

REFERRAL TO AND PAYMENT OF OCCUPATIONAL SKILLS TRAINING FOR YOUTH

I. Purpose

To provide instructions to NCCC One Stop Career Centers for the provision of occupational skills training for eligible WIA Title I Youth Program participants, and for processing the tuition payments for such training through the local One Stop.

II. Background

Occupational skills training is an allowable activity under the WIA Title I Youth Program. (WIA Final Rule Section 664.410) However, individual training accounts (ITAs) are not allowable for Youth Program participants, therefore cannot be used to pay for occupational skills training for youth. Unless, the youth is age 18 years or older and is eligible for training services under the WIA Title I Adult and Dislocated Worker Programs. (WIA Final Rule Sections 664.500 and 510) Therefore, for eligible Youth Program participants, follow the instructions in this document for the referral of youth participants to eligible providers of occupational skills training and for the payment of tuition for such training.

For youth age 18 years and older and eligible for training services under the Adult and Dislocated Worker Programs, reference the NCCC ETPL/ITA Procedure.

III. Eligible Providers of Occupational Skills Training

Eligible providers of occupational skills training for youth participants *are not required* to be on the State or NCEN Eligible Training Provider List (ETPL). However, utilization of the ETPL is recommended, since the training providers on the ETPL have met State and local board eligibility criteria and are considered bonafide providers of a program of training services*.

Eligible providers include:

- A. Postsecondary educational institutes that are eligible to receive Federal funds under Title IV of the Higher Education Act of 1965 and provides programs that leads to an associate degree, baccalaureate degree, or certificate (e.g. junior colleges, 4-year colleges, vocational schools, etc);
- B. Entities that carries out programs under the National Apprenticeship Act; and
- C. Other public and private providers (e.g. ROP/C, vocational schools, etc.) of a program of training services*.

**Program of Training Services is one or more courses or classes, or a structured regimen that upon successful completion leads to:*

1. *A certificate, an associate degree, baccalaureate degree, or*
2. *The skills or competencies needed for a specific job or jobs, an occupational, occupational group, or generally, for many types of jobs or occupations, as recognized by employers and determined prior to training. (WIA Final Rule Section 663.508)*

IV. Participant Referrals

Participant referrals to eligible providers must be documented along with reasonableness of cost.

A. Documenting the Referral

The referral of youth participants to eligible providers shall be documented with a written agreement between the contracting agency (also known as the referring agency) and the training provider prior to the participant receiving training services. A separate referral shall be completed for each participant. The contracting agency shall be the NCCC One Stop Career Center making the referral.

NCCC will not prescribe a standard format for documenting referrals, which will allow One Stop Career Centers full flexibility to develop forms to meet local fiscal needs as well as NCCC documentation requirements. To assist you in this area, a sample form for documenting the referral (Attachment A) is provided for you to use or modify to fit your local needs.

B. Documenting Reasonableness of Cost

To comply with the Office of Management and Budget (OMB) Circulars A-87, A-21 and NCCC procurement requirements, the reasonableness of cost for goods and services must be documented. Therefore, NCCC requires all One Stop Career Centers to complete a “Basis for Vendor Selection” form (Attachment B) for each participant referral. This is a standardized NCCC form to be used by all One Stop Career Centers.

Complete the form prior to making the referral. Once the signed referral form is received, staple it and the Basis for Vendor Selection form together and file them in the participant case file. (Note: When sending the referral form to the eligible provider for signature, it is not necessary to attach the completed “Basis for Vendor Selection” form.)

V. Payment of Occupational Skills Training Tuition

The tuition payments to eligible providers shall be made through the local One Stops as follows:

- A. One Stop staff shall inform the eligible providers of the billing process.
- B. Payments to eligible providers shall be consistent with the providers published payment schedule, e.g. at registration, monthly, quarterly, upon completion, etc.
- C. Invoices for payments must be an original. (See sample invoice/claim form, Attachment C)
- D. The invoice must be accurately and fully completed. Invoice amounts must be consistent with the provider's documented training cost as indicated on the referral form.

VI. Refunds

All refund checks are to be made payable to the contracting agency and credited to the same account that the training services were paid from. A detailed calculation of the refund shall be included in the participant's case file.

It is the responsibility of the One Stop Career Center staff to take prompt action to ensure that all refunds are returned and processed as described in the above paragraph.

VII. Collection of Required Training Documentation

One Stop staff are required to collect monthly attendance and progress reports from the provider on each participant and to obtain a copy of each participant's certificate of completion, diploma, etc. Copies of these documents shall be filed in each participant's case file.

VIII. Amending the Referral Document

Amendments to the referral document are required in the event that the terms of the document need to be changed, i.e. training program, training hours, start/end dates, training costs. Local One Stops have the flexibility to develop an amendment process that will comply with local requirements and meet NCCC requirements.

Agreement No.: _____
(Optional)**INDIVIDUAL REFERRAL TRAINING AGREEMENT**

This Agreement is entered into this ____ day of _____, 2001, by and between the (**enter name of one stop career center**) (hereinafter "Contracting Agency") and _____ (hereinafter "Training Provider").

