

CAREERSOURCE PASCO HERNANDO
TRAINING PROVIDER AGREEMENT
WORKFORCE INNOVATION & OPPORTUNITY ACT (WIOA)

This Training Provider Agreement (“Agreement”) is made and executed in duplicate by and between Pasco Hernando Workforce Board, Inc., dba CareerSource Pasco Hernando whose address is P.O. Box 6589 Spring Hill, FL 34611, hereinafter called “CSPH”, and the Eligible Training Provider whose name is UMA Education, Inc. and whose address is 9309 N. Florida Ave. Tampa, FL 33612 hereinafter called the “Training Institution”.

I. PROVISIONS OF THE AGREEMENT

The two parties to this Agreement do hereby agree:

1. This Agreement requires Training Institution to complete the “Initial Eligibility” period of at least one year, or successfully apply under the initial implementation of this Agreement as a training provider. Once approved by CSPH, Training Institution shall be added to the Eligible Training Provider List. Training Institution must submit applications for “Continued Eligibility” every year to maintain its eligibility.
2. This Agreement requires applications for “Continued Eligibility” to be submitted before eligibility expires. Once a provider is on the Eligible Training Provider List, the “Continued Eligibility” application is required. Entities that carry out apprenticeship and OJT training are exempt.
3. This Agreement requires that each “Continued Eligibility” applicant supply the following information.
 - a. Verification the Training Institution is licensed, certified, or otherwise authorized under Florida law to provide training services/programs. This applies to in-state and out-of-state providers.
 - b. The total number of persons enrolled in the program.
 - c. The total number of WIOA participants enrolled in the program.
 - d. The total number of persons completing in the program.
 - e. The total number of WIOA participants completing the program.
 - f. The total number of persons awarded a degree or certificate, otherwise referred to as a “Recognized Postsecondary Credential” (or other credential, if applicable.)
 - g. The total number of WIOA participants awarded a Recognized Postsecondary Credential (or other credential, if applicable.)
 - h. The total number of persons employed after completing the program.
 - i. The total number of WIOA participants employed after completing the program.
 - j. Information regarding the cost of attendance, including costs of tuition and fees, for participants completing the program.
 - k. Information regarding Recognized Postsecondary Credentials (or other credential, if applicable) received by such participants.
 - l. Whether the credential can be stacked with other credentials as part of a sequence to move an individual along a career pathway or up a career ladder.
 - m. Whether the Training Institution has developed the training in partnership or collaboration with a business or industry (identifying the business or industry).

- n. Identify the in-demand industry sectors and occupations which best fit with the training program.
 - o. A description of the prerequisites of skills and knowledge required prior to the commencement of training.
 - p. Verification the training program is for an occupation on the "Local Area Targeted Occupations List," a list utilized by CSPH to identify which occupations are in high demand in the local area..
4. Should Training Institution's admissions criteria be met, Training Institution agrees to honor an approved Individual Training Account (ITA) Voucher issued by or on behalf of the CSPH. The Training Institution agrees to provide the education and training services as indicated on the ITA and to invoice CSPH for the training and services delivered. CSPH will make payment for the invoiced costs for all ITAs issued by Training Institution in accordance with the agreed upon ITA amount. Payment shall be made to the Training Institution within 30 days of receipt of invoice.
 5. Issuance of an ITA will be based upon eligibility of the participant, participant choice, and appropriateness of training based on a comprehensive assessment of the participant. All services are contingent upon funding availability.
 6. An ITA will specify the name of the CSPH approved participant and the specific occupational skills training (OST) program for which enrollment is requested. The ITA will itemize the ITA, and other financial caps and balances; indicate semester/term tuition costs and estimate other training-related expenses.
 7. Eligible individuals referred to the Training Institution may only be enrolled in the approved OST program specified on the ITA. The Training Institution shall deliver OST in accordance with the approved training program as included in the vendor application. The Training Institution shall notify CSPH of any changes in the required courses, costs of the program, length of the training program, or licensing requirements within 10 working days of said changes.
 8. Course content, teaching strategy, and overall training program descriptions shall be the exclusive responsibility of Training Institution. Nothing in this Agreement shall give CSPH the right to review, edit, or modify Training Institution's courses.
 9. All applicable add/drop deadlines and requirements of the Training Institution will also apply to the ITA. The Training Institution shall, in conformity with the general refund policies of the Training Institution, refund any tuition and fees which have been paid for Individuals who drop out of courses prior to the deadline before drops and withdrawals. Refunds will be made directly to CSPH.
 10. If the CSPH participant is eligible for PELL grant funds, PELL grant funds may be paid to the participant in accordance to Training Institution's normal procedures, to assist him/her with everyday expenses so that the participant's ability to attend training is enhanced. CSPH will provide a 30 day notice to the Training Institution prior to changing this special provision regarding the use of PELL grant funds. In addition, the Training Institution shall evaluate the individual for other financial aid normally available to other students, in a

manner consistent with all other students. Students eligible under Workforce Investment Act (WIA) or the Workforce Innovation and Opportunity Act (WIOA) may not be discriminated against based solely on their eligibility for WIA/WIOA when being considered for other financial assistance. This shall include financial assistance programs under Title IV of the Higher Education Act (HEA). The Training Institution shall ensure that WIA/WIOA funds provided are in addition to other funds. It is the responsibility of the Training Institution to provide internal controls to prevent any duplicative payments of tuition with federal funds.

