

**Training Agent Agreement**  
**between**  
**BREVARD WORKFORCE DEVELOPMENT BOARD, INC. d/b/a CareerSource Brevard**  
**and**  
**New Horizons Computer Learning Center of Orlando**

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**1. Parties to Agreement**

This is an Agreement between the **Brevard Workforce Development Board, Inc., d/b/a CareerSource Brevard** referred to as **CSB or CareerSource Brevard**, and **New Horizons Computer Learning Center of Orlando**, 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 CSB and the Training Agent and is subject to available funding. The Federal awarding agencies and grant sources are: U.S. Department of Labor (USDOL) Employment and Training Administration, CFDA Numbers 17.258; 17.259; 17.268; 17.278; 17.207; 17.225; and 17.277; USDOL Veterans Employment and Training, CFDA Numbers 17.801; and 17.804; U.S. Department of Agriculture Food and Nutrition Service, CFDA Number 10.561; U.S. Department of Health and Human Services Administration for Children and Families, CFDA Number 93.558. This list is not exclusive as grant funding sources can change throughout the contract period. The Training Agent guarantees under this Agreement to provide training to CSB customers in a timeline mutually agreed to. Payment made by CSB to the Training Agent under this Contract will be in accordance with individual CSB Vouchers issued to Training Agent during the Term of the Agreement.

This Agreement does not commit CSB to any predetermined total dollar amount, and the signing of this Agreement does not require CSB 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 thereafter remain in full force and effect for two full years, after which Training Agent may seek "Continued Eligibility" in accordance with the terms of this Agreement.

- 3.1. Upon completion of the two-year term period, it shall be the responsibility of the Training Agent to submit an application for "Continued Eligibility" to CSB for approval three (3) months before the two year term period ends in accordance with CSB policy and procedures.

**4. Statement of Work**

- 4.1. Eligible individuals referred by CSB Career Center (CSBCC) 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 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.
- 4.3. The Training Agent shall only provide services under a Voucher if it has been signed and sealed by designated CSBCC staff. Upon receiving a Voucher that is not signed and sealed, the Training Agent shall return the Voucher to the student for proper execution by CSB prior to enrollment
- 4.4. The Training Agent shall notify CSB of any changes that will affect CSB approved Course and/or Fees prior to the enrollment of any individual referred by the CSBCC. CSB designated Board staff must approve all changes in writing.
- 4.5. The Training Agent is not authorized to enroll CSBCC referred participants into additional training courses or programs without prior written consent of designated CSBCC staff.
- 4.6. The CSBCC will ensure that each referred individual will be encouraged to apply for financial aid. Likewise, the Training Agent agrees that each individual referred by CSBCC 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 eligibility status.
- 4.7. CSB funded participants shall be afforded all the rights, privileges, and benefits available to the general student population of the Training Agent.
- 4.8. The Training Agent agrees to promote 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 CSB for CSBCC referred individuals.
- 4.9. The Training Agent shall adhere to the federal Workforce Innovation and Opportunity Act (WIOA) {PL 113-128 (29 U.S.C. Sec. 3101, *et. seq.*} regarding the disposition of Pell Grant funding for individual participants. A WIOA participant may enroll in training while his/her application for a Pell Grant is pending, but the Training Agent and CSB must agree to the use of any subsequently awarded Pell Grant dollars prior to the participant beginning

training. If awarded, the Training Agent shall reimburse CSB the WIOA funds used to subsidize the training as previously agreed. Reimbursement is not required from the portion of Pell Grant assistance disbursed to the WIOA participant for other than education related expenses.

- 4.10. The Training Agent will seek and coordinate other funding sources for CSB funded students and agrees to notify designated CSBCC Staff listed on the respective Voucher in writing on a quarterly basis of any financial aid provided to CSB 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 CSB funds.
- 4.11. The Training Agent acknowledges and understands that the use of unlawful remuneration to a CSB funded student in return for attending the Training Agent's institution is prohibited. Unlawful remuneration does not include student financial assistance programs.
- 4.12. The Training Agent shall not offer or provide anything of value to any CSB employee, agent, or assignees including a gift, loan, reward, promise of future employment, favor, or service, based on the understanding that CSB will direct or influence customers to attend classes or train through the Training Agent.
- 4.13. The Training Agent acknowledges that CSB may, at its discretion, impose minimum performance standards as eligibility criteria for training programs to remain on the local Eligible Training Provider List (ETPL).

