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# OC Community Resources

April 8, 2020

**To:** All WIOA Subrecipients of the Orange County Workforce Development Board

**From:** Carma Lacy  
Director of Workforce Development

**Subject:** WIOA Incumbent Worker Training Policy Information Notice No. 20-OCWDB-05

**PURPOSE:**

This policy provides guidance to all Orange County Workforce Development Board (OCWDB) One Stop Service Providers on the requirements for the provision of the Workforce Innovation and Opportunity Act (WIOA) Incumbent Worker Training services.

**EFFECTIVE DATE:**

This notice is effective on the date of issuance.

**REFERENCES:**

Workforce Innovation and Opportunity Act (WIOA) (Public Law) Sections, 122(h)(i), 134(d)(4), 134(G)(ii), 134(c)(3)(H), and 194(4)

Title 20 Code of Federal Regulations (CFR) Sections 680.780 – 680.820

Training and Employment Guidance Letter [\(TEGL\) 10-16](#), Change 1, Subject: Performance Accountability Guidance for Workforce Innovation and Opportunity Act (WIOA) Title I, Title II, Title III and Title IV Core Programs (August 23, 2017)

[TEGL 19-16](#): Guidance on Services provided through the Adult and Dislocated Worker Programs under the Workforce Innovation and Opportunity Act (WIOA) and the Wagner- Peyser Act Employment Services (ES) as amended by title III of WIOA, and for Implementation of the WIOA Final Rules (March 1, 2017)

California Unemployment Insurance Code (CUIC) Section 14000-14530

Workforce Services Directive [WSD18-10](#), WIOA Training Expenditure Requirement (January 31, 2019)

[WSD18-03](#), Subject: Pathway to Services, Referral, and Enrollment (August 29, 2018)



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[WSD17-08](#), Subject: Procurement of Equipment and Related Services (March 14, 2018)

[WSD16-18](#), Subject: Selective Service Registration (April 10, 2017)

[WSD16-16](#), Subject: Allowable Costs and Prior Written Approval (February 21, 2017)

[WSD16-15](#), Subject: Dislocated Worker Additional Assistance Projects (December 28, 2016)

[WSD16-04](#), Subject: Rapid Response and Layoff Aversion Activities (July 22, 2016)

[WSD15-23](#), Subject: Transfer of Funds – WIOA Adult/Dislocated Worker Programs (March 29, 2016)

Workforce Services Information Notice [WSIN12-31](#) (PDF), Subject: Assisting Employers the New CalJOBSSM (February 15, 2013)

## **Background**

Work-based training is employer-driven with the goal of unsubsidized employment after participation. Generally, work-based training involves a commitment by an employer or employers to fully employ successful participants after they have completed the program. It can be an effective training strategy that can provide additional opportunities for participants and employers in both finding high quality work and in developing a high quality workforce. Work-based models can be effectively used to target different job seekers and employer needs.

Incumbent worker training (IWT) is one type of work-based training model and is designed to either assist workers in obtaining the skills necessary to retain employment or to avert layoffs and must increase both a participant's and a company's competitiveness. Local workforce development areas may use up to 20 percent of their local adult and dislocated worker formula funds for incumbent worker training. The training should, wherever possible, allow the participant to gain industry-recognized training experience.

## **Definitions**

**Business and Employer-** A private sector, local government, for profit or not-for-profit place of business.

**California Employer Account Number** – An eight-digit payroll tax number issued to a registered Employer by the Employment Development Department, also known as the Employer Payroll Tax Number, State Identification Number, or state ID.

**Eligible Employer** – For an employer to be eligible for IWT services, the Local Board must consider the following:

1. Whether the employer can provide a valid California Employer Account Number.
2. The characteristics of the individuals in the program (see the IWT definition below)
3. The relationship of the training to the competitiveness of an individual and the employer.

**Employer Share** – Employers are required to pay for a significant cost of the training for those individuals in IWT. The minimum amount of employer share in IWT depends on the size of the employer.

Follow-up – Shall be performed six months after reported completion of IWT to determine outcomes (retained employment, advancement, and increased wages).

Incumbent Worker – To qualify as an Incumbent Worker, the employee must meet the following:

1. Be a current employee of an eligible employer and have an established employment history with the employer for six months or more. An individual is not held to the six-month employment requirement if the IWT is being provided to a cohort of employees. In this instance, not every employee must meet the employment history requirement as long as a majority of the employees being trained do meet the requirement.
2. Meet the Fair Labor Standards Act requirements for an employer-employee
3. Meet the Selective Service requirements.

IWT – The following characteristics define IWT:

1. Designed to meet the special requirements of an employer (including a group of employers) to retain a skilled workforce, avert the need to lay-off employees by assisting the workers in obtaining the skills necessary to retain employment, and/or provide training that will result in progression on a career pathway and income mobility.
2. Conducted with a commitment by the employer to retain employees, avert the layoff(s) of the incumbent worker(s) trained for a period of six months following completion of the training, or promote incumbent workers to higher paying positions.
3. Increases the competitiveness of the employer or employee.
4. Gives employees the opportunity to progress on their career pathway by providing opportunities to obtain certificates or credentials based on the employers need.

