



**Health and Human Services
Workforce Investment Act Program**

Funding Source: _____
Contract Number: _____

INDIVIDUAL REFERRAL (IR) TRAINING CONTRACT

This Contract is made and entered into this _____ day of _____, 20____,
by and between _____
(hereinafter called "PROVIDER"), and the El Dorado County Health and Human
Services Agency, responsible for Community Action Agency Programs (hereinafter
called "AGENCY").

I. PROVIDER INFORMATION

Provider: _____ Telephone: _____
Address: _____ Fed. Tax ID #: _____
Mailing Address: _____
Authorized Representative: _____ Title: _____

II. CLIENT INFORMATION

Name: _____ Soc. Sec. No.: _____
Training Program: _____
Start Date: _____ Total Training Hours: _____
Completion Date: _____

III. SUMMARY OF COSTS

TRAINING COSTS	TOTAL AMOUNT	WIA AMOUNT	GRANT		OTHER	
			AMOUNT	SOURCE	AMOUNT	SOURCE
TUITION						
REGISTRATION FEE						
BOOKS						
SUPPLIES						
TOOLS						
EQUIPMENT						
OTHER:						
TOTAL:						

IV. PAYMENT SCHEDULE

Payments will be made Monthly Quarterly Other _____. Claims for reimbursement
are due no later than 30 days from the last day of the scheduled billing period.

V. REIMBURSEMENT

Provider shall submit claims on forms provided by AGENCY and will be reimbursed only for the costs identified under Section III, Summary of Costs. PROVIDER shall submit attendance reports and monthly evaluations to support all claims (community and state colleges are exempt). Claims will not be honored without proof of current Private Post-Secondary approval or waiver.

VI. DISPUTES AND GRIEVANCES

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 applicable grievance procedures.

VII. FUNDING OBLIGATION

This contract may be terminated in whole or in part if AGENCY fails to receive sufficient Workforce Investment Act (WIA) funds to meet any or all of its obligations due to fund reduction, suspension, termination or other causes. AGENCY shall have the right to immediately and unilaterally reduce all or part of its obligations under this contract.

VIII. CONTRACT PROVISIONS

A. PROVIDER shall ensure that:

1. AGENCY will be informed of the amounts and disposition of financial aid awards to WIA students.
2. AGENCY will be provided with a copy of the Student Aid Report (SAR) received from the Department of Education.
3. Contracts will be adjusted based on financial aid awarded after the start of the contract.
4. Complete records and reports with regard to work performed, Pell Grant awards, and other types of financial aid for the student will be kept and made available to AGENCY at their request.
5. PROVIDER shall allow access by the student, the subrecipient, the Department of Labor, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records (including computer records) of the provider or subcontractor which are directly pertinent to charges of the program, in order to conduct audits and examinations and to make excerpts, transcripts, and photocopies. This right also includes timely and reasonable access to provider's and subcontractor's personnel for the purpose of interviews and discussion related to such documents.
6. Appropriate standards for health and safety are maintained.
7. Appropriate standards for a drug-free environment, codified at 29 CFR, part 98, are maintained.
8. A copy of the PROVIDER'S refund policy is submitted to AGENCY upon contract execution. Provisions outlined in the policy will be strictly adhered to during the course of the contract. Provider ensures that it will notify AGENCY of early client dropouts. Refunds must be processed by the PROVIDER no later than 90 days after the client's early withdrawal from the program and PROVIDER'S refund policy shall apply to AGENCY, not student, for W.I.A. portion of expenses.

B. 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 PROVIDER nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.
3. It will adhere to current AGENCY Individual Referral Training Guidelines.
4. It will comply fully with the Workforce Investment Act, and all regulations promulgated under the Act, including nondiscrimination regulations, nepotism provisions, lobbying or political activities, religious activities and the government's right to seek judicial enforcement of the nondiscrimination assurances.
5. It is an Equal Opportunity Program. Adaptive Equipment and services will be made available upon request to individuals with disabilities by either PROVIDER or AGENCY.

