

Services Agreement
between
BREVARD WORKFORCE DEVELOPMENT BOARD, INC
and
FLORIDA INSTITUTE OF TECHNOLOGY
TRAINING AGENT AGREEMENT

1. Parties to Agreement

This is an Agreement between the **Brevard Workforce Development Board, Inc.**, referred to as **BW or Brevard Workforce**, and **Florida Institute of Technology**, referred to as **Training Agent** for the purpose of providing a broad range of educational and training services to eligible individuals in Brevard County.

2. Contract Type and Amount

This is an Indefinite Delivery/Indefinite Quantity Contract Agreement between BW and the Training Agent and is subject to available funding. The Training Agent guarantees under this Agreement to provide training to BW customers in a timeline mutually agreed to. Payment made by BW to the Training Agent under this Contract will be in accordance with individual BW vouchers issued during the Term of the Agreement.

This Agreement does not agree to any predetermined total dollar amount, and the signing of this Agreement does not require BW to purchase any training from the Training Agent.

3. Term of the Agreement

This Agreement will become effective on the date this agreement is fully executed and remain in full force and effect for five years thereafter unless otherwise extended or terminated by the parties. This Contract may be modified at any time upon mutual agreement of the parties.

It will be the responsibility of the Training Agent to provide BW with an updated summary of any requested changes to the Course and Fee Schedule (attachment B) with justification and any updates to policies concerning refunds, cancellations, and withdrawals no later than June 30th of each year. Annually, BW will make determinations on continuing individual training programs based on the current year Regional Targeted Occupations List as well as reported performance, and updated cost and program information provided by the Training Agent to BW.

4. Statement of Work

- 4.1. Eligible individuals referred by Brevard Workforce Career Center (BWCC) staff to the Training Agent shall be enrolled in the approved training course(s)/program specified in the Voucher for Services (Attachment A), referred to as voucher or vouchers. Voucher(s) shall be issued for a semester, similar training cycle, or six months, whichever time period is shorter.
- 4.2. The Training Agent shall invoice BW for the course(s) in which the participant is enrolled and attending for the current semester or similar training cycle at the agreed upon tuition/fee less applicable discounts or financial aid. BW shall not pay any fees that are not specified in this contract, as per the Course and Fees Agreements (Attachment B), or in the individual participant's voucher.
- 4.3. The Training Agent acknowledges and understands that under no circumstance can it hold the student accountable for any program costs that are paid through the vouchers as a provision of this Agreement and/or vouchers issued through this Agreement. Students will be held responsible for costs not covered by those vouchers.
- 4.4. The Training Agent shall only provide services under a voucher if it has been signed and sealed by a BWCC Site Manager. Upon receiving a voucher that is not signed and sealed, the Training Agent shall return the voucher to the student for proper execution by BW prior to enrollment.
- 4.5. The Training Agent shall only provide the course(s)/program authorized in Attachment B, Courses and Fees Agreements, or those courses/program(s) authorized by BW through a written letter of approval accompanied by a Course and Fees Agreement. A Course and Fees Agreement is authorized by BW upon the signature of BW Vice President of Operations.
- 4.6. The Training Agent shall notify BW of any changes that will affect a Course and Fees Agreement prior to the enrollment of any individual referred by the BWCC.
- 4.7. The Training Agent shall charge a total amount not to exceed the respective Course and Fees Agreement inclusive of all paying parties and financial aid. BW shall pay the remainder of the authorized Voucher for Services after all other grants and financial aid have been applied.
- 4.8. The Training Agent is not authorized to enroll BWCC referred participants into additional training courses or programs without prior written consent of BWCC staff.
- 4.9. The BWCC will ensure that each referred individual will be encouraged to apply for financial aid. Likewise, the Training Agent agrees that each individual referred by BWCC for training will be evaluated for all financial aid eligibility.

normally available to the Training Agent's students and shall be evaluated for and receive such financial aid without discrimination based on the student's BW funding eligibility status. BW funded participants shall be afforded all the rights, privileges, and benefits available to the general student population of the Training Agent.

