



Training Provider Agreement- Renewal

This Training Provider Agreement is by and between **Pasco Hernando Workforce Board, Inc.. d/b/a CareerSource Pasco Hernando**, hereinafter referred to as **CareerSource Pasco Hernando** and Hernando County School Board hereinafter referred to as the Training Provider.

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

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

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

that are not specified in this Agreement or on the Individual Training Account Voucher.

For individuals requiring a renewal of their CareerSource Pasco Hernando Individual Training

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Account Voucher, a provisional 30-day voucher extension may be granted pending receipt of the transcript or an acceptable form of progress report, based on instructor attestation. CareerSource Pasco Hernando students shall be eligible for program completion in accordance with the same standards as the general student population of the Training Provider.

2. The Training Provider shall provide the course(s) as specified in the approved Program Description. The Training Provider shall notify CareerSource Pasco Hernando of any changes in the approved Program Descriptions prior to the enrollment of any individual referred by CareerSource Pasco Hernando staff.
3. It is understood and agreed that WIOA customers will receive a comprehensive objective assessment and individual service strategy by CareerSource Pasco Hernando 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 Pasco Hernando. 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 Pasco Hernando staff.
4. All CareerSource Pasco Hernando 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 Pasco Hernando customers. CareerSource Pasco Hernando 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 Pasco Hernando staff for training will be evaluated for all financial aid eligibility normally available to other students.
5. The Training Provider shall adhere to the Workforce Innovation and Opportunity Act (WIOA) as to the disposition of the Pell Grant for individual customers. Funds received for Pell eligible customers are authorized to be disbursed to the customer and are not required to be reimbursed to CareerSource Pasco Hernando. Students that applied for and received WIOA funding that are also eligible for Pell may utilize Pell funds for other education related expenses as allowable under Title IV regulation, in addition to tuition, with prior discussion and approval of CareerSource Pasco Hernando.
6. The Training Provider will seek and coordinate other funding sources for WIOA students. The Training Provider agrees to notify CareerSource Pasco Hernando 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 Pasco Hernando funds.
7. The Training Provider acknowledges and understands that remuneration to attract CareerSource Pasco Hernando students is prohibited.
8. 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 Pasco Hernando, 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

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9. 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 Pasco Hernando and/or its designated contractors.

The Training Provider will be required to submit documentation on an annual basis, including current CIE Licensure, FETPIP report, school catalog and schedule or website link, building facility accessibility checklist, and a copy of the current liability insurance. CSPH will review these documents within 15 business days of receipt and provide a 30- business day cure period before taking any adverse action against the Training Provider.

B. PERFORMACEREPORTING

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.

The Training Provider must agree to track, supply and provide all required performance outcomes to include but not limited to: GPA, progress reports, credentials, certificate of completion to email address: trainingprovider@careersourcepascohernando.com. Subject line should include subject matter that is being provided.

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

In order to maintain continued eligibility, Training Provider is required to meet the following performance requirements:

- A. Employment rate. Each program will maintain a 70% rate of employment for all students that received CareerSource Pasco Hernando funding assistance. This rate will be inclusive of those that did not complete training. Under this requirement both full and part time employment and employment outside the field of training will be considered as a positive outcome.
- B. Completion Rate. Each program completion will maintain a 65% completion rate per training program.
- C. Wage rate. Currently, each training program must meet the minimum entry level wage rate in effect for the applicable period. This wage rate is adjusted annually by the State based on the Florida Price Index in effect for CareerSource Pasco Hernando.
- D. Enrollments for the addition of new training programs are limited to a maximum of 6-10 (to be determined by Upper Management) until performance is established.

C. AGREEMENT PERIOD

This renewal Agreement will become effective on July 1, 2026 and remain in effect until June 30, 2027, upon which time the Agreement will expire. The parties maintain the option to renew the Agreement for two additional one year terms with forty-five (45) days written notice to the other party, prior to the expiration of the current one year term in effect. The renewal is contingent upon , Training Provider providing annually: performance data, valid

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licensure, and updated costs for tuition and fees as provided under Subsections A and B above.