The County officer or employee with responsibility for administering this contract is the Director of Human Services, or successor.

I certify that I am fully aware of the provisions of this contract and that I agree with and understand the Summary of Costs.

Client Signature

Case Manager Signature

PROVIDER:

**EI Dorado County Health and Human Services,
responsible for Community Action Agency
Programs:**

Typed Name and Title

Typed Name and Title

Signature

Signature

Date

Date

Director

Typed Name and Title

Signature

Date

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Placerville, CA 95667
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HEALTH AND HUMAN SERVICES WORKFORCE INVESTMENT ACT PROGRAM

*Employment and training services
for El Dorado County*

INDIVIDUAL REFERRAL TRAINING GUIDELINES

I. PURPOSE

The Individual Referral (IR) Program is designed to provide the best possible vocational training to Workforce Investment Act (WIA) Youth clients on the basis of the client's interest, labor market demands, and the El Dorado County Health and Human Services Agency (HHS) case manager's discretion. To accomplish this goal, the following guidelines have been developed.

II. TRAINING VENDOR ELIGIBILITY

A. Golden Sierra Workforce Investment Board Youth Eligible Training Provider List (YETPL)

All training vendors (schools), prior to being considered for the IR Training Program, must be named on the Golden Sierra WIB's YETPL. To qualify for the list, training vendors must have the following on file with the Golden Sierra WIB:

1. Private Schools:

- A completed Training Provider Application and a corresponding Training Program Application for each program.
- Satisfactory past placement rates (when available).
- Competitive off-the-shelf price list (fee schedule).
- Catalog (or equivalent description of curriculum).
- Current Bureau for Private Postsecondary and Vocational Education approval (BPPVE).

2. Public Institutions of Higher Education:

- A completed Training Provider Application and corresponding Training Program Application for each program.
- Satisfactory past placement rates (when available).
- Competitive off-the-shelf price list (fee schedule).
- Catalog (or equivalent description of curriculum).
- Verification of Public Education Status or Accreditation.

B. Labor Market

All training contracts must relate to the local labor market as deemed appropriate by the WIB based on annual recommendations of the Youth Council.

C. Bureau for Private Postsecondary Vocational and Education approval (BPPVE)*

All private vendors (except those with a waiver from BPPVE), must have on file, a current approval from the State of California or appropriate State. A copy of the school's application to the BPPVE and proof of payment of fees, or a letter from BPPVE stating that the vendor has applied and been

granted temporary approval, may be accepted in lieu of actual approval. This substitution may be allowed due to the excessive length of the time that it may take to receive full approval from BPPVE.

III. CLIENT ELIGIBILITY

All clients enrolled in the IR program must be WIA eligible. They must also have been referred to the IR program as a result of an assessment and/or the Individual Service Strategy (ISS) for WIA Youth. No one already attending school will be considered for an IR at that school unless, at the discretion of the HHSA case manager, the need has been documented in the client's ISS. The HHSA Program Manager must approve all special circumstances.

IV. FEDERAL AND STATE FUNDED FINANCIAL ASSISTANCE

When other financial resources are unavailable, WIA funds can be used to pay for training costs and living expenses. Examples of grants to be explored include PELL, SEOG and CAL-C. WIA funds cannot be used to pay training costs or expenses where financial assistance or support service monies are available from other entities for the same purpose. WIA funds are to be used only to supplement, not supplant, other training assistance resources. The ISS or case notes shall include documentation of the client's financial assistance needs and the proper mix of WIA and other monies available.

The training provider shall assure that PELL/SEOG and/or other Federal/State or local grants available to the WIA client will not be used for the same expenses. The Financial Aid Verification Form must be completed by the vendor and kept in the client's case file. The training provider shall fully disclose to HHSA the total financial obligations of the training and the investment being made by the client. Clients shall be signatory to the contract between the training provider and HHSA, certifying that they are aware of, and agree with, the summary of costs. In addition, grant monies, which are received after execution of the contract, shall be disclosed and refunded to HHSA if they supplant other training related resources.