IWT Allowable Costs – The share of the cost of training (teacher, books, and materials) for the delivery of IWT. The amount excludes the cost of the individual wages paid by the employer while the employee is attending/participating in training.

Layoff Aversion - a continuum of strategies targeted to specific employers or industries that are experiencing a decline and have the potential to undergo layoffs, or are experiencing a serious skills gap that impacts their ability to compete and retain workers. A layoff is considered to be averted when:

1. A worker's job is saved at an existing employer facing a risk of downsizing or closing;  
or
2. A worker at risk of dislocation faces a brief gap of unemployment when transitioning to a different job with the same employer or is hired at a new job with a different employer.

Qualified Trainer – Qualified training can be delivered in-house, by a training agency, or by a third party. Training should be California based unless the training is so unique that a training provider cannot be found in California. The choice and method of training is determined by the employer.

Training Method – The following are types of training methods allowable in IWT:

1. Classroom training

2. Laboratory training
3. Computer based training
4. Video Conference training
5. E-Learning

## **Policies and Procedures**

IWT is a business service designed to develop a highly skilled workforce which will result in increased business financial viability, stability, competitiveness, and productivity. To avert the risk of closing, IWT may be developed with a business or business association to maintain their competitive status, incorporate new technology, or prevent downsizing.

Workers participating in IWT will benefit by enhancing existing skills, learning new skills, and earning employer or industry recognized credentials, in addition to retaining employment, maintaining their careers, and/or increasing their earnings potential. IWT will also allow the opportunity for backfilling vacated positions resulting from the promotion of newly trained workers.

## **Types of Incumbent Worker Training**

IWT is restricted to skill attainment activities. The training should benefit workers by making them more qualified in their line of business and/or by providing them with skills for new products or processes. It is desired that the training results in credentials or industry recognizable skills that promote the worker's career and increases the overall employability.

Allowable types of training for incumbent workers:

1. Skills upgrading and retraining: Short-term training that enhances occupation-specific skills or basic skills that lead to a credential/certificate.
2. Customized training: Customized training is conducted with a commitment by an employer or group of employers to employ an individual upon successful completion of training. Information Notice No. 20-OCWDB-03, Customized Training Policy contains further details on customized training.
3. Occupational skill training (individual training accounts): Training that leads to an industry recognized credential or a certificate. Information Notice No.04-OCDWA-09, Use of Individual Training Accounts, provides additional requirements for ITAs.

## **Eligibility for Participating Businesses**

IWT is one of many business services offered through local workforce development boards (WDB). The criteria which the WDB must take into account for an employer to be eligible to receive local incumbent worker funds include:

1. The characteristics of the participants in the program;
2. The relationship of the training to the competitiveness of a participant and the employer; and
3. Other factors, including:
  - Number of employees trained,
  - Employees' employment advancement opportunities, including, wages and benefits (pre and post training increases),
  - The existence of other training opportunities provided by the employer,
  - Credentials and skills gained as a result of training,

- Utilization as part of larger sector and/or other career pathway strategy, and
- Employer Size

There are also businesses that should not participate in this activity due to past or current violations of local, state, or federal law; unfair labor practices; and other conditions identified during the course of conducting initial employer assessments and reviewing contract requirements, assurances, and certifications with the local WDB director or staff. Businesses that fail to meet any of the following qualifying criteria are not eligible to receive funds for incumbent worker training:

1. Businesses must not be presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in transactions by USDOL or the state of California. Below are two websites that may be helpful in checking tax, environmental compliance, and debarment status.
  - Federal Debarment Site: <http://www.sam.gov>
  - California Department of Tax and Fee Administration: <https://www.cdtfa.ca.gov/>
2. Businesses must not have any outstanding tax liability for over six months to the state of California. Local providers will require the businesses to disclose any known outstanding tax liabilities with other states prior to entering into contract. The local provider may consider existing out-of-state violations when determining eligibility to receive customized training funds. The local provider must document any resolution of outstanding tax liability, which may include letters from the business or from the State from which the tax liability occurred.
3. Businesses must ensure that they do not have more than one unfair labor practice contempt of court finding, and that they are not identified as such on the most recent list established by the Secretary of State.
4. California businesses must have all of the approvals, licenses, or other qualifications needed to conduct business in the state and all must be current. Should this status change during the course of the local customized training program activities and the business be disqualified from conducting business in California, all training under the customized training program must cease.
5. Governmental entities, including the city, county and state, may not participate in the local customized training program. Health care providers that are operating as not-for-profit entities are the only allowable exceptions to this prohibition.
6. Businesses that have employees in a lay-off status should not be considered for customized training unless the training would avert additional layoffs.
7. Businesses that have relocated to California and have laid-off workers at their former location in the United States may not be considered for this program until they have been in operation at the new location for 120 days.

To verify that a business is not relocating employment from another area, a pre-award review must be undertaken and documented by the local provider. The review must include the names under which the establishment conducts business, including predecessors and successors in interest; the name, title, and address of the company official certifying the information, and whether WIOA assistance is being sought in connection with past or impending job losses at other facilities of their company. The pre-award review should also include a review of whether appropriate notices have been filed, as required by the Worker Adjustment Retraining Notification (WARN) Act. The review may also include consultations with labor organizations and others in the affected local area(s).