I. CONTRACTING AGENCY*Name of One Stop Career Center**Address**City, State, Zip**Contact Person/Phone Number***II. TRAINING PROVIDER**

Name: _____ Phone: _____

Address: _____

Contact Person: _____ Title: _____

III. PARTICIPANT INFORMATION

Name: _____ Soc.Sec. #: _____

Address: _____

Phone: _____

IV. TRAINING INFORMATION

Type of Training: _____ Total Training Hours: _____

Start Date: _____ Estimated Completion Date: _____

V. SUMMARY OF COSTS

TRAINING COSTS	TOTAL AMOUNT	WIA AMOUNT	PELL GRANT	OTHER:	
			AMOUNT	AMOUNT	SOURCE
Tuition					
Registration Fee					
Books/Supplies					
Other (list): _____					
TOTAL					

VI. PAYMENT METHOD/REIMBURSEMENT

- Upon Enrollment
 - Two Payments (Enrollment and Completion)
 - Monthly
 - Upon Completion of Training
- A. All costs associated with this Agreement will be paid upon verification of enrollment and participant attendance, at the frequency indicated above. Request(s) for payment must be made ***(include Contracting Agency's requirements)***.
- B. The Training Provider agrees that all monies pre-paid for a scheduled training course which is cancelled, postponed, or discontinued will be refunded to the Contracting Agency within 30 days of such cancellation, postponement, or discontinuance. In all other instances where training is discontinued, all pre-paid monies will be subject to the standard refund policy of the Training Provider who will refund monies due to the Contracting Agency within 30 days of the termination of training.

VII. AGREEMENT PROVISIONS

- A. Training Provider shall ensure that:
1. Workforce Investment Act (WIA) funds will be used to supplement, not supplant, Pell Grant awards and other types of financial aid. In order to provide such assurance, Training Provider agrees to:
 - a. Inform Contracting Agency of the amounts and disposition of financial aid awards to WIA participants;
 - b. Inform Contracting Agency of any financial aid awards presented after the start of the Agreement.
 2. Maintain records and reports with regard to work performed under this agreement. These reports shall include records pertaining to financial aide, attendance and progress reports, and other reports relating to the WIA participant. Training Provider shall make all such records and reports available for inspection, examination and audit by authorized representatives of the Contracting Agency and by such officials as may be required by law. Training Provider agrees to retain all WIA related records and reports for a period of three years after the program year in which the last payment was received.
 3. Appropriate standards for health and safety are maintained.
 4. Access to training complies with the Americans with Disabilities Act (ADA).
- B. Training Provider further assures that:
1. Its agents and employees and any members of its governing body will avoid any actual, potential, or appearance of, conflict of interest.
 2. Neither the Training Provider nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

3. Adherence will be made to the terms and conditions under which participants enrolled in the Contracting Agency's programs funded under the Workforce Investment Act (WIA) will receive occupational skills training.
4. A system will be maintained for the handling of grievances by participants in accordance with Contracting Agency guidelines pursuant to WIA.

In the event of a dispute between the parties, a joint meeting will be convened to attempt informal resolution. Should informal discussion fail to resolve disputed issues, either party may request formal resolution in accordance with Contracting Agency procedures.

5. The required insurance coverage shall be continuously maintained throughout the term of this Agreement.
6. No portion of its programs will in any way discriminate against, deny benefits to, deny employment to, or exclude from participation any persons on the grounds of race, color, national origin, religion, sex, disability, or political affiliation or belief.
7. Monthly progress and/or attendance reports for each participant are provided to the Contracting Agency.

Training Provider

One Stop Career Center

Signature

Signature

Typed Name and Title

Typed Name and Title

Date

Date

Basis for Vendor Selection

Agency _____ Participant _____

Vendor _____ Type of Training _____

I. General Information

A. Is there a labor market demand for training? Yes No

B. Is training consistent with the participant's ISS? Yes No

II. Basis for Selection

A. Is vendor on the NCEN Regional Vendor List? Yes No

If no,

1. Is vendor approved by the Bureau for Private Postsecondary and Vocational Education, Western Association of Schools and Colleges, or another appropriate agency? Yes No

2. Does the vendor carry at least \$1 million dollars of liability insurance? Yes No

B. Has cost/price analysis been conducted to determine reasonableness of cost? Yes No

Comparative Providers

List and compare all providers that offer the same or a similar training package, which best meets the participant's training needs. If there is only one provider, then documentation of sole source procurement must be noted in the explanation section below.

1. _____ 2. _____

3. _____ 4. _____

5. _____ 6. _____

Explanation for selection: _____

Case Manager Signature

Title

Date

Agency Approval Signature

Title

Date

Agreement No. (optional)

Name of One Stop Career Center

Individual Referral Claim Form

Contracting Agency

<p>Name of One Stop Career Center Address City, State, Zip Telephone Number</p>
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Training Provider

Name _____

Address _____

Contact Person _____ Phone _____

Training Participant

Name _____

Social Security No. _____

BILLING SUMMARY

Billing Period _____ through _____

Tuition \$ _____

Registration Fee _____

Supplies _____

Other (list) _____

TOTAL DUE \$ _____

Balance Remaining \$ _____
(after above payment)

Training Provider Signature

Date