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OCCUPATIONAL SKILLS TRAINING PROVIDER AGREEMENT

PARTIES TO AGREEMENT

Pasco Hernando Workforce Board, Inc. d/b/a CareerSource Pasco Hernando (CSPH)
16336 Cortez Blvd.
Brooksville, FL 34601

Name of Training Provider/Institution: Keiser University - New Port Richey

Address: 6300 US 19 North, New Port Richey, FL 34652

Telephone: 727-484-3110

Contact Person: Charles Gibbons

This agreement is between (Keiser University - New Port Richey), the Vendor, and CareerSource Pasco Hernando (CSPH). The Vendor is a ☒-Private ☐-Public post-secondary institution, ☐-Registered Apprenticeship, ☐-Other Public/Private training vendor, offering occupational skills training to the general public. One of CSPH's roles is to solicit occupational skills training, approve training programs and providers, and issue information on the approved training programs and providers to the general public as a tool for making informed choices when selecting job training.

Note: All training institutions must be Accredited Educational Providers or licensed with the Commission for Independent Education (CIE).

CSPH receives funding through the Workforce Innovation and Opportunity Act (WIOA), Trade Adjustment Assistance Program (TAA) and Temporary Assistance for Needy Families (TANF) legislation, and amendments to these acts, to purchase training and support services for individuals who qualify for and need occupational skills training to be employable or upgrade skills to become self-sufficient. These individuals must be residents of Pasco or Hernando County, further defined as Local Workforce Development Area (LWDA) 16. Any exceptions to this residency requirement must be approved in accordance with the CSPH Individual Training Account Policy.

BOTH PARTIES AGREE THAT:

1. This agreement will be effective on the latest date of signature and will end on 06/30/2023. Renewal of this agreement will be determined on an annual basis according to updated cost of program information and performance.
2. Information regarding individuals referred by CSPH will be shared, as necessary, to benefit the individual.
3. Individuals referred to training must meet the Training Provider's admission requirements and be selected for enrollment under the Training Provider's normal screening and selection process.
4. Because this is customer choice, as funding permits, and based on suitability/eligibility for the designated programs of study, no minimum or maximum number of referrals to Training Provider is guaranteed or provided.
5. To receive a referral for training, individuals must be able to document their ability to meet their basic monthly financial obligations as part of the eligibility/suitability determination process.

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6. Individuals referred for training must apply for all forms of financial aid, including PELL, as applicable, before enrolling in training. Individuals who are determined suitable and eligible must apply annually, or as required by the funding source, for continued financial assistance and provide timely documentation to CSPH. Individuals deemed eligible for PELL Grant funding must apply those funds toward tuition, fees, and books prior to the utilization of WIOA funding.
7. Tuition, books, and fees will be paid according to the Provider's published fees, as reflected on the Eligible Training Provider List (ETPL) during the solicitation or review process, unless proper notification of a change is issued and approved. Note: Payment(s) will not be made for training participants who are allowed to change training programs without documented prior approval of the Chief Operations Officer – Workforce Services or their designee.
8. All notices under this Agreement shall be given in writing and delivered by mail. Notices shall be deemed given upon mailing and receipt by the other party.
9. Both parties will abide by the terms and conditions contained in this Agreement, including any attachments.
10. The maximum amount that can be committed for training and support under this agreement is \$250,000.
11. This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida.

AS PARTY TO THIS AGREEMENT, CAREERSOURCE PASCO HERNANDO, AND ITS DESIGNEE(S), AGREE TO:

1. Supply the Vendor with copies of the occupations in demand, Board policies, laws and regulations, as requested.
2. Ensure that the Provider receives payment for authorized tuition, books and fees within 45 days of receipt of an acceptable and verified invoice. Invoices submitted with incorrect information, without required documentation, or incomplete, will be returned.
3. Refer qualified individuals for enrollment only in approved training programs for which there is a demand and documented available jobs as listed on the Local Targeted Occupations List (LTOL) in effect at the time.
4. Provide the individual with an Individual Training Account (ITA) according to the maximum investment tiers indicated on CSPH's ETPL. Please note, this does not automatically guarantee that the full ITA amount in effect at that time will be paid for each participant. WIOA federal law requires coordination of funding.
5. Ensure that qualified individuals are provided with a completed Training Voucher.
6. Track the training vouchers issued to each individual to ensure that training vouchers do not exceed allowances.
7. Provide technical assistance and guidance regarding WIOA, TAA, and WT rules and regulations.
8. Share information regarding individuals referred, as necessary, to ensure ongoing services and retention in training.



