



## Training Provider Agreement- Initial

This Training Provider Agreement is by and between **TAMPA BAY WORKFORCE ALLIANCE, INC. d/b/a CAREERSOURCE TAMPA BAY**, hereinafter referred to as **CareerSource Tampa Bay** and **UMA Education, Inc., d/b/a Ultimate Medical Academy** hereinafter referred to as the Training Provider.

Whereas, CareerSource Tampa Bay has available funding for certain training of eligible individuals under the Workforce Innovation Opportunity Act (WIOA), Temporary Assistance for Needy Families (TANF), Trade Adjustment Act (TAA), Supplemental Nutritional Assistance Program (SNAP), and other special project training funds and;

Whereas, in response to the training needs of youth and unskilled and/or dislocated workers in Hillsborough County, CareerSource Tampa Bay may request from time to time that the Training Provider provide certain prescribed training to eligible individuals referred by CareerSource Tampa Bay, 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 Tampa Bay and the Training Provider as to the training program(s) to be provided to those eligible individuals referred by CareerSource Tampa Bay staff and accepted by the Training Provider and the operating procedures governing payment for that training program, and;

Whereas, authorized CareerSource Tampa Bay staff acts as the referral agent for CareerSource Tampa Bay customers, and;

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

2. For individuals requiring a renewal of their CareerSource Tampa Bay Individual Training Account Voucher, such voucher shall not be issued until receipt of transcript or an acceptable form of progress report. CareerSource Tampa Bay students shall be eligible for program completion in accordance with the same standards as the general student population of Training Provider.

3. The Training Provider shall provide the course(s) as specified in the approved program description. The Training Provider shall notify CareerSource Tampa Bay of any changes in the approved program descriptions prior to the enrollment of any individual referred by CareerSource Tampa Bay staff.
4. Course content, teaching strategy, and overall program descriptions shall be the exclusive responsibility of Training Provider. Nothing in this Agreement shall give CareerSource Tampa Bay the right to review, edit, or modify Training Provider's courses.
5. It is understood and agreed that WIOA customers will receive a comprehensive objective assessment and individual service strategy by CareerSource Tampa Bay 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 Tampa Bay. 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 Tampa Bay staff.
6. All CareerSource Tampa Bay 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 Tampa Bay customers. CareerSource Tampa Bay 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 Tampa Bay staff for training will be evaluated for all financial aid eligibility normally available to other students.
7. The Training Provider shall adhere to the WIOA as to the disposition of the Pell Grant for individual customers. Pell Grant dollars must be used to pay tuition for WIOA customers in training. A WIOA customer may enroll in WIOA-funded training while his/her application for a Pell Grant is pending as long as CareerSource Tampa Bay staff has made arrangements with the Training Provider and the WIOA customer regarding allocation of the Pell Grant, if it is subsequently awarded. In that case, the Training Provider must reimburse CareerSource Tampa Bay the funds used to underwrite the training for the amount the Pell Grant covers. Reimbursement is not required from the portion of Pell Grant assistance disbursed directly to the customer for education-related expenses.
8. The Training Provider will seek and coordinate other funding sources for WIOA students, in accordance with Training Provider's normal procedures. The Training Provider agrees to notify CareerSource Tampa Bay staff in writing on a quarterly basis of any financial aid provided to students so long as a student has signed a FERPA release similar to that which is included as Appendix A. 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 Tampa Bay funds.
9. The Training Provider acknowledges and understands that remuneration to attract CareerSource Tampa Bay students is prohibited.
10. 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 Tampa Bay, and/or its contractors, taking into consideration the information available, including the assessed needs of the potential trainee, geographical location of the training and the residence of the potential trainee, any additional costs of the training to the trainee, etc. Potential trainees requesting specific training from

a pre-selected school will be given a list of approved Training Providers who provide the same type of training 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 Tampa Bay and/or its designated contractors.