A Related Party Training Provider requires annual approval by the Board of Directors of CSPH. 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. Any such services after cancellation will end upon the already agreed to enrollment period for each student.

D. PAYMENT AND DELIVERY

1. Tuition payments will be considered only for those individuals referred to the Training Provider by CareerSource Pasco Hernando as evidenced by a valid CareerSource Pasco Hernando 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 Pasco Hernando an original, signed and embossed Individual Training Account Voucher and written invoice for this tuition/fee at the time a student begins training and becomes eligible for invoicing. This invoice is payable to the Training Provider upon receipt in accordance with payment procedures listed below.
3. Training Provider shall refund to CareerSource Pasco Hernando such tuition/fees which are paid by CareerSource Pasco Hernando for individuals who enroll in and begin training, but drop out of courses. Refund payment shall never be made to the student for funds.
4. The Training Provider agrees that CareerSource Pasco Hernando shall not incur financial liability for students enrolled prior to receipt of a voucher signed by authorized personnel. However, written pre-authorization via email from designated CSPH officials that Trainer Provider knows has such pre-authorization will be binding for payment if the formal voucher is issued within 10 business days. No verbal authorizations for enrollment into training will occur under this agreement.
5. Upon receipt of such written pre-authorization email and issuance of formal voucher by CSPH, the Training Provider may enroll the identified student and provide training and related authorized services consistent with the scope, pricing, and terms specified in the email pre-authorization, and CareerSource Pasco Hernando shall be financially responsible for payment of such authorized tuition, fees, materials, and supplies, subject to issuance of the formal Individual Training Account Voucher within the ten (10) business day period described above.
6. CareerSource Pasco Hernando will make all payments for authorized enrollments prior to the termination of this Agreement.
7. Any changes in the Training Provider's tuition and fees must be submitted in writing with justification to CareerSource Pasco Hernando for approval. Changes must be reviewed and accepted by CareerSource Pasco Hernando prior to implementation.
8. With the executed copy of this Agreement, the Training Provider will supply CareerSource Pasco Hernando with a copy of its written policies concerning refunds, cancellations, and withdrawals. These policies must be applied to CareerSource Pasco Hernando students the same as they would apply to any other student. Refund amounts and timelines shall be explicitly tied to the Provider's published refund schedule. The Training Provider shall refund such tuition, books, and fees paid by CareerSource Pasco Hernando, limited to net CSPH payments after applying standard withdrawal penalties, for individuals who enroll in and begin training but drop out of courses or training. Such standard withdrawal penalties shall be applied in the same manner as any other student of Trainer Provider that drops out of courses or training. The Training Provider agrees not to accept a voucher that was transferred to any other student.

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9. 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. CSPH remains liable for authorized services delivered in good faith, reasonable reliance on a voucher or written approval, even if a student later becomes ineligible for reasons outside the Training Provider's control.

10. 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. The Training Provider will also provide the information to show if the PELL or any other scholarships have been applied for.
- b) To receive reimbursement, the Training Provider must submit to CareerSource Pasco Hernando an official, Individual Training Account Voucher and invoice supported by back up documentation on costs. All invoices with signed copies of vouchers need to be emailed to invoices@careersourcepascohernando.com.
- c) Individual Training Account Vouchers and invoices accepted for payment shall be paid within thirty (30) business days of receipt.
- d) The Training Provider shall notify CareerSource Pasco Hernando in writing of any dispute relating to an Individual Training Account Voucher or associated invoice within ten (10) business days after the Training Provider's receipt of the disputed Itemized Voucher or invoice, which notice shall reasonably describe the disputed amount and the basis for the dispute, and include supporting documentation as available. Any amounts not timely disputed in accordance with this paragraph shall be deemed accepted for payment and processed in the ordinary course under Section D.11(c). Notwithstanding the existence of any dispute as to a portion of an invoice, the undisputed portion shall be promptly invoiced and paid in accordance with the Agreement's payment procedures, and only the disputed portion may be withheld pending resolution. Individual Training Account Vouchers and invoices accepted for payment will generally be paid within thirty (30) business days of receipt. Individual Training Account Vouchers and invoices not accepted for payment will be returned to the Training Provider with an explanation. In the event of a dispute, the matter will be referred to CSPH's Chief Executive Officer to make payment. If CSPH's Chief Executive declines payment, Training Provider may initiate litigation as provided in this Agreement.
- e) Individual Training Account Vouchers and invoices not accepted for payment will be returned to the Training Provider with an explanation. CSPH remains liable for authorized services delivered in good faith, reasonable reliance on a voucher or written approval, even if a student later becomes ineligible for reasons outside the Trainer Provider's control.

