

## INDIVIDUAL REFERRAL AND OCCUPATIONAL SKILLS TRAINING PROCEDURE FOR YOUTH

### I. Purpose

To provide instructions to the NCCC One Stops/ Service Providers for the provision of occupational skills training for the Workforce Innovation and Opportunity Act (WIOA) Title I Youth Program participants, and for processing the tuition payments for such training. This procedure will be used when the participant is either an in-school youth or an out-of-school youth age 18-24 years old and the training provider is not on the Eligible Training Provider List (ETPL), and as a result an Individual Training Account (ITA) may not be used.

### II. Background

Occupational skills training is an allowable activity under the WIOA Title I Youth Program. However, Individual Training Accounts (ITAs) are now allowable and can be used to pay for occupational skills training for out-of-school youth age 18-24. Utilize the NCCC ITA Procedure if the training provider is on the ETPL.

### III. References

WSD 15-03, WIOA Youth Program Requirements  
WIOA Section 129(c)  
Title 20 CFR WIOA NPRM, Section 681.540  
Title 20 CFR WIOA NPRM, Section 681.550

### IV. Eligible Providers of Occupational Skills Training

Eligible providers of occupational skills training for youth participants *are not required* to be on the state Eligible Training Provider List (ETPL). However, priority should be given to training programs that lead to:

- *A post-secondary certificate, an associate degree, baccalaureate degree; and*
- *Align with in-demand industries or occupations in the local area; and*
- *Is outcome oriented and focused on an occupational goal in a participant's individual service strategy and that it be of sufficient duration to impact the skills needed to meet the occupational goal.*

## **V. 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/Service Provider making the referral.

NCCC will not prescribe a standard format for documenting referrals, which will allow One Stops/Service Providers 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 NCCC procurement requirements, the reasonableness of cost for goods and services must be documented. Therefore, NCCC requires all One Stops/Service Providers 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 Stops/Service Providers.

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.)

## **VI. Payment of Occupational Skills Training Tuition**

The tuition payments to eligible providers shall be made through the local One Stop/Service Provider as follows:

- A. One Stop/Service Provider 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.

**VII. 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/Service Provider staff to take prompt action to ensure that all refunds are returned and processed as described in the above paragraph.

**VIII. Collection of Required Training Documentation**

One Stop/Service Provider staffs 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.

**IX. 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. One Stops/Service Providers 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 \_\_\_\_\_ by and between the \_\_\_\_\_ (enter name of One Stop/Service Provider) (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	WIOA AMOUNT	PELL GRANT	OTHER:	
			AMOUNT	AMOUNT	SOURCE
Tuition					
Registration Fee					
Books/Supplies					
Other (list): _____					
<b>TOTAL</b>					

**VI. PAYMENT METHOD/REIMBURSEMENT**

- Upon Enrollment
- Two Payments (Enrollment and Completion)
- Monthly
- Upon Completion of Training
- Other, please specify:

- 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 Innovation and Opportunity Act (WIOA) 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 WIOA 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 aid, attendance and progress reports, and other reports relating to the WIOA 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 WIOA 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 WIOA 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 WIOA.

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/Service Provider**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

**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 State Eligible Training Provider 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/Service Provider****Individual Referral Claim Form****Contracting Agency**

Name of One Stop/Service Provider		
Address		
City	State	ZIP
Contact Person/Phone Number		

**Training Provider**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone \_\_\_\_\_

**Training Participant**

Name: \_\_\_\_\_

Soc.Sec. #: \_\_\_\_\_

**BILLING SUMMARY**

Billing Period: \_\_\_\_\_ through \_\_\_\_\_

Tuition \$ \_\_\_\_\_

Registration Fee \$ \_\_\_\_\_

Supplies \$ \_\_\_\_\_

Other (list) \_\_\_\_\_ \$ \_\_\_\_\_

**TOTAL DUE** \$ \_\_\_\_\_Balance Remaining \$ \_\_\_\_\_  
(after above payment)\_\_\_\_\_  
Training Provider Signature\_\_\_\_\_  
Date