11. The Training Provider will be required to submit documentation on an annual basis to include current CIE Licensure, FETPIP report, school catalog and schedule or website link, building facility accessibility checklist, and a copy of the current liability insurance.

## B. PERFORMANCE REPORTING

Training Providers must supply performance information to the Florida Education and Training Placement Information Program (FETPIP). Reporting to FETPIP is a requirement of this Agreement. The Training Provider shall understand that subsequent eligibility will be based, in part, on data reflecting favorable outcomes as verified by FETPIP.

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: [trainingvendor@careersourcetb.com](mailto:trainingvendor@careersourcetb.com). Subject line should include subject matter that is being provided. All reporting requirements are subject to Training Provider receiving a valid FERPA release signed by the student similar to that which is included as Appendix A.

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 providers are 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 Tampa Bay funding assistance. 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 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 Career Source Tampa Bay.
- D. Enrollments for the addition of new training programs are limited to a maximum of 12 until performance is established.

## C. AGREEMENT PERIOD

This Agreement will become effective on 1/10/2022, and remain in effect until 12/31/2022, with the option to renew for three additional years as long as approved by the Workforce Solutions Committee and Board of Directors and the Training Provider provides annually: performance data, valid licensures, and updated costs for tuition and fees.

Failure to respond to request for previous or current participant information will terminate this Agreement. With exception to the above statement of cancellation, this Agreement may be cancelled at any time by either party with thirty (30) days written notice. In the event of such cancellation, there shall

be no interruption in services for customers already enrolled in training.

#### D. PAYMENT AND DELIVERY

1. Tuition payments will be considered only for those individuals referred to the Training Provider by CareerSource Tampa Bay as evidenced by a valid CareerSource Tampa Bay 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 Tampa Bay an original, signed and embossed Individual Training Account Voucher and written invoice for this tuition/fee at the time a student begins training and become eligible for invoicing. This invoice is payable to the Training Provider upon receipt in accordance with payment procedures listed below.
3. Training Provider shall refund to CareerSource Tampa Bay such prorated tuition/fees which are paid by CareerSource Tampa Bay for individuals who enroll in and begin training, but drop out of courses in accordance with Training Providers refund policies found in its school Catalog. Refund payment shall never be made to the student for funds received by the Training Provider from CareerSource Tampa Bay under this Agreement.
4. The Training Provider agrees that CareerSource Tampa Bay shall not incur financial liability for students enrolled prior to receipt of a voucher which bears the signature of authorized personnel working on behalf of CareerSource Tampa Bay and is embossed with the CareerSource Tampa Bay seal. No verbal authorizations for enrollment into training will ever occur under this agreement.
5. CareerSource Tampa Bay will make all payments for authorized enrollments prior to the termination of this Agreement.
6. Any changes in the Training Provider's tuition and fees must be submitted in writing to CareerSource Tampa Bay.
7. With the executed copy of this Agreement, the Training Provider will supply CareerSource Tampa Bay with a copy of its written policies concerning refunds, cancellations, and withdrawals. These policies must be applied to CareerSource Tampa Bay students the same as they would apply to any other student. The Training Provider shall, in conformity with the general refund policies of the Training Provider, refund such tuition, books and fees that are paid by CareerSource Tampa Bay for individuals who enroll in and begin training but drop out of courses or training. The Training Provider agrees not to accept a voucher that was transferred to any other student.
8. The Training Provider acknowledges and understands that under no circumstance can it hold the student accountable for any program costs that are attributable to this Agreement and as such CareerSource Tampa Bay shall remain liable for all such program costs.
9. Payment Procedure
  - a) The Training Provider will receive funds based on the information contained on the Individual Training Account Voucher and from the coordination of other funding sources available to the student.
  - b) To receive reimbursement, the Training Provider must submit to CareerSource Tampa Bay an official, embossed Individual Training Account Voucher and invoice supported by back up documentation on costs. The payment request should be addressed to the Finance Dept. at the CareerSource Tampa Bay address specified below in Section L.
  - c) Individual Training Account Vouchers and invoices accepted for payment will generally be paid

within thirty (30) days of receipt.