8. Businesses must not have any outstanding civil, criminal or administrative fines or penalties owed to or pending in the state of California.

### **Incumbent Worker Eligibility**

To qualify as an incumbent worker, the incumbent worker needs to be employed, meet the Fair Labor Standards Act requirements for an employer-employee relationship, and have established employment history with the employer for six months or more. An incumbent worker does not necessarily have to meet the eligibility requirements for career and training services for adults and dislocated workers under WIOA.

### **Funding**

IWT is part of a comprehensive business engagement strategy designed to meet the special requirements of an employer (or a group of employers) to upskill current employees. To implement this strategy, up to 20 percent of the local area Adult and Dislocated Worker formula allocations for IWT activities. This 20 percent can only be used for programmatic activities and cannot be used for administrative functions.

Generally, IWT should be provided to private sector employers, but there may be instances where non-profit and local government entities may receive IWT funds. For example, IWT can be used in the health care industry where nursing upskilling opportunities are available in a hospital operated by a non-profit organization.

Under WIOA layoff aversion is now a Rapid Response Activity. Rapid Response funds can be leveraged by including IWT as part of a robust layoff aversion strategy for the whole area. The Orange County Board, or their designee, which strategies and activities are applicable in a given situation, based on the specific needs of the area.

### **Cost Sharing Requirements for Incumbent Worker Training**

Employers participating in the IWT shall be required to pay for the non-Federal share of the cost of providing the training to incumbent workers of the employers. The non-federal share will be:

1. 10 percent of the cost, for employers with not more than 50 employees;
2. 25 percent of the cost, for employers with more than 50 employees but not more than 100 employees; and
3. 50 percent of the cost, for employers with more than 100 employees.

### **IWT Performance and Reporting Requirements**

Since IWT eligibility is determined at the employer level (not the individual level), the Department of Labor (DOL) does not consider individuals in IWT to be a participant in the WIOA Adult and/or Dislocated Worker programs. Individuals who only receive IWT services are not

included in performance calculations. However, DOL does require the reporting certain participant and performance data on all individuals participating in IWT. The required information is limited to demographic information, employment, median earnings, measurable skills gain, and credential outcomes. For the purpose of calculating these metrics for IWT only individuals, the exit date is the last day of training, as indicated in the training contract.

To reduce the reporting burden on the employer and local area, DOL encourages the collection of the Social Security Numbers (SSNs) as part of the training contract with the employer. For all individuals where an SSN is collected, the state will conduct a wage match to obtain employment and earnings. For those individuals who do not provide an SSN the provider's responsibility to provide supplemental data. Additionally, it is the provider's responsibility to capture and enter credential information into CALJOBS for each IWT individual.

Note – If the individual in IWT becomes a participant in the WIOA Adult and/or Dislocated Worker program at any point, they are included in performance measures for the program they are enrolled in.

### **CALJOBS**

All participants in IWT must be reported to DOL, regardless of whether they become a participant in any other WIOA programs. Individuals who participate in IWT must be registered in CALJOBS, and do the following:

1. Title I – Workforce Development application with an Incumbent Worker eligibility date entered. the application and eligibility requirements for the IWT eligibility is truncated and requires minimal information
2. On the Eligibility Summary tab of the Title I application:
  - Set the "Incumbent Worker" to yes
  - Add the appropriate IWT code, and then select Finish to save the application
3. CALJOBS Activity Code 308-IWT should be added to the application and associated to the appropriate funding stream for the duration of the IWT. If utilizing WIOA formula funds, staff must associate grant code 2284 – Incumbent Worker Training formula to 308 – IWT activity code

Employers – Local area staff must ensure that the employer participating in IWT is registered as a preferred employer (recruiting employer) in CALJOBS, and the CALJOBS Activity Code E68-IWT is added to the employer's account.

### **Training Provider Considerations**

Incumbent worker training may be provided through ITAs or through contracts for services. If the training is provided through an ITA, all requirements of such ITA must be followed, including the use of approved eligible training providers. If a contract is used to provide the IWT, this contract must have been established through proper procurement procedures.

Training providers without satisfactory past performance, accreditation, curricula that lead to credentials, relevant training experience, accredited instructors, high job placement rates, and/or high training completion rates, should be avoided.

The training facility should provide an environment that supports learning and be within reasonable proximity to the trainees so the cost and time required for travel is minimized

## **Procurement of Training**

Local providers have several options to determine how best to provide the training needed by a business as described below:

1. Local providers may enter into contracts with eligible training providers (ETP) without any additional procurement requirements. Utilization of the state of California's ETP list is for universally applicable off-the-shelf employer training and is not intended to include unique, specialized, or employer-specific training.
2. A business may be considered a "beneficiary" of this federal program and receive incumbent worker training assistance on a reimbursement basis. WIOA subrecipients and vendors are not considered to be beneficiaries. In order for a business to utilize the beneficiary option, the following guidelines must be followed:
  - a. Business beneficiaries may receive reimbursement for their actual training costs incurred under this program, on a reimbursement basis, as outlined in this policy.
  - b. The Director of Workforce Development or designee must approve the training plan which is required before reimbursement may be provided to a beneficiary. The development of training plans is the joint responsibility of the local director and the business.
  - c. The training plan must identify all of the following:
    - The provider(s) of training;
    - Type of training;
    - Planned start and end dates;
    - Number of individuals to be trained;
    - The projected cost of training; and
    - Any other information required by the Director of Workforce Development.All training costs must be allowable as defined in this policy. Training plans must be approved by the local Director or Workforce Development prior to the start date of training. Beneficiaries must agree to provide all documentation required by the WDB in order to be reimbursed for the training.
  - d. Training providers are not required to be listed on the state's eligible training provider list for the purpose of providing training under paragraph 2 of this section. WDBs may assist business beneficiaries in identifying potential providers of training; however, the selection of a training provider is not subject to state or federal procurement requirements.
3. For businesses not following the guidelines in paragraph 2 of this section and have training needs that cannot be provided by California's eligible training providers, local WDBs will need to follow proper procurement procedures by federal and state law and polices, or local procurement policies if more restrictive.

## **Allowable and Unallowable Costs for Incumbent Worker Training Program**

Allowable costs may include only costs directly related to training.

1. Allowable costs may include: Instructor/trainer salaries;
2. Curriculum development, textbooks, manuals, training software, materials and non-consumables; and
3. Other necessary and reasonable costs directly related to training.



Unallowable costs include but are not limited to:

1. Foreign travel;
2. Purchase or lease of capital equipment;
3. Encouragement or inducement of a business or part of a business to relocate from any location in the United States;
4. Use of IWT funds to pay for a worker's training wages;
5. Use of IWT funds to train management employees in management skills such as Six Sigma and LEAN.

### **ACTION**

Bring this policy to the attention of all affected staff and all relevant parties.

### **INQUIRIES**

If you have any questions regarding this policy, please contact your Contract Administrator at 714-480-6500.

### **ATTACHMENTS**

ATTACHMENT I: Incumbent Worker Application, Training Plan, and Budget

ATTACHMENT II: Incumbent Worker Trainee Tracking Spreadsheet

ATTACHMENT III: Incumbent Worker Training Program Agreement

ATTACHMENT IV: Multiple Business Collaborative Form

ATTACHMENT V: Project Abstract

ATTACHMENT VI: Incumbent Worker Training Plan Components

ATTACHMENT VII: Incumbent Worker Training Program



 OC Community Services



America's  
**JobCenter**  
of California<sup>SM</sup>

## ATTACHMENT I

Orange County WDB Incumbent Worker

TRAINING GRANT

Application, Training Plan and Budget

## Orange County Incumbent Worker Training Grant Application

For an application to be considered, all requested and applicable information must be provided.

### SECTION I. BUSINESS INFORMATION

The sections of the application are to be completed by the Applicant. Please complete within the form; the space will expand.

#### A. Applicant Information

Business Name:			
Street/Mailing Address:			
City/State:		Zip:	County:
Company Contact Person:		Title:	
Phone:	Ext:	Fax:	
E-Mail Address:		Company Website:	
Description of Business Product(s) or Service(s):			
Years in business at training location:	Total number of paid employees at this location:		Total number of paid employees throughout California:
	How many of these employees have an employer-employee relationship?		
Legal Structure of Business:	Sole Proprietor <input type="checkbox"/>	Partnership <input type="checkbox"/>	Corporation (Designation) <input type="checkbox"/>
Tax Status of Business:	For-profit <input type="checkbox"/>	Not-for-Profit (Designation) <input type="checkbox"/>	Other:
Employer's Federal ID #:		Unemployment Insurance ID #:	

B. Parent Company

Is your company a subsidiary of another company or affiliated with a parent company?

Yes  No

If "Yes," please provide the following information about the corporate office/parent company, if different from above, or indicate SAME.

Parent Company Name:			
Street/Mailing Address:			
City:	State:	Zip:	County:
Authorized Representative		Title:	
Phone:	Ext:	Fax:	
E-Mail Address:		Company Website:	

C. Business Status Checklist

Has the company been in operation in the Orange County during the entire twelve-month period immediately preceding the state's submission deadline date?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Is your company current on all California state taxes?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Is your company current on all federal taxes?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Is your company current on all county, city and local taxes?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Does your company have an employer-employee relationship with all of the trainees?	Yes <input type="checkbox"/> No <input type="checkbox"/>	
Is your company subject to a collective bargaining agreement? (If yes, please attach a letter of endorsement for the training from authorized union official)	Yes <input type="checkbox"/> No <input type="checkbox"/>	

D. Has your company previously received an Incumbent Worker Training Grant? If Yes, please provide the following information about each grant received:

Funding Source:	Amount of Award:	Dates of Grant Period:
Types of training provided:		
Have the terms and agreements of the training been completed? (If no, explain.)		
Yes <input type="checkbox"/>	No <input type="checkbox"/>	

Summary of the outcome(s) from the training:	
Explain the relationship, if any, to the training described in this application:	

Funding Source:	Amount of Award:	Dates of Grant Period:
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Types of training provided:
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Have the terms and agreements of the training been completed? (If no, explain.)	
Yes <input type="checkbox"/>	No <input type="checkbox"/>

Summary of the outcome(s) from the training:	
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Explain the relationship, if any, to the training described in this application:	
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E. Explain how the training will address the identified skills gaps, improve employee retention, impact company stability, and increase the competitiveness of the employer and employee by either:

Upgrading their skills and knowledge to retain their current job,

***or***

Gaining new skills and knowledge so they qualify for a different job with their employer.