## **5. Performance Reporting**

- 5.1. Pursuant to Florida Law and with WIOA Section 122(b) (2), the Training Agent shall report participants' data for each approved program on or before December 31<sup>st</sup> of each year in accordance with CSB Policy and Procedures.
- 5.2. Florida law requires that educational and workforce training providers report student/ participant performance data for each of their training programs to FETPIP. Florida school districts, community colleges, state colleges and state universities report their data directly to FETPIP. Other institutions that wish to be approved as an eligible Training Agent must become licensed with the Commission for Independent Education (CIE), when applicable, which coordinates the gathering and analysis of student performance data with FETPIP. Institutions providing secondary training, education or skills that wish to be approved as an eligible Training Agent must maintain regional AdvancED/SACS accreditation as a secondary public or private school district.
- 5.3. Upon a determination that a Training Agent, or an individual providing information on behalf of the Training Agent, violated State and Federal regulations or CSB Policy by supplying inaccurate information, the eligibility of

the Training Agent to receive funds under this Agreement shall be terminated for a period of time that is not less than 2 years and the provider's program shall be removed from the ETPL for the same length of time. The provider may be excused if the supplying of inaccurate information was unintentional but the burden of proof of that defense is upon the provider.

## **6. Payment and Delivery**

- 6.1. Tuition payments will be considered only for those individuals referred to the Training Agent by CSBCC as evidenced by a valid Voucher. Tuition or other payments will be made by CSB to the Training Agent only for those individuals enrolled in and receiving approved training or for those individuals who have completed training.
- 6.2. The Training Agent shall invoice CSB for the approved course(s) in which the participant is enrolled and attending for the current semester or similar training cycle at the CSB approved tuition/fee rates less applicable discounts or financial aid. CSB shall not pay any fees that are not specified in this contract, or in the individual student Voucher.
- 6.3. The Training Agent shall forward to CSB a written invoice for this tuition/fee at the time a referred student begins training and becomes eligible for invoicing.
- 6.4. The Training Agent shall ensure that all invoices are priced according to the CSB approved Course and Fees.
  - 6.4.1. The CSB approved Course and Fees supersedes pricing on the Voucher for Services.
- 6.5. 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 these conditions, the Training Agent will immediately refer the customer along with the Voucher back to the CSBCC designated staff specified on the Voucher.
- 6.6. Upon execution of this Agreement, the Training Agent will supply CSB 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 CSB.
- 6.7. In conformity with the Training Agent's submitted refund policies, the Training Agent shall refund to CSB such tuition/fees that are paid by CSB for individuals who enroll in and begin training but drop out of courses.
- 6.8. Any changes in the Training Agent's tuition and fees must be submitted in writing with justification to CSB for acceptance. Changes must be reviewed and accepted by CSB prior to implementation under this Agreement. If the

changes are accepted, CSB will issue a revised Course and Fees approval in writing. All Course and Fees approvals remain in full effect until new Course and Fees are received and authorized in writing by CSB.

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

6.10. Payment Procedure:

6.10.1. 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.

6.10.2. To receive reimbursement from CareerSource Brevard, the Training Agent must submit to CSB an Invoice and the original CSBCC student Voucher, supported by back up documentation on costs. The invoice should be submitted to, and addressed, as follows:

Finance Director  
CareerSource Brevard  
297 Barnes Blvd.  
Rockledge, FL 32955

6.10.3. Properly documented invoices accepted for payment will generally be paid within thirty (30) days of receipt. In the event of contract termination, CSB shall be liable only for payment of allowable costs incurred only pursuant to the 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 CSB within thirty (30) days of the termination date.

6.10.4. Invoices not accepted for payment will be returned to the Training Agent with an explanation and steps to be taken by the Training Agent to rectify the situation.

## 7. Performance

This agreement may be revised to establish minimum performance targets instituted by the State in order for Training Agent and its programs to remain eligible.

## 8. Records

The Training Agent shall notify the designated CSBCC staff person 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 CSBCC 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 CSBCC. CSB funded participants shall be eligible for program completion according to the same standards applied to the Training Agent's general student population.

## 9. Audits, Access to Records & Monitoring

9.1. Program specific monitoring and compliance audits shall be provided under circumstances and conditions required by laws or regulations that are applicable to the Terms and Conditions of this Agreement. Audits shall be conducted in accordance with Generally Accepted Auditing Standards and shall be independent only if required. The Training Agent agrees to fully cooperate in all auditing and monitoring efforts and pay any reasonable amounts determined due under this Agreement. The parties shall be entitled to contest any audit findings.

9.2. 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.

- CareerSource Brevard
- 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
- The Office of Inspector General

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.