- d) Individual Training Account Vouchers and invoices not accepted for payment will be returned to the Training Provider with an explanation.

#### E. RECORDS

1. The Training Provider shall provide to CareerSource Tampa Bay staff monthly progress reports indicating both the progress and attendance of CareerSource Tampa Bay students and signed by student and instructor or qualified school representative.
2. The Training Provider shall notify CareerSource Tampa Bay staff within 5-10 days of a CareerSource Tampa Bay student's completion or termination/drop from training program. In such an instance, information concerning the CareerSource Tampa Bay student's date of employment, wage, job title, CIP code, if known, must also be indicated on the progress report. If the 5-10 business day notification period cannot be met due to extraordinary reasons, it is the responsibility of the Training Provider to communicate this to CareerSource Tampa Bay and coordinate an alternative option.
3. The Training Provider shall provide CareerSource Tampa Bay 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 Tampa Bay's authorized staff for any monthly progress report, attendance information, completion/termination information, transcripts and/or credentials.
4. The Training Provider shall take any and all necessary steps to insure the confidentiality of personal information including, name, Social Security Number, Social Security benefit data, date of birth, official State or government issued driver's license or identification number, alien registration number, government passport number, employer or taxpayer identification number, home address, phone number and medical information of each trainee receiving a CareerSource Tampa Bay 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 Tampa Bay.
5. At any time during normal business hours and as often as CareerSource Tampa Bay, 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 Tampa Bay to the Training Provider under this agreement, for examination, audit, or for the making of excerpts or copies of such records. This provision shall also include timely and reasonable access to the Training Provider's personnel for the purpose of interviews and discussions related to such documents.

#### F. AUDITS

If applicable, the Training Provider shall be subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507) and revised OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations" and any other specific requirements imposed by the Career Source Tampa Bay Board of Directors.

#### G. ASSIGNMENTS AND SUBCONTRACTS

The Training Provider shall not subcontract, assign or transfer any rights or responsibilities under this

agreement or any portion thereof without the written approval by CareerSource Tampa Bay, unless otherwise authorized by this Agreement. A written subcontract must be presented to CareerSource Tampa Bay for consideration. In no case shall such consent relieve Training Provider from the obligation under or change the terms of this Agreement unless otherwise provided.

## H. TERMINATION FOR CONVENIENCE/DEFAULT

1. As noted in Section C, failure to respond to request for previous or current participant information will terminate this Agreement.
2. CareerSource Tampa Bay or Training Provider may terminate this Agreement for convenience by providing thirty (30) days advance written notice when it is in the best interest of CareerSource Tampa Bay or Training Provider. CareerSource Tampa Bay may suspend this Agreement for the purpose of investigating irregularities under this Agreement. Any termination for convenience or suspension will be preceded by written notice setting forth the effective date of said termination or suspension. The termination/suspension shall be effective as of the date the notice is issued and the Training Provider has thirty (30) days after the effective date to bill for payment. The Training Provider shall be entitled to receive just and equitable compensation for any services performed hereunder through the date of termination or suspension.

In the event of termination for whatever reason, both parties agree to negotiate a plan to ensure an orderly transition for customers in training. If the Training Provider elects to remove themselves from the approved Training Provider list, the Training Provider is required to “train out” any students financially supported by a CareerSource Tampa Bay 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 Tampa Bay will notify the Training Provider of such unsatisfactory performance. If such unsatisfactory performance continues, CareerSource Tampa Bay will notify the Training Provider in writing. The Training Provider will have ten (10) working days from receipt of notice in which to respond with a plan agreeable to CareerSource Tampa Bay 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 Tampa Bay 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 Tampa Bay will serve a termination notice which shall become effective within fifteen (15) days after its issuance.

