

**Southwest Florida Workforce Development Board, Inc. (SFWDB) /
CareerSource Southwest Florida (CSSWF)**

TRAINING PROVIDER AGREEMENT

This Agreement is by and between the Southwest Florida Workforce Development Board, Inc. (SFWDB) dba CareerSource Southwest Florida (CSSWF), hereinafter referred to as the CSSWF and The College of the Florida Keys, hereinafter referred to as the Training Provider.

Whereas, CSSWF has available funding for certain training of eligible individuals under Title I of the Workforce Innovation and Opportunity Act (WIOA) and under Florida’s Welfare Transition (WT) legislation, and;

Whereas, in response to the training needs of lesser skilled and/or dislocated workers in Charlotte, Collier, Glades, Hendry, Lee and Monroe counties, CSSWF may request from time to time that Training Provider provide certain prescribed training to eligible individuals referred by the staff of our CareerSource Southwest Florida centers (hereinafter referred to as Center staff) and;

Whereas, Training Provider agrees to provide said training as aforesaid, subject to the terms and conditions set forth hereinafter, and;

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

Center staff is designated as referral agents for the WIOA and WT programs and act as the referral agent for WIOA and/or WT participants, and;

Whereas, the CSSWF centers are the recipients for payment of tuition and fees for CSSWF.

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

A. STATEMENT OF WORK

1. Eligible individuals referred by Center staff to Training Provider shall be considered for enrollment in an approved training course(s) specified on the CSSWF Individual Training Account (ITA) Voucher (for WIOA-funded students) or Authorization for Non-ITA Funded Training (for students funded through WT or other sources). These forms hereinafter will be referred to as “Authorization Forms.” The tuition charged shall be the published tuition/fee less applicable discounts for these courses. Other fees not specified in this Agreement or on the Authorization Form shall not be paid.
2. For individuals requiring a renewal of the CSSWF Authorization Form, such shall not be issued until receipt of transcript or an acceptable form of progress report. CSSWF students shall be eligible for program completion in accordance with the same standards as the general student population of Training Provider.

3. It is not the expectation or desire of CSSWF to fully fund any training institution. Institutions should be responsible for filling their classrooms on their own accord. No more than 50% of a school's program will be comprised of students funded with CSSWF financial resources. CSSWF will exercise some flexibility with individual training and Customized Training when all participants are expected to be employed by a specific employer upon graduation. These exceptions/waivers will be considered by the President/CEO on an as needed basis.
4. Training Provider shall provide training program(s) as specified in the Training Provider's Program Application/Update Form. Training Provider shall notify CSSWF of any changes in approved training programs prior to enrollment of any individual referred by Center staff.
5. It is understood and agreed that WIOA and/or WT participants will receive a comprehensive objective assessment by CSSWF Center staff. This assessment will include a determination as to whether the individual possesses reasonable financial supports and the appropriate educational and occupational skills necessary to participate in and successfully complete the training program. A career plan, in the form of an Individual Employment Plan (IEP) or an Individual Development Plan (IDP) will be developed with the adult customer, by Center staff to determine the most appropriate training for each individual. Only those participants determined to be in need of training through this objective assessment will be referred to Training Provider by Center staff. Execution of this Agreement does not guarantee referral of applicants to the Training Provider. The Training Provider is not authorized to enroll workforce funded participants into additional training courses or programs without prior written consent of Center staff.
6. Training Provider agrees that each individual referred by Center staff for training will be evaluated for all financial aid eligibility normally available to Training Provider students. Students eligible for WIOA and/or WT assistance shall not be discriminated against in receipt of such financial aid solely on their status as WIOA and/or WT participants. WIOA and/or WT participants shall be afforded all the rights, privileges, and benefits available to the general student population of the Training Provider.
7. Training Provider agrees to coordinate with Center staff on matters related to financial assistance programs under Title IV of the Higher Education Act (HEA). Training Provider shall ensure that where student financial aid programs for post-secondary education are available, these funds do not duplicate WIOA and/or WT funds provided by CSSWF. HEA includes Federal Pell Grants, Federal Perkins Loans, Supplemental Educational Opportunity Grants (SEOG), the Federal Work-Study Program, the Federal Family Education Loan (FFEL) program, and the William D. Ford Federal Direct Student Loan Program (FDLP).
8. Training Provider agrees to notify Center staff in writing of any financial aid provided to WIOA and/or WT 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 Authorization Form will specify the expenses that will be paid for by WIOA, WT, and/or other workforce funds. The Training Provider shall adhere to the plan of action established as to the disposition of the Pell Grant for individual participants.
9. Training Provider will seek and coordinate other funding sources for the WIOA and/or WT student. The types and amounts of these other funding sources will be made available to Center staff and CSSWF through the Authorization Form.