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AS PARTY TO THIS AGREEMENT, THE VENDOR AGREES TO:

1. Enroll individuals referred by the CSPH only in courses or programs of study indicated on the Training Voucher.
2. Deliver the training in accordance with the curricula submitted on the Training Provider Application at the cost identified to and approved by CSPH.
3. Notify CSPH of any changes in the approved training or cost, including but not limited to tuition, books, fees, etc., within ten working days or prior to the enrollment of any individual referred by CSPH, whichever is sooner.
4. Accept CSPH Voucher and submit invoice to CSPH for the tuition, books, and fees at the established/published rates submitted to CSPH as part of the Provider's initial application or continued eligibility. These Vouchers will be issued in increments, not to exceed one semester, or similar training cycle.
5. Regularly submit invoices to CSPH for the amount of tuition, books, and fees used, and to notify CSPH if payment is not received timely. **The individual must be enrolled in and receiving approved training before the invoice is considered valid.** All applicable drop and add periods will apply. The invoice must contain the student's name, student identification number, training program of study, and funding source (WIOA Adult, WIOA Dislocated Worker, TAA, WTP, etc.) and be supported by a copy of the approved Voucher and any additional receipts or payment requests. By submitting the invoice, the Provider is certifying that, to the best of its knowledge, the cost of tuition is for only those required courses for the training program of study authorized on the Voucher.
6. Charge CSPH, not the individual referred, for all tuition, books, and fees specified in the ETPL and authorized by the Voucher. The Provider may directly bill the individual for unauthorized costs voluntarily incurred by the individual, or for courses not covered by the Voucher in which the individual enrolls. CSPH accepts no liability for unauthorized costs not contained on the official training voucher form. Any changes or modifications to any items listed on the issued Voucher must be approved by CSPH. The Provider understands that CSPH has a minimum of 30 days in order to process an accurately documented invoice. If the Provider does not provide an invoice with all supporting documentation, the invoice will be returned. The Provider agrees to contact CSPH after 30 days has lapsed regarding any outstanding payment.
7. The Provider shall notify the appropriate CSPH representative within 5 – 10 days of individual termination/drop from the training program. In such an instance, information concerning individual employment, medical issues, etc., if known, should be provided.
8. **Refund tuition and fees paid by CareerSource Pasco Hernando for individuals who enroll in and begin training but drop out of courses, in accordance with the Training Provider's drop/add period refund policies.** Refunds for costs already reimbursed under this Agreement must be paid directly to CSPH.
9. Provide the CSPH funded student a transcript or other record of completion or accomplishment on



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the same basis as these records are provided all students enrolled with Provider. Vouchers will not be issued for subsequent training cycles without a transcript or progress report for the previously completed cycles.

10. Refer individuals back to CSPH if the individual or Provider is unable to continue the training specified in the Voucher.
11. Ensure that all referrals apply for financial aid, especially the Pell Grant, as applicable, coordinate financial assistance with CSPH, and help ensure that funds provided by CSPH are in addition to funds otherwise available in the area. It is the Provider's responsibility to prevent misapplication of funds when other funds could have been used for the same purpose. **Note: Workforce Innovation and Opportunity Act (WIOA) Adult and Dislocated Worker funds must be applied toward the cost of tuition, books, and fees AFTER any Pell assistance is applied to those costs.**
12. Understand that any individual referred to CSPH by the Training Provider must qualify for assistance under applicable state and federal guidelines, and that they will be provided career counseling and employment planning that may result in a different training path for the individual. They may not be referred back to the Training Provider for enrollment.
13. 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 maintaining subsequent eligibility, the Training Provider is responsible for providing FETPIP with the information required. Failure to report in a timely manner is cause for immediate termination of this agreement.

In addition to FETPIP reporting requirements, the Training Provider must report additional data and outcomes.

At a minimum, the Training Provider must report the following information for each program of study:

- Total number of individuals enrolled in the program of study
- Total number of WIOA participants enrolled in the program of study
- Total number of individuals completing the program
- Total number of WIOA participants completing the program
- Total number of individuals who dropped out or withdrew from the program of study
- Total number of WIOA participants who dropped out or withdrew from the program of study
- Total number of individuals still enrolled in the program of study
- Total number of WIOA participants still in the program of study
- Total number of individuals awarded a recognized industry or post-secondary credential
- Total number of WIOA participants awarded a recognized industry or post-secondary credential