- 4.10. The Training Agent agrees to increase the availability of alternative financing, (i.e. scholarships, loans). To the maximum extent possible, the Training Agent shall use funding sources other than the funding provided by BW for BWCC referred individuals.
- 4.11. The Training Agent shall adhere to the Federal Workforce Investment Act (WIA) regarding the disposition of Pell Grant funding for individual participants. A WIA participant may enroll in training while his/her application for a Pell Grant is pending, but the Training Agent and the BWCC must agree to the use of any subsequently awarded Pell Grant dollars prior to the participant beginning training. If awarded, the Training Agent reimburses BW the WIA funds used to subsidize the training as previously agreed. Reimbursement is not required from the portion of Pell Grant assistance disbursed to the WIA participant for other than education related expenses.
- 4.12. The Training Agent will seek and coordinate other funding sources for BW funded students and agrees to notify the BWCC Staffing Specialist listed on the respective voucher in writing on a quarterly basis of any financial aid provided to BW funded students. It is the responsibility of the Training Agent to provide sufficient oversight to prevent misapplication of funds, such as double payment of any charges or the utilization of Federal funds when other funds could have been used for the same purpose. The voucher will specify the expenses allowable for payment by BW funds.
- 4.13. The Training Agent acknowledges and understands that in accordance with the Florida Workforce Innovation Act, the use of unlawful remuneration to a BW funded student in return for attending the Training Agent's institution is prohibited. Unlawful remuneration does not include student financial assistance programs.
- 4.14. The Training Agent agrees not to offer or provide anything of value to any BW employee, agent, or assignees including a gift, loan, reward, promise of future employment, favor, or service, based on the understanding that BW will direct or influence customers to attend classes or train through the Training Agent.

5. FETPIP Reporting

As required by the state, the Training Agent 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 Agent

understands that subsequent eligibility will be based, in part, on data reflecting favorable outcomes as verified by FETPIP.

The Training Agent is responsible for making arrangements and providing the information required by FETPIP in a timely manner. For further information on FETPIP, visit the FETPIP website at <http://www.firn.edu/doe/fetpip> or call FETPIP at (850) 245-9754.

6. Payment and Delivery

- 6.1. Tuition payments will be considered only for those individuals referred to the Training Agent by BWCC as evidenced by a valid voucher. Tuition or other payments will be made by BW to the Training Agent only for those individuals enrolled in and receiving training or for those individuals who have completed training.
- 6.2. The Training Agent shall forward to BW a written invoice for this tuition/fee at the time a referred student begins training and becomes eligible for invoicing.
- 6.3. The Training Agent shall ensure that all invoices are priced according to the respective Course and Fees Agreement. The Course and Fees Agreement supersedes pricing on the Voucher for Services.
- 6.4. The Training Agent agrees not to accept a voucher that was transferred to any other student or that appears altered in any way. Upon receiving an ineligible voucher under either of the previous conditions, the Training Agent will immediately refer the customer along with the voucher back to the Staffing Specialist specified on the voucher.
- 6.5. Upon execution of this Agreement, the Training Agent will supply BW with a copy of its written policies for the general student population concerning refunds, cancellations, and withdrawals. The submitted policies will remain in effect throughout the agreement period unless otherwise approved in writing by BW.
- 6.6. In conformity with the Training Agent's submitted refund policies, the Training Agent shall refund to BW such tuition/fees that are paid by BW for individuals who enroll in and begin training but drop out of courses.
- 6.7. Any changes in the Training Agent's tuition and fees must be submitted in writing with justification to BW for acceptance. Changes must be reviewed and accepted by BW prior to implementation under this Agreement. If the changes are accepted, BW will issue a revised Course and Fees Agreement in writing. All Course and Fees Agreements (Attachment B) remain in full effect until new Course and Fees Agreements are received and authorized in writing by BW.