E. RECORDS

1. The Training Provider shall provide to CareerSource Pasco Hernando staff monthly progress reports indicating both the progress and attendance of CareerSource Pasco Hernando students and signed by the student and instructor or qualified school representative.

The Training Provider shall notify CareerSource Pasco Hernando staff within 15 business days of a CareerSource Pasco Hernando student's completion or termination/drop from the training program. In such an instance, information concerning the student's date of employment, wage, job title, and CIP code, if known, must also be indicated on the progress report. The Training Provider may use the best available information with subsequent updates. If the 15-business-day notification period cannot be met due to extraordinary reasons, it is the responsibility of the Training Provider to communicate this to CareerSource

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Pasco Hernando and coordinate an alternative option.

2. The Training Provider shall provide CareerSource Pasco Hernando 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 Pasco Hernando's authorized staff for any monthly progress report, attendance information, completion/termination information, transcripts and/or credentials.
3. 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 Pasco Hernando 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 Pasco Hernando.
4. At any time during normal business hours and with reasonable notice, as often as CareerSource Pasco Hernando, 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 books, documents, papers, and records (including computer records) directly related to payments made by CareerSource Pasco Hernando under this AAt any time during normal business hours and as often as CareerSource Pasco Hernando, 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 Pasco Hernando 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.
5. Public records compliance provisions. Any confidentiality provisions in the Agreement shall be read in harmony with Florida's Public Records Act, Chapter 119, Florida Statutes. No provisions in the Agreement can be exercised to frustrate the requirements of the law for the release of records. The parties recognize that the Training Provider is a governmental entity, subject to Florida law regarding public access to records under Florida Statute, Chapter 119. As such, the Parties agree that only such information as is exempt and confidential under the provisions of law shall be considered confidential under the Term of this Agreement. To the extent CareerSource Pasco Hernando provides Training Provider any information which it believes is confidential or exempt, CareerSource Pasco Hernando shall notify Training Provider of the specific information that it believes is confidential, as well as the basis for the exemption. Additionally, to the extent that CareerSource Pasco Hernando has any obligation to act in agency for the Training Provider, it shall maintain its records subject to section 119.0701, Fla. Stat. If and to the extent that CareerSource Pasco Hernando has access to any other confidential information regarding the Training Provider (such as security information as contemplated by section 119.071(c), Fla. Stat.), CareerSource Pasco Hernando agrees to use reasonable measures to maintain the confidentiality of such information.
6. To the extent CareerSource Pasco Hernando maintains information that is subject to a public record request, it shall provide public access to such records in accordance with, and subject to the applicable statutory terms and fees. Failure to do so will be considered a material breach of the original Agreement resulting in immediate termination with no penalty to Training Provider, and CareerSource Pasco Hernando will indemnify and hold the Training Provider harmless for any and all damages and expenses suffered as a result of the material breach and contract termination. CareerSource Pasco Hernando must comply with Florida public records laws, including but not limited to chapter 119, Florida Statutes and section 24 of article I of the

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Constitution of Florida, and specifically agrees to:

- Keep and maintain public records required by the Training Provider in order to perform the service under this agreement; and
- Upon request from the Training Provider's custodian of public records, provide the Training Provider with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Florida Statutes, or as otherwise provided by law; and
- Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CareerSource Pasco Hernando does not transfer the records to the Training Provider; and
- Upon completion of the Agreement, transfer, at no cost, to the Training Provider all public records in possession of the CareerSource Pasco Hernando or keep and maintain public records required by the Training Provider to perform the service. If the CareerSource Pasco Hernando transfers all public records to the Training Provider upon completion of the Agreement, the CareerSource Pasco Hernando shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CareerSource Pasco Hernando keeps and maintains public records upon completion of the Agreement, CareerSource Pasco Hernando shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Training Provider, upon request from the Training Provider's custodian of public records, in a format that is compatible with the information technology systems of the Training Provider. If the information must be converted to Training Provider's system, Training Provider shall pay CSPH any expenses necessary that require substantial conversion.

IF THE CAREERSOURCE PASCO HERNANDO HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CAREERSOURCE PASCO HERNANDO'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 919 N. BROAD STREET, BROOKSVILLE, FL 34601, ELLERMAN_A@HCSB.K12.FL.US or (352) 797-7009.

Notwithstanding any other provisions of law or statutory interpretation, failure of the CareerSource Pasco Hernando to abide by the terms of these public records provisions shall be deemed a material breach of this agreement and the Training Provider may enforce the terms of this provision in the form of a court proceeding and shall, as a prevailing party, be entitled to reimbursement of all reasonable attorney's fees and costs associated with that proceeding. This provision shall survive any termination or expiration of the Agreement for the duration of the required records retention as provided by Florida law

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 may subcontract to pre-qualified affiliates listed in an exhibit, subject to 01134855CareerSource Pasco Hernando is an equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers on this website 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.

providing notice. CSPH's consent to such subcontracting shall not be unreasonably withheld, conditioned, or delayed. The Training Provider shall not assign or transfer any rights or responsibilities under this agreement or any portion thereof without the written approval of CareerSource Pasco Hernando, unless otherwise authorized by this Agreement. A written subcontract must be presented to CareerSource Pasco Hernando for consideration. In no case shall such consent relieve the 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 Pasco Hernando or Training Provider may terminate this Agreement for convenience when it is in the best interest of CareerSource Pasco Hernando or Training Provider. CareerSource Pasco Hernando 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) business 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 Pasco Hernando 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 Pasco Hernando will notify the Training Provider of such unsatisfactory performance. If such unsatisfactory performance continues, CareerSource Pasco Hernando will notify the Training Provider in writing. The Training Provider will have ten (10) business days from receipt of notice in which to respond with a plan agreeable to CareerSource Pasco Hernando 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 Pasco Hernando 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 Pasco Hernando will serve a termination notice which shall become effective within fifteen (15) days after its issuance.

In the event of such termination, CareerSource Pasco Hernando 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 Pasco Hernando within thirty (30) business days of termination date.

CareerSource Pasco Hernando shall provide 30 days' advance notice for convenience terminations and suspensions absent cause. CSPH shall be liable for payment only for services rendered prior to the effective date of termination, and shall include reimbursement for reasonable, non-cancellable commitments incurred in reliance on authorized enrollments. Final billing for payment must be received by CareerSource Pasco Hernando within thirty (30) business days of the termination date

CareerSource Pasco Hernando staff will also present information to the CareerSource Pasco Hernando Board of Directors regarding the performance issues and recommend removal of the

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Training Provider from the list of approved Training Providers.

The Training Provider shall give CareerSource Pasco Hernando written notice of any perceived breach and provide a 30-day cure period with a jointly agreed corrective action plan before any enrollment freeze. CareerSource Pasco Hernando shall have thirty (30) working days to cure any perceived breach under the Agreement

I. POLICY

Providers and Programs Policy of CareerSource Pasco Hernando, hereinafter referred to as the Policy. The Policy constitutes an integral part of this Agreement and is posted on CareerSource Pasco Hernando website under <https://www.careersourcepascohernando.com/wioa> in the Training Provider Section. CareerSource Pasco Hernando reserves the right to amend its policy at any time.