11. ITA's will be issued for a specific time period (normally one semester, or quarter) and are currently capped at up to \$5,000 per program. Each ITA will specify the cap amount for the specific program in which the individual will enroll. **The cap for a program is the cost advertised to the public and submitted with the Training Institution's application. Any increase must be approved in writing by operations staff of the Pasco-Hernando Workforce Board prior to being applicable to this Agreement . The ITA cap can change as funding availability shifts – contact CSPH WIOA staff for the current amount.**
12. Each WIA/WIOA applicant interested in an OST program that costs more than CSPH's ITA financial cap will be referred to the Training Institution for financial information, advice, and assistance. The Training Institution and applicant will jointly develop and sign a financial plan that covers the full cost of the training – especially that portion exceeding the ITA's \$5,000 per program cap. All possible funding sources (e.g., PELL Grant, other federal/state educational grants, scholarships, etc.) should be considered. Student loans should be the exception to the rule and then applied only as a last resort. The Training Institution must ensure that each CSPH participant is fully advised of his/her obligations towards all grants, scholarships, loans, etc. and the impact of his/her not meeting those obligations. The CSPH participant will then provide a copy of the financial plan to his/her WIA/WIOA career manager for final approval prior to an ITA being issued. In the event that CSPH does not issue an ITA, CSPH agrees that Training Institution may charge, and the CSPH participant shall be liable for, any outstanding tuition costs.
13. The Training Institution shall refer any individual who is unable to continue the training specified back to CSPH for other services.
14. The Training Institution shall ensure meaningful access for individuals with disabilities, including physical accessibility, in accordance with applicable laws. The Training Institution shall work with CSPH to develop accommodation for individuals with disabilities.
15. The Training Institution agrees to make available for review during normal business hours, any records pertaining to this Agreement to any duly authorized monitor, auditor, or other representative of USDOL, Workforce Florida, The Department of Economic Opportunity and CSPH, so long as each student has signed a release in accordance with the Family Educational Rights and Privacy Act of 1974, or as otherwise required by law.
16. CSPH shall notify the Training Institution of any changes in legislation, regulations or state directives that may impact this Agreement.

II. PERFORMANCE

1. All approved Private for Profit or Private Non-Profit Eligible Training Institutions are required to be licensed by the Commission for Independent Education (CIE). CIE can be contacted at (850) 245-3200 or online at <http://www.fldoe.org/cie/>. This requirement does not apply to public educational institutions such as universities, state colleges, junior colleges, technical education centers operated by public educational districts.
2. In addition, all Training Institutions must agree to provide student-based information on performance and student's outcomes to the Florida Education Training and Placement Information Program (FETPIP), through CIE. Failure to do so will result in the Training Institution being removed from the Eligible Training Provider List (ETPL) for CSPH. Performance reports as required by FETPIP must also be provided to CSPH annually (no later than June 30 of any year) as required by applicable State policies or by law, and not otherwise prohibited by the Educational Rights and Privacy Act of 1974.
3. Out of State Public Educational Institutions (e.g., Universities, Community/State Colleges, Vocational/Technical Centers) are not required to report performance to FETPIP. They are however, required to provide performance information within 45 days at the end of CSPH's Fiscal Year (June 30) which stipulates the number of students (both WIA/WIOA and non-sponsored WIA/WIOA students) enrolled in each approved program; the number of completers, and the number of placements for each approved training program.

III. Miscellaneous.

1. 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.
2. Notwithstanding the foregoing, Training Institution acknowledges that certain records of Training Institution, if provided to CSPH which is a subject to Florida's Public Records Act, Chapter 119, Florida Statutes, may be public records subject to

disclosure consistent with Chapter 119, Florida Statutes. All non-exempt records pursuant to Florida Statutes are open for public inspection upon request. Prior to CSPH determination that any of Training Institution's confidential or propriety information is subject to disclosure pursuant to a request by a third party under Florida's Public Records Act, CSPH will provide advance written notice to Training Institution, so that Training Institution will have an opportunity to challenge such disclosure. In the event that Training Institution challenges any release of records, it shall bear all costs of defending such challenge, including attorney's fees and court costs. CSPH agrees to protect from disclosure any information identified by Training Institution as a trade secret as defined in Florida Statute §812.081. Training Institution shall specifically identify any information, document or data transferred to or shared with CSPH that is considered trade secret information. Training Institution shall be responsible for all costs incurred in defending such classification, including reasonable attorney's fees.

3. 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 limit, expand or enlarge the scope of the waiver of sovereign immunity for state agencies as provided in Florida Statutes 768.28, Florida Statutes.
4. 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 CSPH or designee for CSPH and an executive officer or designee of Training Institution. 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.

5. This Agreement may be terminated upon thirty (30) days written notice. In the event of termination, both parties agree to negotiate a plan to ensure an orderly transition for customers in training. If the Training Institution elects to remove themselves from the approved ETPL, the Training Institution is required to “train out” any students financially supported by a CSPH ITA under the same provisions that are included in this agreement.
6. This Agreement shall be governed by the laws of the state of Florida, without regards to its conflict of laws principles.

IV. SIGNATURE

IN WITNESS WHEREOF, the agents of the Training Institution and CareerSource Pasco Hernando hereby certify that they have full authority to, and in accordance therewith on behalf of their respective principals, have executed this Training Provider Agreement.

CAREERSOURCE PASCO HERNANDO

By: Charles Gibbons
Charles Gibbons (Aug 10, 2023 13:34 EDT)

Title: Charles Gibbons/Board Chair

Date: Aug 10, 2023

UMA Education, Inc.

By: Joel Maymi
Joel Maymi (Aug 10, 2023 11:28 EDT)

Title: Procurement Specialist

Date: Aug 10, 2023