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- Total number of individuals employed after completing the program of study
 - Total number of WIOA participants employed after completing the program of study
 - Average wage rates of individuals employed after completing the program of study
 - Average wage rates of WIOA participants employed after completing the program of study
 - Information on the program costs of each program of study (including all costs related to the program, such as tuition, books, lab fees, supplies, application fees, exam fees, test fees, etc.)
 - Information on the industry recognized credential, including post-secondary credential, received upon completion, and whether or not the credential is stackable with other credentials as a career ladder/pathway sequence.
14. Not contract, assign, or transfer any rights or responsibilities covered by this Agreement, or any portion thereof, without prior written approval by CSPH.
15. Make available all books, documents, papers, and records, including computer records, directly related to this Agreement for examination, audit, or the making of excerpts or copies of such records, at any time during normal business hours and as often as CSPH, Department of Economic Opportunity (DEO) or their contracted agencies, CareerSource Florida, the United States Department of Labor, Comptroller General of the United States, or their designated representatives may deem necessary. This provision also includes timely and reasonable access to the Vendor's personnel for interviews and discussions related to these documents and reviews.
16. Understand all training funded by WIOA is limited to 24 consecutive months in duration. In case of documented medical issues, CSPH will consider extending the length of training completion on an individualized basis.
17. CSPH has included minimum performance levels for the ETPL and those levels must be maintained on a program year basis in order to remain on the local ETPL. These levels are as follows:
- a) 85% of WIOA participants enrolled will complete the designated training program of study.
 - b) 90% of WIOA participants who completed the program training of study will gain employment.
 - c) 75% of WIOA participants who completed training will earn an industry recognized credential or degree.
18. Comply with the requirements of WIOA, TAA, Title IV of the Civil Rights Act, as well as state and local laws that make it unlawful to discriminate on the basis of sex, race, national origin, religion, age, disability, or political affiliation.





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For each WIOA participant identified, the Training Provider must furnish a report on a semester or term basis that contains the following information:

- Confirmation of continued enrollment in approved program of study
- Confirmation of program completion
- Documentation of grades

The data is compiled and matched against the State of Florida Unemployment Insurance wage records when available, Department of Revenue New Hire Reports, or Employ Florida documentation found in the job seeker's file or onsite at the Training Provider.

CSPH staff reviews training performance data to ensure continuous improvement and that only quality programs of study remain on the list of approved eligible Training Providers. The determination of subsequent eligibility is based upon reliable and verifiable performance information. As a result, data validation of the performance levels reported by the Training Provider are reviewed and verified by CSPH staff. If performance issues are identified, a response in the form of a corrective action plan is required to be provided within 20 business days. The CSPH Chief Operations Officer – Workforce Services reviews and approves the Training Provider's corrective action plan within 30 business days of receipt. CSPH staff also conducts a follow-up review to determine whether the approved corrective action plan was implemented by the Training Provider and the findings were corrected.

TERMINATION OF AGREEMENT: CSPH, at its discretion and under its obligation to protect public funds, may terminate this Agreement for cause at any time, without prior notice or warning, effective immediately upon receipt by the Training Provider of a notice of termination for cause. CSPH may terminate any agreement in whole or in part, at any time before the date of expiration, whenever it determines that the Training Provider has materially failed to comply with the terms of the agreement. CSPH shall promptly notify the Training Provider in writing of the termination and the reasons for termination, together with the effective date. Notice of termination may specify a later date, but provision of a later date shall not relieve the Training Provider of ultimate liability for funds later determined to be unallowable.

Either party may terminate this Agreement, without cause, for its convenience by providing a minimum of thirty (30) calendar days written notice to the other party. No activity for which payment is claimed shall be accrued after the date of termination. All expenses incurred by the Training Provider prior to termination are reimbursable, if allowable through this Agreement. There shall be no interruption in services for CSPH participants already enrolled in training.

CSPH reserves the right to suspend this Agreement, in whole or part, if it appears to CSPH that the Training Provider is failing to substantially comply with the quality of service or specified completion of its duties under this Agreement.





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The parties of this Training Provider Agreement both agree that individuals determined eligible for participation and funding through CSPH are responsible for the following and will ensure the individual complies with this requirement:

- Providing notification to CSPH staff regarding attendance, grades, withdrawals, completion and receipt of financial aid.
- Notify CSPH if unable to continue the training specified on the voucher.
- Notify and receive approval from CSPH prior to changing training programs of study.

By signing this Agreement, I understand I am agreeing to the terms and conditions contained herein.

CareerSource Pasco Hernando

Signature: Joelle Neri
Joelle Neri (Jun 16, 2022 14:06 EDT)

Print Name/Title: Joelle Neri, Vice Chair

Date: 06/16/2022

Training Provider

Signature: charles gibbons
charles gibbons (Jun 16, 2022 14:53 EDT)

Print Name/Title: Charles Gibbons, President

Date: 6/16/2022

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