When CareerSource Pasco Hernando amends its policy, CareerSource Pasco Hernando shall make reasonable efforts to provide the Training Provider with general, not specific, notice of such changes by posting a conspicuous announcement on CareerSource Pasco Hernando's website 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 Pasco Hernando's 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 CareerSource Pasco Hernando's website for any updates or changes.

Material policy changes affecting Training Provider obligations, fees, or performance metrics require a signed bilateral amendment as described in section J, unless such policies are instituted by the CareerSource Florida.

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 Pasco Hernando or designee for CareerSource Pasco Hernando 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 state courts in Hernando County, Florida for those who entered into Agreement with CareerSource Pasco Hernando.

L. CONFIDENTIALITY

Both Parties recognize they may have access to confidential student records. 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 or required by law.

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M. INDEMNIFICATION

Both Parties agree to indemnify and hold harmless the other for all claims, suits, judgments, or damages, including court costs and 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 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.

Where 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.

Each party shall, at its own expense, procure and maintain during the Term: (a) commercial general liability insurance with limits of not less than [\$1,000,000/amount per occurrence] and [\$2,000,000/amount aggregate], including coverage for bodily injury, property damage, personal and advertising injury, and contractual liability; (b) workers' compensation insurance as required by applicable law and employer's liability insurance with limits of not less than [\$1,000,000/amount each accident], [\$1,000,000/amount disease policy limit], and [\$1,000,000/amount disease each employee]; (c) automobile liability insurance covering owned, hired, and non-owned vehicles with limits of not less than [\$1,000,000/amount combined single limit]; and (d) [professional/technology/media] liability (errors and omissions) insurance with limits of not less than [\$1,000,000/amount per claim] and [\$2,000,000/amount aggregate]. Each party shall cause the other party, its affiliates, and their respective officers, directors, employees, and agents to be named as additional insureds under the commercial general liability and automobile liability policies on a primary and noncontributory basis, with waivers of subrogation where available, and shall provide certificates of insurance and endorsements evidencing the foregoing upon request. Coverage required hereunder shall be placed with insurers rated not less than [A-:VII] by [A.M. Best] or reasonably equivalent.

CSPH shall defend, indemnify, and hold harmless the other party, its affiliates, and their respective officers, directors, employees, and agents from and against any and all third-party claims, demands, suits, damages, liabilities, judgments, settlements, costs, and expenses (including reasonable attorneys' fees) to the extent arising out of or relating to allegations that any materials, data, content, or other deliverables furnished by CareerSource Pasco Hernando (CSPH) infringe, misappropriate, or otherwise violate any copyright, trademark, trade secret, or other intellectual property or proprietary right of a third party. The foregoing indemnity shall not apply to the extent such claim arises from: (i) modifications to CSPH-provided materials not made or authorized in writing by CSPH; (ii) combination or use of CSPH-provided materials with other products, services, data, or materials not furnished by CSPH, if the claim would not have arisen but for such combination or use; or (iii) the other party's breach of this Agreement. As a condition to indemnification, the other party shall promptly provide CSPH with written notice of any claim, tender control of the defense and settlement to CSPH, and reasonably cooperate at CSPH's expense; provided that CSPH shall not settle any claim that imposes any admission of liability or non-monetary obligation on the other party without the other party's prior written consent, not to be unreasonably withheld, conditioned, or delayed.

N. STATEMENT OF ASSURANCE

During the performance of this Agreement, both Parties shall comply with Title VII of the 1964 Civil Right Act, as amended, and the Florida Human Rights Act of 1977, in that such Parties shall does not

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discriminate on the grounds of race, color, national origin, religion, sex, age, handicap, or marital status or in any form or manner with regard to its students, employees or applicants. Both Parties understand and agree that this Agreement is conditioned upon the veracity of this Statement of Assurance. Furthermore, both Parties agree they will comply with Title VI of the Civil Rights Act of 1964 when federal grant funds are involved in the provision of services required hereunder. Other applicable federal and state laws, executive orders, and regulations prohibiting the type of discrimination as herein delineated are included by this reference thereto. This Statement of Assurance shall be interpreted to include Vietnam era veterans and disabled veterans within its protective range of applicability.