9.3. The Training Agent shall respond promptly to reasonable requests within normal business operations for information requested by CSB and shall allow timely and reasonable access to Training Agent personnel for interviews and documentation related discussions by CSB.

- 9.4. 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.

## 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 CSB.

## 11. Termination

- 11.1. Upon a determination that a Training Agent, or an individual providing information on behalf of the Training Agent, violated State and Federal regulations or CSB Policy or supplies inaccurate information, or offers unlawful remuneration to attract participants, the eligibility of the Training Agent to receive funds under this Agreement shall be terminated for a period of time that is not less than 2 years and the Training Agent's program shall be removed from the state and local ETPL for the same length of time. The Training Agent may be excused if the supplying of inaccurate information was unintentional but the burden of proof of that defense is upon the Training Agent.

- 11.2. 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.

- 11.2.1. "With cause" shall include, but not be limited to, engaging in fraud or other criminal acts, incapacity, unfitness, neglect, incompetence, irresponsibility, misfeasance, malfeasance, nonfeasance or lack of performance.

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.

- 11.3. Upon breach of this Agreement by the Training Agent, CSB 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.

CSB reserves the right to grant the Training Agent the opportunity to rectify the breach. CSB 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 CSB 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 CSB'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 CSB considers applicable, the parties agree in each occurrence to amend or modify the Agreement to comply with that amendment as determined by CSB.

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.

CSB 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 CSB 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 Training Agent:**

Bryan Foxx,  
1221 Lee Road  
Orlando, FL 32811  
Phone Number: 407-210-4200  
Email: bfoxx@nhorlando.com

### **For CareerSource Brevard:**

Joy Bartlett Contract & Policy Specialist  
297 Barnes Blvd  
Rockledge, Florida 32955  
Phone: (321) 394-0513  
Email: jbartlett@careersourcebrevard.com

## 14. **Contract Provisions Incorporated by Reference**

This Agreement incorporates one or more provisions by reference, with the same force and effect as if they were given in full text. The full text of the provision may be accessed electronically at the following addresses. This address list is not inclusive and it remains the responsibility of the Contractor to research the related laws and regulations of prevailing legislation and policy.



**United States Code (USC):** <http://uscode.house.gov/download/download.shtml>

**Code of Federal Regulations (CFR):** <http://www.access.gpo.gov/nara/cfr/waisidx/>

**Federal Register (FR):** <http://www.gpoaccess.gov/fr/index.html>

**Florida Statutes (FS):** <http://www.leg.state.fl.us/statutes/>

**State Workforce Board Guidance, Policy, Memoranda, Communiqués, Monitoring Tools, Administrative Policy etc. (Department of Economic Opportunity [DEO]):** <http://www.floridajobs.org/workforce-board-resources/policy-and-guidance/guidance-papers> and/or <http://www.floridajobs.org/Search?q=administrative%20policy>

**Executive Orders (EO):** <http://www.archives.gov/federal-register/executive-orders/disposition.html>

**Office of Management and Budget (OMB):** <http://www.whitehouse.gov/omb/circulars/index.html>

**Federal Information Processing Standards (FIPS):** <http://csrc.nist.gov/publications/PubsFIPS.html>

**Workforce Innovation and Opportunity Act:** <http://www.doleta.gov/wioa/>

- Uniform Administrative Requirements for Grants and Cooperative Agreements with Institutions of Higher Education, Hospitals, Other Non-Profit and with Commercial Organizations, Foreign Governments, Organizations under the Jurisdiction of Foreign Governments, and International Organizations. (29 CFR Part 95 et al)
- Workforce Innovation and Opportunity Act (PL 113-128 (29 U.S.C. Sec. 3101, *et. seq.*)
- Veteran's Priority of Service (38 USC 4215 and 20 CFR 1010)
- Hatch Act (5 USC 1501-1508 and 7328)
- USDOL-ETA, TEGL 5-06, Implementation of Public Law 109-234, Section 7013, which limits salary and bonus compensation of recipients and subrecipients of funds appropriated to the Employment and Training Administration and states that funds shall not be used to pay the salary and bonuses of an individual, either as direct or indirect costs, at a rate in excess of Executive Level II for ETA appropriated funds.
- USDOL-ETA, TEGL 15-14, Implementation of the New Uniform Guidance Regulations
- Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR, Chapter II, Part 200, et al.)
- Purchase of American-Made Equipment and Products (PL 103-333 §507)
- Audit Requirements for Grants, Contracts and Other Agreements (29 CFR, Part 96)
- Effect of Judgment Lien on Eligibility for Federal Grants, Loans or Programs (28USC § 3201(e))
- New Restrictions on Lobbying (31 USC § 1352, 29 CFR part 93, FS 216.347)
- Debarment and Suspension (Subpart C of 2 CFR Part 1326, and 29 CFR 98, 45 CFR 74 and EO 12549 and 12689)
- Inspector General Act of 1978 (5 USC App.3 § 1 et seq (as amended))
- Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Sec. 5153, as amended by Public Law 105-85, Div. A, Title VIII, Sec. 809, as codified at 41 U.S.C. § 702; 29 CFR 94 and 45 CFR 82)
- Program Fraud Civil Remedies Act (31 U.S.C. §§ 3801-3812)

