



OFFICE OF THE PRESIDENT

Item 5.2.2

PRESENT TO BOARD: FEBRUARY 21, 2018

TO: SOUTH FLORIDA STATE COLLEGE
DISTRICT BOARD OF TRUSTEES

FROM: THOMAS C. LEITZEL 

SUBJECT: TRAINING PROVIDER AGREEMENT – CAREERSOURCE HEARTLAND

Approval is requested to **renew** a training provider agreement between CareerSource Heartland and South Florida State College for the purpose of providing funding to support its participants. The contract renews annually.

SUGGESTED MOTION:

Move to approve the renewal agreement between CareerSource Heartland and South Florida State College as presented.



Training Provider Agreement

Please see our Quick Reference Guide for determination of "Initial" and "Continued" Training Provider, and check the appropriate box below:

<input type="checkbox"/>	Initial Training Provider Agreement: 2018-2019
<input checked="" type="checkbox"/>	Continued Training Provider Agreement: 2018-2020

THIS AGREEMENT is entered into between CareerSource Heartland, 5901 US Hwy 27 S, Suite 1, Sebring, Florida 33870, and South Florida State College hereinafter referred to as "Training Provider"

Whereas, CareerSource Heartland (CSH) has available funding for certain training of eligible individuals under Title I of the Workforce Innovation and Opportunity Act (WIOA), Florida's Welfare Transition (WT) legislation, and the Trade Adjustment Assistance (TAA) Program; and

Whereas, in response to the training needs of unskilled and/or dislocated workers in DeSoto, Hardee, Highlands, and Okeechobee counties, CSH may request from time to time that Training Provider provide certain prescribed training to eligible individuals referred by the staff of CSH, 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 CSH and Training Provider as to the training program(s) to be provided to those eligible individuals referred by CSH staff and accepted by Training Provider and the operating procedures governing payment for that training program, and

Whereas, that CSH is the designated referral Provider for WIOA, WT, and/or TAA programs and acts as the referral Provider for WIOA, WT, and/or TAA participants.

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

A. STATEMENT OF WORK

1. Eligible individuals referred by CSH to Training Provider shall be enrolled in the approved training course(s) specified on the CSH Individual Training Account (ITA) Voucher. The tuition charged shall be the published tuition/fee less applicable discounts for these courses. CSH will not pay any other fees that are not specified in this Agreement or on the ITA Voucher.
2. For individuals requiring a renewal of the CSH ITA Voucher, such voucher shall not be issued until receipt of transcript or an acceptable form of progress report. CSH customers' shall be eligible for program completion in accordance with the same standards as the general student population of Training Provider.
3. Training Provider shall provide the training program(s) as specified in the Training Application, and as approved by CSH. The Training Provider shall notify CSH of any changes in the approved training programs prior to the enrollment of any individual referred by CSH staff.
4. It is understood and agreed that WIOA, WT, and/or TAA participants will receive a comprehensive objective assessment and Individual Service Strategy (ISS/Career Plan) by CSH 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 the Training Provider by CSH staff. The Training Provider is not authorized to enroll the participants into additional training courses or programs without prior written consent of CSH.
5. Training Provider agrees that each individual referred for training will be evaluated for all financial aid eligibility normally available to Training Provider students. Students eligible for WIOA, WT, and/or TAA assistance shall not be discriminated against in receipt of such financial aid solely on their status as WIOA, WT, and/or TAA participants. WIOA, WT, and/or TAA participants shall be afforded all the rights, privileges,

and benefits available to the general student population of the Training Provider. WIOA, WT, and/or TAA clients will not be charged out-of-state tuition rates.