6.8. The Training Agent acknowledges and understands that under no circumstances shall out of state tuition be paid by BW funding above the Course and Fees Agreement approved amounts..

6.9. Payment Procedure:

6.9.1. The Training Agent will receive funds based on the information contained in the voucher and from the coordination of other funding sources available to the student.

6.9.2. To receive reimbursement from Brevard Workforce, the Training Agent must submit to BW an official voucher and invoice, supported by back up documentation on costs. The payment requested should be addressed to BW Finance Director:

Finance Director
Brevard Workforce Development Board
297 Barnes Blvd.
Rockledge, FL 32955

6.9.3. Vouchers and invoices accepted for payment will generally be paid within thirty (30) days of receipt. In the event of termination, the BW shall be liable only for payment of allowable costs incurred only under the ITA voucher(s) to the Training Agent for prior services rendered up to and including the date of termination. Final billing for payment must be received by BW within thirty (30) days of the termination date.

6.9.4. Vouchers and Invoices not accepted for payment will be returned to the Training Agent with an explanation and any steps to possibly rectify the situation. Vouchers may be returned under circumstances including, but not limited to, the following:

6.9.4.1. The voucher has been altered.

6.9.4.2. The voucher's pricing is higher than the fees agreed on in the respective signed Course and Fees agreement.

6.9.5 Job Placement Performance Incentive

Subject to available funding, Training Agent may be eligible for a \$100 job placement performance incentive fee for individuals who are successfully placed in a training related, unsubsidized, occupation within six (6) months of completing course work and/or graduation from the program.

In order to be eligible for this incentive, Training Agent must submit an invoice for the incentive with the following documentation for BW review and verification:

- 6.9.5.1 The name and SSN of the participant
- 6.9.5.2 Date entered employment
- 6.9.5.3 Job title and entry pay rate
- 6.9.5.4 Name, address and phone number of employer

Only one Incentive fee will be paid per ITA participant.

7. Records

The Training Agent shall notify the BWCC Staffing Specialist listed on the respective voucher within ten (10) days of each participant's completion or termination/drop from the training program. At that time, information concerning that participant's date of employment, wage, job title, and Classification of Instructional Programs (CIP) code(s) must also be indicated on the progress report, such as a transcript or report card. CIP codes may be located online at <http://nces.ed.gov/ipeds/cipcode/Default.aspx?y=55>. The BWCC shall not renew an individual's voucher until a transcript or an acceptable form of progress report available to the participant has been received by the BWCC. BW funded participants shall be eligible for program completion according to the same standards applied to the Training Agent's general student population.

8. Access to Records & Monitoring

8.1. At any time during normal business hours and as often as the following organizations or their designated representatives may deem necessary, the Training Agent shall make available or provide access to all documents, papers, letters, or other materials prepared or received by the Training Agent that are directly pertinent to charges to this program including any relevant financial records, supporting documentation, statistical records, interviews and discussions, and all other pertinent records of the Training Agent involving transactions related to this Agreement. This shall include the right to examine and make excerpts of transcripts and photocopies of the records determined necessary.

- Brevard Workforce
- The State of Florida and its agents
- United States Department of Labor
- United States Department of Health and Human Services
- Comptroller General of the United States
- The Program Review Unit/Office of Workforce Program Development and Guidance AND/OR
- The Office of Civil Rights

These data and records shall be available for examination, audit, or for the making of excerpts or copies of such records for the purpose of auditing and monitoring program activities to determine compliance with the provisions of this Agreement.