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## SECTION II: TRAINING PLAN

### A. Training Summary

Anticipated Project Start Date:	
Project Length: (to be no longer than 12 months from date of contract).	
Amount of Funds Requested:	
Number of Employees who will attend <b>only</b> an orientation/introduction of the training: <b>(Do not count this number in the “Number of Employees to be trained”)</b>	
<b>Number of Employees to be trained</b> (Count each one time):	

### B. Collaborative Grant

If this is a Collaborative Grant, please provide the following for each company, including the lead applicant:

Company Name:	Number to be Trained (unique count):

If the application is for a collaborative grant, all of the companies included in the grant, but not the lead applicant, are to complete Section D and each company should be included on the Application Overview.

### C. Training Components

See Attachment for the WIOA Incumbent Worker Training Plan Components. The form can be replicated as many times as necessary to include all Training Components requested for funding.

### D. Incumbent Worker Defined: An incumbent worker is:

1. At least 18 years of age, a paid employee of the applicant business or businesses;
2. In a relationship that meets the Fair Labor Standards Act requirements for an employer-employee;
3. An employee with an established employment history with the employer for 6 months or more (the employee must be in an employer-employee relationship at least 6 months prior to the Orange County WDB IW Training Grant’s state submission deadline date);
4. A citizen of the United States or a non-citizen whose status permits employment in the United States; and
5. An employee to be trained that works at a facility located in Orange County.

Are all employees to be trained an eligible Incumbent Worker as described above?

<input type="checkbox"/> Yes	<input type="checkbox"/> No
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### E. Project Abstract

Please provide the following information on attached Project Abstract :

1. Background information on the company;
2. Overview of the training (not to exceed ½ page) and information to support the request and need for training;
3. Description of how the requested training will address employees’ skills gaps, improve employee retention, impact company stability, and increase the competitiveness of the employee and employer.
4. Reason for requesting financial assistance to conduct the training.

### SECTION III. BUDGET

A. The applicant is encouraged to apply only for the amount of funds needed to meet its immediate training needs. The project budget should clearly support and relate to the training plan and itemize how the award will be used. **The amount under the “Grant Funds Requested” column below should equal the total of the amounts shown under “Component Cost Charged to Grant” for all Training Components listed in Section III C. Training Components, Attachment A.** All proposed expenses must be allowable, reasonable and necessary (see Attachment C). Please provide the required information on this budget form, rather than submitting attachments.

The applicant must pay for a portion of the cost of providing the training to incumbent workers. This portion is defined as the non-federal share. The non-federal share is based on the following limits:

- Not less than 10% of the cost, for employers with not more than 50 employees;
- Not less than 25% of the cost, for employers with more than 50 employees, but not more than 100 employees;

The non-federal share provided by an employer participating in the program may include the amount of the wages paid by the employer to a worker while the worker is attending training. The employer may provide the share in cash or in kind, fairly evaluated. A column has been provided for this information.

Category	Grant Funds Requested	Employer's Non-Federal Share (Wages, in-kind, cash, etc.)*	Explanation and Detail  Please place a “G” after all explanation of costs to be paid by the NCWorks IW funds and <b>Itemize the cost of each Training Component.</b>
Training/Course Registration			(Example: CAD training \$300 x 10 employees=\$3000)
Manuals/Textbooks (itemize)			(Example: 10 Microsoft manuals at \$30 each=\$300)
Training Certifications, Certificates, Credentials, Licenses			(Specify number and type)
Materials and Supplies			

Category	Grant Funds Requested	Employer's Non-Federal Share (Wages, in-kind, cash, etc.)*	Explanation and Detail
Training equipment purchase (can be employer's non-federal share)			
On-site facility usage (can be employer's non-federal share)			
Employees' travel, food, lodging (can be employer's non-federal share)			
Employees' wages (can be employer's non-federal share)			
<b>Total Funds (Both Grant and ENFS)</b>	<b>\$</b>	<b>\$</b>	<b>TOTAL TRAINING INVESTMENT (Grant + ENFS): \$</b>

The Orange County Workforce Development Board and the NC Division of Workforce Solutions reserve the right to remove or adjust any part of the budget prior to grant approval.

\*The number of employees is based on all locations within Orange County WDB



**SECTION IV. AUTHORIZATION AND CERTIFICATION**

As authorized representative of the Business submitting this application, I hereby certify that:

- I have read the Orange County WDB Incumbent Worker Training Grant Guidelines and coordinated this application with the Orange County Workforce Development Board;
- The Business meets the requirements and is eligible to submit this application;
- The information contained in this application is true and accurate and reflects the intentions of the Orange County WDB Incumbent Worker Training Grant;
- I am aware that any false information, intentional omissions, or misrepresentations may result in rejection of the application and possible disqualification for future funding;
- I am aware that any false information, intentional omissions, or misrepresentations may subject the Business to civil or criminal penalties;
- I understand that training materials purchased with funds awarded under this project will be in the public domain and will be available for use by other eligible entities at no costs;
- The Business agrees to adhere to all reporting requirements; and to respond to a Customer Satisfaction Survey(s), if asked; and
- The Business agrees to provide all requested data elements as required for federal reporting.