6. Training Provider agrees to coordinate with CSH staff on matters related to financial assistance programs under **Title IV of the Higher Education & Opportunity Act (HEOA)**. Training Provider agrees that where student financial aid programs for post-secondary education are available, Training Provider shall ensure that the WIOA, WT, and/or TAA funds provided by CSH **do not duplicate** funds otherwise available in the area. HEOA includes but is not limited to programs such as Pell Grant; Supplemental Education Opportunity Grant; Workstudy; Perkins Loan; Federal Family Education Loan Program – including Stafford, PLUS, Federal Supplemental Loans for Students; and the Direct Loan Program.
7. Training Provider agrees to notify the CSH Chief Programs Officer, in writing, of any financial aid provided to WIOA, WT, and/or TAA 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. CSH has established a policy of requiring the client to **utilize HEOA Grants first**. However, CSH works with participants to maximize benefits available for the ultimate goal of successful completion of training. This individualized planning process may mean that the first source of funding may vary between Pell Grants or CSH, based on student need. CSH will create an **ITA Voucher**, which will specify the expenses to be paid by WIOA, WT, and/or TAA funds. The Training Provider shall adhere to the plan of action established as to the disposition of the Pell Grant for individual participants.
8. Training Provider will seek and coordinate other funding sources for the WIOA, WT, and/or TAA student. The types and amounts of these other funding sources will be made available to the student's career manager and CSH through the ITA Voucher billing process.
9. Training Provider acknowledges and understands that remuneration to attract WIOA, WT, and/or TAA students is prohibited.
10. Training Provider agrees to maintain proper institutional accreditation and/or Florida licensure.
11. Training Provider shall provide to CSH, monthly progress reports/data on students enrolled in approved training, as well as final performance reporting (i.e., accreditation received, etc.)

B. FETPIP AND PERFORMANCE REPORTING

Effective July 1, 1999, 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.

As a requirement to maintaining subsequent eligibility, the Training Provider is responsible for making arrangements and providing FETPIP with the information that FETPIP requires in a timely manner (the FETPIP phone number is 850-245-0429).

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

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

- Total number of persons enrolled in the program
- Total number of CSH participants enrolled in the program
- Total number of persons completing the program
- Total number of CSH participants completing the program
- Total number of persons awarded a recognized industry or post-secondary credential
- Total number of CSH participants awarded a recognized industry or post-secondary credential
- Total number of persons employed after completing the program
- Total number of CSH participants employed after completing the program
- Average wage rates of persons employed after completing the program

- Average wage rates of CSH participants employed after completing the program
- Information on the program costs of each program for participants completing the program (these costs should include all costs related to the program, including tuition, books, lab fees, supplies, application fees, exam fees, test fees, etc.)
- Information on the industry-recognized credential, including post-secondary credential, received upon completion, and whether or not the credential is stackable with other credentials as a career ladder/pathway sequence.

C. Performance payments to Training Service Providers

Background

Locally developed ITA Agreements between CSH and eligible training service providers will include provisions for a performance based payment in compensation for costs which are over and above those normally covered by tuition. Such costs are those associated with the processing of ITAs, the tracking and reporting of outcomes to FETPIP – for those students being funded by WIOA only. Performance payments will be a fixed amount associated with each individual voucher.

Procedures

CSH agrees to an incentive payment of \$50.00 for six (6) months retention in a training related occupation. In order to be eligible for this incentive payment, the training provider that holds the ITA must:

- At least 30 days prior to graduation and/or completion, refer the participant for registration to the state-approved job match system provided through the WIOA-contracted provider at any CSH center.
- Provide general Labor Market Information to assist the student in finding employment, and enter that service into the job matching system.
- Coordinate with the WIOA-contracted provider and the respective CSH Career Manager at the time of graduation completion, to ensure initial placement.
- Report to the WIOA-contracted provider, through the use of the “monthly attendance progress report”, initial placement information which must include, as a minimum, the following:
 - Employer name, address, phone number
 - Job title
 - CIP code
 - Job start date
 - Hourly wage
- A subsequent report must be submitted to the WIOA-contracted provider verifying six months’ retention, utilizing the “comments” section of the “monthly attendance/progress report” to document this requirement (a copy of the initial placement report is preferred). Minimum information should include the date verified, the name and position of the person providing the verification, and the hourly rate of pay. If the participant has changed employers, a sequence of events must be documented which substantiates six months employment in a training related occupation. This may require the submission of multiple “monthly attendance progress reports” (one for each of the participant’s employers).

Performance payments not earned by the training provider may not be charged back to the WIOA participant and may not create any manner of additional charge or debt to the participant.

D. AGREEMENT PERIOD

1. **For Initial or First-Year Training Providers**, this Agreement will be effective on the latest date of signature and will end on June 30, 2019.

Pursuant to the First-Year Agreement period, providers must re-apply by completing a Continued Eligibility Application which should be prepared and submitted to CSH by March 30, 2019, ninety days (90) before this agreement ends. Training Providers must meet minimum levels of performance.