10. Training Provider agrees to provide job placement assistance to students.
11. Training Provider acknowledges and understands that remuneration to attract WIOA and/or WT students is prohibited.

B. PERFORMANCE

1. REPORTING

Reporting performance is a requirement of this agreement. FloridaCommerce is preparing a portal for Training Providers to upload program information directly into the Employ Florida management information system. This will include the performance information currently provided to CSSWF board staff for uploading. Measurable performance standards have not yet been received but likely will be related to program completion, credential attainment, employment and wages. Training Providers will supply performance information through the portal to include Social Security Number, Start Date, Status (Enrolled, Completed, Withdrew, Transferred), Exit Date and Credential (Yes, No, Unknown). Training Provider is also required to report performance to the Florida Department of Education (DOE) or appropriate agency. DOE reporting may be through the Florida Education and Training Placement Information Program (FETPIP) or the Commission for Independent Education (CIE). Although performance reporting to the CIE (for schools licensed through the CIE) is generally optional, it is required for schools requesting continued inclusion on Eligible Training Provider Lists (ETPLs). The Training Provider shall understand that subsequent eligibility will be based, in part, on data reflecting favorable outcomes as verified by these agencies.

C. AGREEMENT PERIOD

This Agreement will become effective on the date on which it has been signed by both parties and will end on **June 30, 2026**. Training Provider must meet minimum levels of performance. Program performance and costs will be reviewed at least annually. This agreement may be canceled 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 WIOA and/or WT participants already enrolled in training.

D. PAYMENT AND DELIVERY

1. Tuition payments will be considered only for those individuals referred to Training Provider by Center staff as evidenced by a valid CSSWF "Authorization Form," as noted above in Section A. 1. Tuition or other payments will be made to Training Provider only for those individuals enrolled in and receiving training.
2. Training Provider shall forward to Center staff an Authorization Form and written invoice for this tuition/fee at the time a student referred begins training and becomes eligible for invoicing. This invoice is payable to 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 CSSWF such tuition/fees, which are paid by CSSWF for individuals who enroll in and begin training but drop out of courses.
4. CSSWF shall make all payments for authorized enrollments prior to the termination of this initial Agreement.
5. Any changes in the Training Provider's tuition and fees must be submitted in writing with justification to CSSWF for approval. Changes must be reviewed and accepted by CSSWF prior to implementation.
6. With the executed copy of this Agreement, the Training Provider will supply CSSWF with a copy of its written policies concerning refunds, cancellations, attendance and withdrawals. These policies must be applied to the students funded with CSSWF financial resources the same as they would apply to any student funded with other financial resources. The Training Provider agrees not to accept a voucher that was transferred to any other student.
7. 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.

Payment Procedure

- a) Training Provider provides a standard curriculum for tuition and fees. The catalog rates applicable at the time of enrollment less any applicable discounts will be the basis for reimbursement. The payment for training services under this Agreement shall be based on the Training Provider's response on the Training Provider's Application and will not exceed the CSSWF cap, to be determined annually. Payments will generally include tuition, lab fees, registration fees, other fees, industry-recognized occupational testing and licensing. For books, tools, uniforms, equipment or supplies required for students, CSSWF would prefer payments be made directly to the school rather than to a third party. The Training Provider will receive funds based on the information contained on the Authorization Form and from the coordination of other funding sources available to the student.
- b) To receive reimbursement, the Training Provider must submit an official Authorization Form and invoice, supported by back-up documentation on costs. The payment request should be addressed to the referring Center.
- c) Invoices accepted for payment will generally be paid within thirty (30) days of receipt.
- d) Authorization Forms and Invoices not accepted for payment will be returned to the Training Provider with an explanation.

E. RECORDS

1. Training Provider shall provide to the Center staff monthly progress reports indicating both the progress and attendance of the participant and signed by student and instructor or qualified school representative.