Further, this business shall not discriminate against any employee, applicant for employment, applicant or Workforce Innovation and Opportunity Act participant, subcontractor or potential beneficiaries of employment and training programs or projects because of race, color, disability, religion, age, sex, national origin, political affiliation or belief.

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Print Name	Title
Signature	Date

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ATTACHMENT III

Incumbent Worker Training Program Agreement

TRAINING OPERATOR (Local WDB)	CONTACT PERSON	TRAINING OPERATOR TELEPHONE NUMBER
EMPLOYER		FEIN
ADDRESS		AGREEMENT NUMBER
CONTACT PERSON (EMPLOYER)		CONTACT PERSON TELEPHONE NUMBER:

This training agreement is entered into between the \_\_\_\_\_, hereinafter called the Training Operator, and \_\_\_\_\_, Hereinafter called the Employer.

The parties hereto agree that occupational training will be provided to \_\_\_\_\_ currently employed individuals. The Employer agrees that this training will lead to a verifiable wage increase, at minimum, and may assist in increasing the competitiveness of the business and/or the employees, avert layoffs, or provide opportunities for advancement and backfill opportunities for less skilled workers.

Employer will be responsible for a fixed amount of the overall cost of training, equal to \_\_\_\_\_ %, to include in-kind matching contributions and direct cash payments, as agreed upon in accordance with the approved training application. The Training Operator will provide a total payment of \$\_\_\_\_\_ for the planned training and will be paid pursuant to the terms and conditions set forth in the General Assurances outlined within this agreement.

The majority of the workers trained under this agreement must be verified as having been employed at least 6 months with the employer. This verification must occur before the training is approved and begins. After training has been completed the Employer agrees to allow final monitoring to verify training completion, wage increase(s), and other details as outlined for training assistance.

EMPLOYER ATTESTATIONS

- a. The Employer attests upon entering this agreement that the training position(s) have not been relocated from any of its assets within the United States within the prior 120 days.  YES  NO
- b. The Employer attests upon entering this agreement that it has: 1) attempted recall on all employees on active layoff of less than 365 days, and/or 2) not given notice of layoff from the same, or any substantially equivalent, position.  YES  NO
- c. The Employer attests that an employer-employee relationship exists as defined by the Fair Labor Standards Act.  YES  NO
- d. The Employer attests that all employees have been verified as authorized to work in the U.S. through the E-Verify federal work authorization program.  YES  NO

CONCURRENCE OF THE COLLECTIVE BARGAINING AGENT

- a. Is (Are) the occupation(s) in which employment and training to be offered subject to a collective bargaining agreement?  YES  NO
- b. If "Yes," has there been concurrence by the appropriate bargaining representative?  YES  NO

Please indicate the name, title, and union affiliation of the appropriate bargaining representative: \_\_\_\_\_

<b>AUTHORIZED SIGNATURES</b>	EMPLOYER SIGNATURE _____	DATE _____
	TYPE/PRINT NAME _____	TITLE _____
	AUTHORIZED TRAINING OPERATOR SIGNATURE _____	DATE _____
	TYPE/PRINT NAME _____	TITLE _____

## LEGAL CERTIFICATIONS

By signature of this Training Program Agreement, the Employer provides the following Certification regarding Debarment and Suspension in accordance with 2 CFR Part 2998 and certifies that to the best of his or her knowledge and belief that it and its principals:

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or State of California department or agency;
- Have not within a three-year period preceding this Training Program Agreement been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, State, or local) with commission of any of the offenses enumerated in this certification; and,
- Have not within a three-year period preceding this Training Program Agreement had one or more public transactions (federal, State, or local) terminated for cause or default.

Where the prospective primary Employer's representative is unable to certify to any of the statements in this certification, such representative shall submit an explanation to the Training Operator.

The Contracting Agency (Employer) assures, as a condition to the award of financial assistance under the Workforce Innovation and Opportunity Act (WIOA) from the U.S. Department of Labor (USDOL), with respect to operation of the WIOA-funded program or activity and all agreements or arrangements to carry out the WIOA- funded program or activity, that it will comply fully with the nondiscrimination and equal-opportunity provisions of WIOA Section 188, 20 CFR 683.600, and 29 CFR Part 38.

### NONDISCRIMINATION & EQUAL OPPORTUNITY ASSURANCE

Note: This particular assurance (portions which are duplicated elsewhere in other assurances) is applicable to the extent that the Program activities are conducted as part of the One-Stop Delivery System (See 29 CFR 38.2).

As a condition to the award of financial assistance from the USDOL under Title I of WIOA, the Contracting Agency assures that it and its subrecipients will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

- (1) Section 188 of WIOA, which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA Title I financially assisted program or activity;
- (2) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, and national origin;
- (3) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
- (4) The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
- (5) Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The Contracting Agency (and its subrecipients) also assures that it will comply with 29 CFR Part 38, as proposed, and all other regulations implementing the laws listed above. This assurance applies to the Contracting Agency's operation of the WIOA Title I financially assisted program or activity, and to all agreements the Contracting Agency makes to carry out the WIOA Title I financially assisted program or activity. The Contracting Agency understands that the United States has the right to seek judicial enforcement of this assurance.