2. **For Continued Training Providers**, this Agreement will be effective on July 1, 2018 and will end on June 30, 2020. Renewal of this agreement will be re-determined on a biennial basis according to updated cost and program information to re-determine eligibility based on performance.

Pursuant to this agreement, providers must re-apply by completing a new Continued Eligibility Application which should be prepared and submitted to CSH by March 30, 2020, ninety days (90) before this agreement ends. Training Providers must meet minimum levels of performance.

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, WT and/or TAA participants already enrolled in training.

E. PAYMENT AND DELIVERY

1. Tuition payments will be considered only for those individuals referred to Training Provider by CSH staff as evidenced by a valid CSH ITA Voucher. 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 CareerSource Heartland Administrative Offices, 5901 US Hwy 27 S, Suite 1, Sebring, Florida 33870, a completed original ITA Voucher 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 CSH such tuition/fees, which are paid for individuals who enroll in and begin training, but drop out of courses.
4. CSH 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 CSH Administrative Office for approval. Changes must be reviewed and accepted by CSH prior to implementation.
6. With the executed copy of this Agreement, the Training Provider will supply CSH with a copy of its written policies concerning refunds, cancellations, and withdrawals. These policies must be applied to all CSH sponsored students the same as they would apply to any student. 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 is providing 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. The Training Provider will receive funds based on the information contained on the ITA Voucher and from the coordination of other funding sources available to the student. The Training Provider will not charge additional fees, i.e., out-of-state tuition rates, in addition to standard curriculum for tuition and fees.
- b. **To receive reimbursement**, the Training Provider must submit to the CSH Administrative Office, a completed original CSH ITA Voucher and invoice, supported by backup documentation for the costs billed and a cumulative summary of HEOA grants awarded for each customer. The payment request should be addressed to: CareerSource Heartland, ATTN: Accounts Payable, 5901 US Hwy 27 S, Suite 1, Sebring, Florida 33870.
- c. ITA Vouchers and invoices accepted for payment will generally be paid within thirty (30) days of receipt.
- d. ITA Vouchers and invoices not accepted for payment will be returned to the Training Provider with an explanation.

F. RECORDS

Upon request, Training Provider shall provide to CSH*, progress reports indicating both the progress and attendance of the participant, signed by both the student and the instructor or qualified school representative. (*see document titled "Contact Information")

Training Provider shall notify the appropriate CSH representative* within 5-10 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. (*see document titled "Contact Information")

G. ACCESS TO RECORD & MONITORING

Training Provider shall make available to CSH, the State of Florida, United States Department of Labor, Comptroller General of the United States, and CareerSource Florida or their designated representatives, any books, documents, papers, letters, 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.

H. AUDITS

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

I. ASSIGNMENTS AND SUBCONTRACTS

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

J. TERMINATION FOR CONVENIENCE/DEFAULT

1. CSH or Training Provider may terminate this Agreement for convenience when it is in the best interest of CSH or the Training Provider. CSH 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. CSH or Training Provider may terminate this contract 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, CSH 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 CSH 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, CSH will serve a termination notice, which shall become effective within fifteen (15) days after its issuance.

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

The Training Provider shall give CSH written notice of any perceived breach, and it shall give CSH ten (10) working days to cure any perceived breach under this Agreement.

K. AMENDMENTS/NOTIFICATIONS

1. CSH reserves the right to amend, modify or extend this Agreement, with written acknowledgement of Training Provider. Mandatory changes in regulations, policies or law will be unilaterally amended by CSH and will be effective upon the receipt by the Training Provider of a written notice of change signed by the CSH 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 the following address:

Thomas C. Leitzel, Ph.D.
President
South Florida State College
600 West College Drive
Avon Park, FL 33825

Donna Doubleday, President/CEO
CareerSource Heartland
5901 US Hwy 27 S, Suite 1
Sebring, Florida 33870

If given by mail, notices shall be deemed given upon mailing as specified in this paragraph. Either party may change the name of the person or address to which future notices are sent as provided by this paragraph.

L. SIGNATURES

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

SOUTH FLORIDA STATE COLLEGE



Thomas C. Leitzel, Ph.D., President

2-22-18

Date

CAREER SOURCE HEARTLAND



Donna Doubleday, President/CEO

6-5-18

Date

NOTE: Outcomes/guidelines subject to change pending State of Florida guidelines regarding training providers as identified in the Workforce Innovation and Opportunity Act (WIOA)