

Youth Programs

September 2004

- 1) *My question is concerning contract styles. Our current youth provider would like to change to a Contract Reimbursement. In Montgomery County, they have this type of contract, and they hold 20% back, at the end, if the provider has not fulfilled the contract as specified. Another county pays 100% of the invoices received; nothing is held back.*

I like the idea of the Contract Reimbursement, because our money is spent consistently rather than in large "chunks" as benchmarks are met, thus, benefiting the program, because they have more to work with. However, if we state we will hold 20% if the contract is not fulfilled, this becomes a gray area. When do you really not pay the 20%? Is it acceptable to stipulate "if the recruitment number is not met" or "the 70% in-school, 30% out-of-school is not met?"

The reply to the question you asked is simple enough. If you put into the contract the type of stipulations you suggested (recruitment numbers - 30% out of school) you can indeed not pay the amount tied to those stipulations.

However, your question is a little scary because I can think of a thousand questions in addition. However, I know enough about this to be dangerous. I talked to a colleague who I trust who knows about this subject and he would be willing to talk to you. Please contact me and we can set up a conference call to further discuss things.

- 2) *Because service dates were either reported or entered incorrectly, some of our youth exit dates do not match the date we actually exited them. I can't change these dates in SCOTI. From which date should I calculate third quarter after exit?*

Exit dates in SCOTI are the last actual end dates of the last service on the Services page. When a worker pushes the Exit button, the system uses this date as the exit date not the date on which they push the button. That is the policy as required by TEGl 7-99. Performance measures are based on the exit date.

- 3) *Yes, I understand the date of last service is the exit date. Some of our youth's date of last service is incorrect in SCOTI, which has resulted in an exit date that differs from my records. Should I use the exit date in SCOTI to calculate the third quarter after exit (even though we provided services to some youth after that date)?*

I would recommend changing SCOTI to reflect the provision of services. Your local area could be subject to audit findings for delivery of services to ineligible participants. The SCOTI exit date is what will be used to calculate performance measures.

- 4) *If a WIA funded youth attains employment on his own, does he still need to provide a copy of the work permit and I-9 to the contracted youth provider? I cannot find the answer in the register or the laws. Our monitor stated "contractors should be monitored to ensure that work permits, parental consent forms, etc., were obtained." However, he did not specify if this pertained to when the contractor has employed the youth or an outside employer. This was in last year's monitoring review.*

I talked to one of my colleagues who used to be a monitor. She said if it is not part of the youth's WIA activity, it would not have to be documented. However, if the local area including this as part of their ISS even if they didn't place them there, you would want that documentation in the file.

I might suggest you include that Work Experience activity as a WIA activity, but that is up to you.

- 5) *We had our Youth Council meeting and a question was raised that I promised to forward to you. We have a program within the majority of the public schools in Champaign County funded through the WIA youth funds. This has been an ongoing/successful program since we began the WIA program. We have listed in the contracts the verbiage regarding extension of the contract for an additional year considering successful performance. The school districts have answered the RFP process in the past. Is there any exception we could continue with the school districts without going through the RFP process annually (or the 2nd year with the inclusion statement in the contract)?*

The reason you include the second year extension in the contract is so you don't have to RFP the services they are providing already. If all the services provided, fiscal, and contract stuff is okay, they have already responded to an RFP, and the services can be continued if that is what you desire.