The California Employment Development Department and the Local Workforce Development Boards are responsible for ensuring WIOA recipients comply with the nondiscrimination and equal-opportunity regulations. If the employer has 15 employees and 15 WIOA participants during a grant year, the employer will be monitored for compliance with 29 CFR Part 38.

\_\_\_\_\_  
EMPLOYER SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
TYPE/PRINT NAME

\_\_\_\_\_  
TITLE

Conditions:

- This is a cost reimbursement agreement. The Administrative Entity agrees to reimburse the Business for allowable costs up to, but not exceeding the Agreement Amount, incurred during the delivery of Incumbent Worker Training as outlined in the agreement.
- Monthly program activity reports, including Trainee Information forms, must be submitted to the Administrative Entity no later than the \_\_\_\_\_ of the following month.
- Monthly Invoices/Requests for Payment and Cumulative Expenditure Reports, inclusive of all expenses up to and including the last day of the month, must be submitted to the Administrative Entity no later than the \_\_\_\_\_ of the following month.
- The Final Program Report must be submitted to the Administrative Entity no later than 45 days after the end of the agreement.
- All funds not expended by the end of the Agreement Period will be forfeited to the Administrative Entity.

Authorized Signature(s):

The following individual(s) is/are authorized to sign program and financial reports submitted to the Administrative Entity on behalf of this Business and relating to this Agreement.

Name/Title: \_\_\_\_\_ Name/Title: \_\_\_\_\_

*Orange County Workforce Development Board, hereinafter called the Administrative Entity, hereby enters into an Agreement with the Business named above to implement an Incumbent Worker Training program. The Agreement consists of this Signature Sheet, IWT Program Agreement Work Statement, and approved Application, Training Plan, and Budget. By signing for the Business named above, I hereby certify that I am an authorized representative of said Business, with the authority to commit the Business to legally binding contracts and agreements.*

Administrative Entity:

Name:

Title:

Signature:

Date:

Business:

Name:

Title:

Signature:

Date:



## ATTACHMENT IV MULTIPLE BUSINESS COLLABORATIVE FORM

All of the companies included in the grant must complete this Attachment, but not the lead applicant, and each company must be included on the Application Overview. This attachment(s) is to be included as part of the completed application.

### A. Applicant Information

Business Name:			
Street/Mailing Address:			
City/State:		Zip:	County:
Business Contact Person:		Title:	
Phone:	Ext:	Fax:	
E-Mail Address:		Company Website:	
Description of Business Product(s) or Service(s):			
Years in business at training location:	Total number of paid employees at this location:		Total number of paid employees throughout NC:
	How many of these employees have an employer-employee relationship?		
Legal Structure of Business:	Sole Proprietor <input type="checkbox"/>		Partnership <input type="checkbox"/>
	Corporation (Designation)		
Tax Status of Business:	For-profit <input type="checkbox"/>		Other:
	Not-for-profit (Designation) <input type="checkbox"/>		
Employer's Federal ID #:		Unemployment Insurance ID #:	
B. Is your company a subsidiary of another company or affiliated with a parent company?			Yes <input type="checkbox"/> No <input type="checkbox"/>

If YES, please provide the following information about the corporate office/parent company, if different from above, or indicate 'SAME.'

Parent Business Name:			
Street/Mailing Address:			
City:		State:	Zip:
Authorized Representative:		Title:	
Phone:	Ext:	Fax:	
E-Mail Address:		Company Website:	

## AUTHORIZATION AND CERTIFICATION FOR THIS ATTACHMENT

As authorized representative of the Collaborative Business submitting this application, I hereby certify that:

- I have read the Incumbent Workforce Development Training Program Guidelines and coordinated this application with the Orange County Workforce Development Board;
- The Business meets the requirements and is eligible to submit this application;
- The information contained in this application is true and accurate and reflects the intentions of the Incumbent Workforce Development Training Program;
- I am aware that any false information, intentional omissions, or misrepresentations may result in rejection of the application and possible disqualification for future funding;
- I am aware that any false information, intentional omissions, or misrepresentations may subject the Business to civil or criminal penalties;
- I understand that training materials purchased with funds awarded under this project will be in the public domain and will be available for use by other eligible entities at no costs;
- The Business agrees to adhere to all reporting requirements: and to respond to a Customer Satisfaction Survey(s), if asked; and
- The Business agrees to provide all requested data elements as required for federal reporting.

Further, this business shall not discriminate against any employee, applicant for employment, applicant or Workforce Innovation and Opportunity Act participant, subcontractor or potential beneficiaries of employment and training programs or projects because of race, color, disability, religion, age, sex, national origin, political affiliation or belief.