- False statements (18 U.S.C. §§ 287 and '1001)
- False Claims Act (31 U.S.C. 3729 et seq.)
- Public Entity Crimes (FS 287.133)
- Confidential Records (FS 119.021)
- Rights to Inventions Made by Nonprofit Organizations and Small business Firms Under Government Grants, Contracts and Cooperative Agreements (37 CFR Part 401)
- Clean Air Act (42 U.S.C. §§ 7401 et seq.)
- Clean Water Act (33 U.S.C. §§1251 et seq.)
- Safe Drinking Water Act, as amended (PL 93-253)
- Environmental Protection Agency regulations (40 CFR part 15)
- PL 91-190 and EO 11514 National Environmental Policy Act; EO-11738, EO 11988, 16 USC 1451 et seq. Coastal Zone Management Act; PL 94-163 Energy Policy and Conservation Act, Energy Efficiency; Endangered Species Act PL 93-205: The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State of Florida's Energy Conservation Plan issued in compliance with the Act
- Resource Conservation and Recovery Act (PL 94-580 as codified at 42 USC 6962)
- Environmental Tobacco Smoke (PL 103-227 Part C)
- Pro-Children Act. (20 U.S.C. 6083 and Public Law 103277)
- Trafficking Victims Protection Act of 2000 (2CFR 175)
- Equal Treatment for Faith-Based Organizations (29 CFR 2, Part D)
- Equal Employment Opportunity (E.O. 11246, as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.")
- Civil Rights Act of 1964 Title IV as amended (42 U.S.C. 2000d et seq and 42 U.S.C. sections 3601 et seq.)
- Rehabilitation Act of 1973 as amended (29 U.S.C. 794, Section 504)
- Education Amendments of 1972 Title IX as amended (20 U.S.C. 1681 et. seq)
- Age Discrimination Act of 1975 as amended, (42 U.S.C. 6101, et seq. Section 654 of the Omnibus Budget Reconciliation Act of 1981 as amended, 42 U.S.C.9849, which prohibits discrimination on the basis of race, creed, color, national origin, sex, handicap, political affiliation or beliefs.)
- Nondiscrimination and Equal Opportunity Provisions of the Workforce Investment Act of 1998 (29 CFR, Part 37 Implementation and 45 CFR Part 80)
- American with Disabilities Act of 1990, as amended. (42 USC, 126 and 47 USC, 5, and Public Law 101-336)
- Prohibition of discrimination based on race, creed, color, etc., as basis for denial of financial assistance (42 USC 9849)
- Florida Department of Economic Opportunity/Workforce Florida, Inc. – Applicable Regional Workforce Board Guidance, Policy, Memoranda, and Communiqués, as amended including, but not limited to, CareerSource Florida Administrative Policy Number 90 "WIOA Eligible Training Provider List"
- Brevard Workforce Board Policy, Guidance, Memoranda, and Communiqués as amended.

**14.0 Agreement**

In witness thereof, the parties have caused this Agreement to be executed by their undersigned officials as duly authorized to bind their party into a contractual agreement.


**FOR: [Training Agent Business Name]**

Signature:  4/16/2023  
DATE

Printed Name: Bryan Foxx

Title: General Manager of New Horizons Orlando

**FOR: Brevard Workforce Development Board, Inc.  
d/b/a CareerSource Brevard**

 04 / 20 / 2023  
DATE  
Marci Murphy, President

# Signature Certificate

Reference number: M26DW-DPCHA-VN24F-XVGQV

## Signer

## Timestamp

## Signature

### Marci Murphy

Email: mmurphy@careersourcebrevard.com

Sent: 20 Apr 2023 14:10:25 UTC  
Viewed: 20 Apr 2023 14:53:56 UTC  
Signed: 20 Apr 2023 14:54:11 UTC



### Recipient Verification:

✓ Email verified 20 Apr 2023 14:53:56 UTC

IP address: 76.240.240.243  
Location: Melbourne, United States

Document completed by all parties on:  
20 Apr 2023 14:54:11 UTC

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