- 8.2. The Training Agent shall respond promptly to reasonable requests within normal business operations for information requested by BW and shall allow timely and reasonable access to Training Agent personnel for interviews and documentation related discussions by BW.
- 8.3. All records pertinent to this Contract, including financial, statistical, property, participant records, and supporting documentation, shall be retained by the Training Agent for a period of five (5) years from the date of the final payment of this Contract Agreement or until all audits are complete and findings on all claims have been finally resolved, whichever is later. If any litigation, audit or claim remains unresolved at the expiration of the longest of the hereinabove stated periods, then the records will be retained until all outstanding issues have been resolved.

9. Audits

If applicable, the Training Agent shall provide for an independent certified audit in accordance with generally accepted auditing standards as mandated by the provisions of the Office of Management and Budget (OMB) Circular A-133, "Audits of States, Local Governments and Non-Profit Organizations", and any other specific requirements imposed by Brevard Workforce.

Circulars are available at http://www.whitehouse.gov/omb/circulars_default.

10. Assignments and Subcontracts

The Training Agent may not assign or subcontract any of its duties or responsibilities under this Agreement without the express written consent of BW.

11. Termination

11.1. Termination at Will:

Either party may terminate this Agreement by giving thirty (30) days written notice to the other party with or without cause. Notice of termination shall be sent via certified mail, return receipt requested.

In the event of termination with or without cause, both parties agree to negotiate a plan to ensure an orderly transition for customers in training.

11.2. Termination for Breach:

Upon breach of this Agreement by the Training Agent, BW may terminate this Agreement by written notice to the Training Agent. This written notice of termination shall be sent via certified mail, return receipt requested.

BW reserves the right to grant the Training Agent the opportunity to rectify the breach. BW may send a suspension notice (via certified mail, return receipt requested) and give the Training Agent a specific time to respond with a corrective plan. Failure to respond with a corrective plan acceptable to BW may result in a termination notice to the Training Agent effective from the time of the original suspension.

Waiver of a breach of any provision shall not be deemed a waiver of any other breach, and no waiver shall be construed to be a modification to any of the terms or conditions of this Agreement.

The provisions within this Agreement do not limit BW's remedies at law or in equity.

12. **Amendments/Modifications**

This Agreement may be amended by a written agreement between both parties. Any modification agreement not in writing is not enforceable. In the event of any amendment to existing laws or regulations that BW considers applicable, the parties agree in each occurrence to amend or modify the Agreement to comply with that amendment as determined by BW.

The parties also agree to incorporate other future policies, regulations, provisions, or performance standards applicable to this Agreement as they are issued by the funding agencies.

Both parties agree to change specifications and/or modify this Agreement as necessary to comply with legislation, regulations, and policy directives; manage funding; and meet the needs of the customers.

BW reserves the right to issue general notices unilaterally amending this Agreement if it does not substantially, nor significantly, modify the scope and intent of work. Such notices will be accomplished by written letter amendment or contract modification.

13. **Notices and Communications**

The following individuals have been established by the parties to act as the liaison between BW and the Training Agent to help resolve any issues related to this Agreement or to send and receive certified and other mail or notices related to contractual obligations. In the event that either party designates different representatives after execution of this Agreement, notice of the name, title, address,

email address, and phone number of the new representative shall be rendered in writing to the other party.

For Brevard Workforce:

Sandi Briles, Contracts Officer
297 Barnes Blvd
Rockledge, Florida 32955
Phone: (321) 394-0516
Email: sbriles@brevardworkforce.com

For Training Agent :

Dr. Anthony James Catanese
President
150 W. University Blvd.
Melbourne, FL 32901
321-674-7232
Email: president@fit.edu

14.0 Signature Authority

The persons listed below attest authority to bind their respective party in a contractual agreement, and by signing below, this Memorandum of Understanding is agreed to by the following parties on the dates indicated.

FOR: [Training Agent Business Name]

Signature: Don Miller-Kermani 8/20/13
DATE

Printed Name: Donn Miller-Kermani, Ph.D.

Title: Deputy Chief Operating Officer

FOR: Brevard Workforce Development Board, Inc.

Lisa Rice 8/21/13
Lisa Rice, President DATE