O. MISCELLANEOUS

1. The payment obligation of the Training Provider created by the Agreement is conditioned upon the availability of funds that are appropriated or allocated for the payment of services or products. If such funds are not allocated and available, the Agreement may be terminated by the Training Provider at the end of the period for which funds are available. The Training Provider shall notify the CareerSource Pasco Hernando at the earliest possible time before such termination. No penalty shall accrue to the Training Provider in the event this provision is exercised, and the Training Provider shall not be obligated or liable for any future payments due or for any damages as a result of such termination.
2. If the Agreement requires the expenditure of funds for more than one fiscal year, the Agreement shall be subject to termination by the Training Provider without cause upon a thirty (30) day notice.
3. Neither party shall be liable to the other, nor deemed in default under this Agreement to the extent that such party's performance under this Agreement is rendered impossible, impractical, or prevented by reason of force majeure. For purposes of this Agreement, the term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without fault or negligence on behalf of either party. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; labor disputes; civil disorders; fires; floods; hurricanes, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, which prevents performance of the contract for all or part of the term of the Agreement.
4. CareerSource Pasco Hernando agrees to execute an Affidavit Regarding the Use of Coercion for Labor and Services as required by section 787.06(14), Florida Statutes.
5. If the CareerSource Pasco Hernando receives access to an individual's personal identifying information as a result of this Agreement, CareerSource Pasco Hernando agrees to provide the Training Provider with an affidavit signed by an officer or representative of the CareerSource Pasco Hernando under penalty of perjury attesting that the CareerSource Pasco Hernando does not meet any of the criteria in section 287.138(2)(a) to (c), Florida Statutes.

P. 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: Radiah Dent	Job Title: Director		
Institution Name: Wilton Simpson Technical College			
Email: dent_r@hcsb.k12.fl.us	Phone: #: (352____)797__ - 7018__		

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Address: 17050 Spring Hill Dr.	City: Brooksville	State: FL	Zip: 34614
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If to CareerSource Pasco Hernando:

STAFF CONTACT INFORMATION			
Contact Name: Brenda Gause	Job Title: COO		
Email: trainingprovider@careersourcepascohernando.com	Phone: #: 727-484-3400		
Address: 16228 Spring Hill Dr.	Brooksville	FL	34604

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 PASCO HERNANDO
Email: invoices@careersourcepascohernando.com

Q. SIGNATURES

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

PASCO HERNANDO WORKFORCE BOARD, INC. DBA CAREERSOURCE PASCO HERNANDO

Signature: Joelle Neri

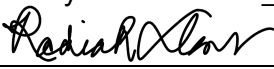
Print Name: Joelle Neri

Title: Board Chair

Date: 08 / 18 / 2026

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Name of Institution: Wilton Simpson Technical College
____Hernando County School Board_____

Signature: _____


Print Name: _____
Radiah Dent

Title: _____
Director

Date: ____5____/____5____/____26____

Kelly A. Pogue
Approved as to Form
by WSH Attorney
07/13/2026 12:06 pm

CERTIFICATE *of* SIGNATURE

REF. NUMBER

VNTVY-JJVZG-EOMRT-EEJXC

DOCUMENT COMPLETED BY ALL PARTIES ON

18 AUG 2026 15:39:10

UTC

SIGNER

JOELLE NERI

EMAIL

CEO@THEANGELUS.COM

TIMESTAMP

SENT

17 AUG 2026 20:27:03

VIEWED

18 AUG 2026 15:38:41

SIGNED

18 AUG 2026 15:39:10

SIGNATURE

Joelle Neri

IP ADDRESS

47.206.113.29

LOCATION

TAMPA, UNITED STATES

RECIPIENT VERIFICATION

EMAIL VERIFIED

18 AUG 2026 15:38:41