In the event of such termination, CareerSource Tampa Bay shall be liable for payment only for services rendered prior to the effective date of termination and any costs associated with “training out” students. Final billing for payment must be received by CareerSource Tampa Bay within thirty (30) days of termination date. CareerSource Tampa Bay staff will also present information to the CareerSource Tampa Bay Board of Directors regarding the performance issues and recommend removal of the Training Provider from the list of approved Training Providers.

4. The Training Provider shall give CareerSource Tampa Bay written notice of any perceived breach, and it shall give CareerSource Tampa Bay ten (10) working days to cure any perceived breach under the Agreement.

## I. POLICY

The Training Provider shall adhere to the Procurement, Approval and Maintenance of Training Providers and Programs Policy of CareerSource Tampa Bay, hereinafter referred to as the Policy. The Policy constitutes an integral part of this Agreement and is posted on CSTB-

<https://www.careersourcetampabay.com/about-us/become-a-training-provider/>

CareerSource Tampa Bay reserves the right to amend its policy at any time. When CareerSource Tampa Bay amends its policy, CareerSource Tampa Bay shall provide the Training Provider with general, not specific, notice of such changes by providing written notice to Training Provider and posting a conspicuous announcement on CSTB- <https://www.careersourcetampabay.com/about-us/become-a-training-provider/> 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 Tampa Bay'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 CSTB- <https://www.careersourcetampabay.com/about-us/become-a-training-provider/>

#### 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 Tampa Bay or designee for CareerSource Tampa Bay and an executive officer or designee 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 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 Agreement shall lie exclusively with the courts in Hillsborough County, Florida for those who entered into agreement with CareerSource Tampa Bay.

#### L. CONFIDENTIALITY

Both Parties recognize they may have access to confidential student records and 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 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.

#### M. INDEMNIFICATION

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 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 expand or enlarge the scope of the waiver of sovereign immunity for state agencies as provided in Florida Statutes 768.28, Florida Statutes

**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 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 the 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. 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: Attn: Legal	Job Title: N/A		
Institution Name: UMA Education, Inc. d/b/a Ultimate Medical Academy			
Email: N/A	Phone: #: N/A		
Address: 3101 W Dr MLK Jr Blvd	City: Tampa	State: FL	Zip: 33511

**If to CareerSource Tampa Bay:**

STAFF CONTACT INFORMATION	
Contact Name: Melissa Carroll	Job Title: Program Coordinator



Email: <a href="mailto:carrollm@careersourcetb.com">carrollm@careersourcetb.com</a>	Phone: #: (813)397-2026		
Address: 4902 Eisenhower Blvd. Suite 250	Tampa	FL	33634

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 Tampa Bay
Email: <a href="mailto:invoice@careersourcetb.com">invoice@careersourcetb.com</a>
File formats: pdf, doc, xls, ppt, txt, png, jpg, gif
File size: Less than 20MB
Fax: 855.484.6949

FOR INQUIRIES ONLY:
CareerSource Tampa Bay– Accounts Payable Department
4902 Eisenhower Blvd., Suite 250 Tampa, FL 33634
Phone: 813.397.2057

**P. SIGNATURES**

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

**TAMPA BAY WORKFORCE ALLIANCE  
DBA CAREERSOURCE TAMPA BAY**

By: *John Flanagan*  
John Flanagan (Feb 15, 2022 10:31 EST)  
 John Flanagan  
 CEO  
 CareerSource Tampa Bay

Date: \_\_\_/\_\_\_/\_\_\_ Feb 15, 2022

**Name of Institution** UMA Education, Inc.  
 d/b/a Ultimate Medical Academy

By: *Judith Baruch*  
Judith Baruch (Feb 15, 2022 09:10 EST)

Name: Judith Baruch

Title: Manager, Procurement

Date: \_\_\_/\_\_\_/\_\_\_ Feb 15, 2022