V. SELECTION OF TRAINING VENDOR

The client and the HHSA case manager must take into consideration several issues before deciding on the best training vendor. At the time this decision is made, the justification for Training Vendor Selection Form must be completed and added to the client case file. Also, an Individual Referral Client Funding (Contracted) Obligation form must be completed. The contracted obligation form allows the Fiscal department to set aside the cost of the training and keep the budget current.

VI. INDIVIDUAL REFERRAL TRAINING CONTRACT

Training vendors must enter into an IR contract with HHSA for each client receiving WIA funds to attend training at that school. HHSA staff will review the contract with the training vendor for overall acceptability. Due to changing conditions, this contract may be modified upon mutual agreement of HHSA staff and the training vendor.

Two copies of the contract, each with original signatures, must be submitted to HHSA. After being signed by the HHSA Director, one original copy will be retained by HHSA; the other will be returned to the training provider. This process also pertains to contract modifications.

VII. CLIENT PROGRESS

Progress reports or evaluations shall be submitted to the HHSA case manager on a monthly basis, or at intervals agreed upon by the HHSA case manager and the training vendor. When clients are at risk of being placed on "academic probation," as defined by the training vendor, the vendor shall notify the HHSA case manager so that intervention can occur to ensure successful progress by the client.

VIII. MONITORING AND EVALUATION

There will be informal, on-going monitoring and evaluation conducted by HHSA staff. In addition, formal monitoring will be conducted at least once during the contract period or randomly if a problem surfaces.

The monitoring and evaluation will encompass the following considerations:

A. Vendor

On-site monitoring visits to vendors will be conducted at least once during the contract period or if a problem surfaces. HHSA staff will make every effort to arrange the visits at a time convenient for vendor staff. On-line training vendors or schools that are located outside of the Sacramento Metropolitan area shall have a desk review only.

B. Client

On-site monitoring will include contacting clients to assure they are receiving training as designated by the IR contract they have signed. Personal contact during class time will be kept to a minimum to avoid classroom interruption. When appropriate, clients may be contacted by mail or by telephone during non-class hours. In addition, training vendors are required to submit student evaluations to HHSA on a monthly basis or as appropriate.

IX. INVOICING AND DOCUMENTATION

The HHSA invoice form shall be used for all IR reimbursements to training vendors. Invoices shall be submitted as agreed upon by HHSA and the training vendor.

After being reviewed for accuracy and verified for accompanying documentation, payment of invoices will be approved by the appropriate HHSA staff. Approximately four to six weeks should be allowed for invoice processing.

Monthly evaluations, if required, are to be on file with the HHSA case manager prior to payment being processed.

HHSA reserves the right to refuse payment on invoices submitted over 90 days after contract end date.



**HEALTH AND HUMAN SERVICES
WORKFORCE INVESTMENT ACT PROGRAM**

*Employment and training services
for El Dorado County*

Funding Source: _____
 Initial Contract Number: _____
 Revised Contract Number: _____
 Modification Number: _____

INDIVIDUAL REFERRAL CONTRACT MODIFICATION

Provider: _____

Client's Name: _____

The above-referenced contract is amended to reflect a change in:

- The dollar amount of the contract: From: \$ _____ To: \$ _____
- The length of the contract: Start Date: _____ End Date: _____
- Other: _____

Reason for Modification: _____

SUMMARY OF COSTS

TRAINING COSTS	TOTAL AMOUNT	WIA AMOUNT	GRANT		OTHER	
			AMOUNT	SOURCE	AMOUNT	SOURCE
TUITION						
REGISTRATION FEE						
BOOKS						
SUPPLIES						
TOOLS						
EQUIPMENT						
OTHER:						
TOTAL:						

I certify that I am aware of and agree with this Modification.

Client Signature

W.I.A. Program Manager Signature

Training Provider (School Name)

El Dorado County Health and Human Services,
Responsible for Community Action Agency Programs
Typed Name of Agency

Typed Name and Title

Director
Typed Name and Title

Signature

Date

Signature

Date