2. Training Provider shall notify Center staff within 10 days of participant's completion or termination/drop from training program. In such an instance, information concerning participant's employment, if known, must also be indicated on the progress report.
3. In the event that either the Training Provider or CSSWF obtains access to any records, files, or other information of the other party in connection with, or during the performance of this Agreement, then that party shall keep all such records, files or other information confidential, and shall comply with all laws and regulations concerning the confidentiality of such records, files or other information to the same extent as such laws and regulations apply to the other party. The Training Providers and CSSWF recognize and agree that the school districts and other educational institutions are subject to the provisions of the Florida Records Law under Chapter 119, Florida Statutes. The Training Providers and CSSWF shall comply with Florida's Public Records Laws and agree to keep and maintain public records in accordance with Florida law and records retention schedules. Further, the Training Providers and CSSWF will ensure exempt or confidential records from public records disclosure requirements are not disclosed except as authorized by law.

F. ACCESS TO RECORD & MONITORING

Training Provider shall make available to CSSWF, the State of Florida, United States Department of Labor, Comptroller General of the United States, and CareerSource Florida (CSF), or their designated representatives, any books, documents, papers, records including computer records of Training Provider as they may deem necessary which are directly pertinent to charges to the program in order to conduct audits and examinations and make excerpts, transcripts and photocopies. This right includes timely and reasonable access to Training Provider personnel for the purpose of interviews and discussions related to such documents.

G. AUDITS

If applicable, Training Provider shall provide for an independent certified audit conducted in accordance with generally accepted auditing standards as mandated by the provisions of the Office of Management and Budget (OMB), Audits of Institutions of Higher Education and Other Non-Profit Institutions, Audits of State and Local Governments, and any other specific requirements imposed by CSSWF.

H. ASSIGNMENTS AND SUBCONTRACTS

Training Provider shall not subcontract, assign or transfer any rights or responsibilities under this agreement or any portion thereof without the written approval by CSSWF, unless otherwise authorized by this Agreement. A written subcontract must be presented to CSSWF 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 for.

I. TERMINATION FOR CONVENIENCE/DEFAULT

1. CSSWF or Training Provider may terminate this Agreement for convenience when it is in the best interest of CSSWF or Training Provider. CSSWF 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 thirty (30) days after 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.
2. CSSWF or Training Provider may terminate this Agreement when it has determined that either party has failed to provide any of the services specified herein or has violated any stipulations of this Agreement. If the Training Provider fails to perform, in whole or in part, or to make sufficient progress, so as to endanger performance, CSSWF will notify the Training Provider of such unsatisfactory performance in writing. The Training Provider has ten (10) working days from receipt of notice in which to respond with a plan agreeable to CSSWF 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, CSSWF will serve a termination notice, which shall become effective within fifteen (15) days after its issuance.

In the event of such termination, CSSWF shall be liable for payment only for services rendered prior to the effective date of termination. Final billing for payment must be received by CSSWF within thirty (30) days of termination date.

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

CSSWF reserves the right to automatically terminate an Individual Training Account (ITA) or Authorization for Non-ITA Funded Training if 1) participant drops-out of training; 2) fraud has been committed by any party involved; or 3) Training Provider fails to invoice within sixty (60) days of participant's last day of attendance.

J. AMENDMENTS/NOTIFICATIONS

1. CSSWF reserves the exclusive right to amend, modify or extend this Agreement with written agreement of Training Provider. However, mandatory changes in regulations, policies or law will be unilaterally amended by CSSWF and will be effective upon the receipt by the Training Provider of a written notice of change signed by CSSWF President/CEO.
2. This Agreement constitutes the entire agreement between the parties hereto and cannot be changed except in writing signed by each of the parties to this Agreement.

3. All notices under this Agreement shall be given in writing to the parties at:

If to Training Provider: **Dr. Jonathan Gueverra, President/CEO**

The College of the Florida Keys

5901 College Road

Key West, FL 33040

If to CSSWF:

Ms. Peg Elmore, President/CEO

CareerSource Southwest Florida

6800 Shoppes at Plantation Drive, Suite 170

Fort Myers, FL 33912

If given by 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.

K. SIGNATURES - IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth below the respective signatures.

The College of the Florida Keys

Training Provider

CareerSource Southwest Florida

Local Workforce Development Board

Dr. Jonathan Gueverra, President/CEO

Printed Name and Title

Ms. Peg Elmore, President/CEO

Printed Name and Title

Signature

Signature

Date

Date