North Central Counties Consortium

NON-ETPL TRAINING PROVIDERS PROCEDURE

I. Purpose

To ensure that a standard exits for providers that are not listed on the State's Eligible Training Provider List (ETPL) utilized by NCCC AJCCs.

II. Procedure

Non-ETPL Training Providers may be used for all grants except when WIOA Adult and Dislocated Worker training funds are used. The ETPL is not required for formula Youth and all special grants including National Dislocated Worker (NDWG) grants, Additional Assistance, Special Population grants and California Workforce Development Board Grants.

A. Prior Authorization

The NCCC Program Officer must issue an authorization before a Non-ETPL training provider is utilized. Provide the Program Officer with the Training Provider Name, Program Name, and contact person for the training provider.

If approved by the Program Officer, the Program Officer will request the corresponding clients CALJOBS State ID# and the Program Officer will make a case note in participants CALJOBS account verifying this process has been completed and that the Non ETPL process has been approved for that client. Counselors will add the training provider to the activity listed below when adding the activity to CalJOBS and enter the appropriate O*Net code. If the training provider is not listed, counselors will need to notify the Program Officer. NCCC will NOT approve Non ETPL providers that are outside of the NCCC region of Colusa, Glenn, Sutter and Yuba Counties.

B. Requirements

Training providers must be approved by the Department of Education for public schools or the Bureau of Post-Secondary Education (BPPE) for private schools. In addition, they must provide verification of $1,000,000 liability insurance. The Program Officer will verify this information.

C. Required Forms/Attachments

An Individual Training Account (ITA) is not to be used for non-ETPL training. While an ITA is not required for Non-ETPL training, NCCC will refer to the amounts and duration limits for Non-ETPL training within the NCCC Policy #14, Individual Training Account Policy which states that ITAs (in this case: Individual Referral Training Agreements) written within NCCC may not exceed the following restrictions:

- ITA may not exceed ten thousand ($10,000) dollars
- Maximum training time may not exceed twenty-four (24) months. A service provider must request, in writing, and receive permission from the NCCC Administrative Office to exceed the dollar amount or duration.

In place of the ITA form, please utilize the following attachments to outline how youth and special grant resources will be utilized to support training expenses, document Non-ETPL training provider compliance and participation, and provide justification for Non-ETPL training. Copies of these documents must be maintained in the participant's file:

- **Attachment A -** is the Individual Referral Training Agreement (IRTA) that has been modified for the Adult NON-Formula funding which needs to be completed and placed in the client file.

- **Attachment B** - Basis for Vendor Selection should be included in the file showing justification for training provider selection.

- **Attachment C -** Individual Referral Claim Form and/or appropriate vendor invoice, and

- **Attachment D -** Training Cost Application as applicable should be utilized for payments.

D. CalJOBS Activities

The following CalJOBS activity codes may be used:
328-Non-WIOA Training for Adult NON-Formula funding and
438-Occupational Skills Training for Youth (NON-WIOA funds).

E. Attendance/Progress Reports

The service provider is required to collect attendance and progress reports from the training provider on each participant and to obtain a copy of each participant's certificate of completion, diploma, etc. The collection of these documents is to assure that training is being provided and that participants are benefiting from the training. Copies of these documents must be maintained in the participant's file.

F. Amendments

If an amendment is required in the event that the terms of the Individual Referral Training Agreement (IRTA) are changed, i.e. training program, training hours, start and end dates and/or training costs, amend the IRTA Agreement as follows:

- Identify all amended information with an asterisk;
- Complete Amendment No. at top of the IRTA;
- Include short explanation for amendment.

All the information in the amended agreement should be consistent with the initial agreement or the previous amendment, except for the information currently being amended.

G. Formula Youth

If using WIOA formula Youth funding for training then NCCC Procedure 03/Individual Referral and Occupational Skills Training Procedure for Youth (attached) must be used which includes

the Occupational Skills Training Agreement, Basis for Vendor Selection form and Individual Referral Claim Form.

Below is a chart outlining the above directions:

Customer Group	**Type of Service**	**Training Provider**	**Funding Source Paying for Training/Support Service**	**Activity Code**
WIOA Youth	Vocational Training (training costs such tuition, books, supplies, etc.	Non-ETPL Provider	Special Project Must Fund this Activity	438-Occupational Skills Training (non-WIOA funds)
Special Project for Adults and DW's	Vocational Training (training costs such tuition, books, supplies, etc.	Non-ETPL Provider	Special Project Must Fund this Activity	328-Non-WIOA Training (non-WIOA funds)
WIOA Youth	Supportive Service, e.g. mileage	Non-ETPL Provider	WIOA Youth	421-Enrolled in Post-Secondary Education

Attachments:

A -Individual Referral Training Agreement
B- Basis for Vendor Selection
C- Individual Referral Claim Form
D-Training Cost Allocation

Attachment A

Grant Code: _____
Agreement No.: ***(Optional)***
Amendment No.: _____

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	NON-WIOA 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

☐ 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. 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 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 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 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 will receive occupational skills training.

4. A system will be maintained for the handling of grievances by participants in accordance with Contracting Agency guidelines.

   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
2. Does the vendor carry at least $1 million dollars of liability insurance? ☐ Yes

B. Has cost/price analysis been conducted to determine reasonableness of cost? ☐ Yes

Comparative Providers

List and compare <u>at least two</u> providers that offer the same or a similar training package, which best meets the participant's training needs. If a commute would be needed to attend school rather than attending a more expensive local school then that can be built into the cost/justification and explained below. 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 (indicate the costs compared of each provider or other reason:	

_____ _____ _____

Case Manager Signature Title Date

_____ _____ _____

Agency Approval Signature Title Date

Attachment C

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

Grant Code: _____ __
Training Activity Code: _____

TRAINING COST APPLICATION

(EXAMPLE)

1. Date:	2. Participant Name:	3. Last 4 digits of SS#:

Training Costs: NCCC allows payment of training costs off this application if the individual is enrolled in a training activity and the below costs are required for the training that is ETPL approved or non-ETPL.

4. Training Activity Code: _____ Funding Source: _____

5. Training Needs (please check appropriate box and insert training expenditure amount:

- ☐ Required Fees $_____
- ☐ Required Books $_____
- ☐ Required Supplies $_____
- ☐ Test/Application Fees $_____
- ☐ Other (please note in box 6) $_____

6. Comments:

7. ☐ Check or ☐ Purchase Order Amount:	Amount: $_____

8. Make Check or Purchase Order Payable to: _____

_____

9. Local Agency Use:

10. Name of Case Manager:	11. Reviewed and Approved by:

12. Procurement

- ☐ Vendor off local Vendor List
- ☐ Two quotes attached