---

Print Name

---

Title

---

Authorized Signature  
(Collaborative Business Representative)

---

Date



## ATTACHMENT V PROJECT ABSTRACT

Please provide the following information, not to exceed three (3) pages:

1. Background information on the company;
2. Overview of the training (not to exceed ½ page) and information to support the request and need for training;
3. Description of how the requested training will address the identified skills gaps, improve employee retention, impact company stability, and increase the competitiveness of the employee and employer;
4. Reason for requesting financial assistance to conduct the training





### ATTACHMENT VI WIOA Incumbent Worker Training Plan Components

Title and Description of Training		Participating Employees	Cost
Title:			
Description:			
Title and Description of Training		Participating Employees	Cost
Title:			
Description:			
Title and Description of Training		Participating Employees	Cost
Title:			
Description:			
Title and Description of Training		Participating Employees	Cost
Title:			
Description:			
Title and Description of Training		Participating Employees	Cost
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Title and Description of Training		Participating Employees	Cost
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Description:			
Title and Description of Training		Participating Employees	Cost
Title:			
Description:			
Title and Description of Training		Participating Employees	Cost
Title:			
Description:			
Title and Description of Training		Participating Employees	Cost
Title:			
Description:			
Total			\$0.00

**TRAINING COMPONENT# \_\_\_\_\_**

<b>Course Title:</b>		
Course Description and Objectives:		
Training Schedule (# hours of training):		Estimated Training Dates:
Number of Trainees for Component:		
Training Location:		
Component Cost:		Component Cost Charged to Grant:
<b>Please provide information for the training provider.</b>		
Name of Training Provider:		
Name of Training Provider Contact:		Phone:
Address:		
City:	State:	Zip:
E-Mail Address:		
<b>Provide the following information for <u>each</u> Instructor of this Component.</b>		
Name of Trainer/Instructor:		
Qualifications of Trainer/Instructor to Teach Component:		
Please provide the information requested in questions 1-3.		
1. Identify the skills gaps of the employees to be trained.		
2. Explain how the training will address the identified skills gap, improve employee retention, impact company stability, and increase the competitiveness of the employee and employer by either:  <div style="text-align: center;">                     Upgrading their skills and knowledge to retain their current job;  <b>OR</b>                      Gaining new skills and knowledge so they qualify for a different job with their employer.                 </div>		
3. How will this training component impact the employees' opportunity for advancement in the company and/or wage increases?		



## ATTACHMENT VII WIOA INCUMBENT WORKER TRAINING PROGRAM

Program Agreement Work Statement

Agreement #

This agreement is entered into by \_\_\_\_\_ and \_\_\_\_\_ hereinafter referred to as the Administrative Entity and the Business/Consortium respectively.

### 1.1 Basis for Agreement

1.1.1 Pursuant to the provisions of the Workforce Innovation and Opportunity Act (WIOA) and its implementing regulations, this agreement is written for the purpose of providing incumbent worker training

1.1.2 This agreement is based on the application submitted by the Business/Consortium and negotiated between all parties. The Business/Consortium agrees to train employees as described in the approved application and negotiated budget.

1.1.3 The Business/Consortium warrants that the information set forth in the application is true, correct and complete in all material aspects and that as part of the agreement, may only be amended by prior approval of the Administrative Entity and subject to mutual agreement by all parties

1.1.4 The Administrative Entity is prepared to provide funds as outlined in the approved budget. These funds shall be expended solely for the purpose of the approved budget on a reimbursement and performance method of payment.

1.1.5 The Administrative Entity's liability under this agreement is contingent on the continued availability of appropriated and allocated funds under WIOA. The Business/Consortium agrees that the Administrative Entity shall be the final authority on the availability of such funds.

### 1.2 Terms of the Agreement

1.2.1 The agreement period is indicated on the signature sheet of this agreement. Training may not begin prior to the effective date of this agreement

1.2.2 During the term of this agreement, the Business/Consortium:

(a) Comply with all applicable federal, state, and local laws related to the execution of this agreement

(b) Cooperate with the Administrative Entity in every reasonable way to ensure the successful delivery of the training program and the attainment of specific training objectives.

1.2.3 Payments. Payments shall be made the Business/Consortium on a reimbursement and performance basis. The Business/Consortium will submit invoices to the Administrative Entity including the documentation of expenditures in such detail as to provide for the proper pre-audit and post-audit.

1.2.4 Ineligible Costs. The following activities shall not be funded with any of the grant funds:

(a) Administrative costs incurred by the Business/Consortium

(b) trainee wages or travel

(c) training equipment

(d) capital improvements

(e) curriculum development

(f) purchase of any item or service that may possibly be used outside of the training project including computer equipment and non-training related software

(g) costs incurred prior to the effective date of the agreement

1.3 Business/Consortium Reporting Requirements

1.3.1 CALJOBS. Training projects are performance based with specific measurable outcomes. For performance and reporting purposes, the Business/Consortium and all IWT participants must be registered and tracked in CALJOBS using their Federal Identification Numbers and Social Security Numbers (SSNs), respectively.

To eliminate the need for the Business/Consortium, to provide the full SSN to the Administrative Entity, employees should register in CALJOBS using their full SSN once identified as in IWT participant but not later than the first day of training. Subsequent documentation provided by the Business/Consortium to the Administrative Entity should only need to be the last four digits of the employee's SSN to identify the individual in CALJOBS.

1.32 Trainee Information form. The Business/Consortium shall provide an itemized list of the individual trainee/employee information for each training class within 30 days of the start of each training. Such information will be collected in CALJOBS and used to measure the impact of this training. Only aggregate data will be used; no individual personal information will be reported. This documentation should include:

Participants name	Date of Birth	Last four digits of the SSN
Gender	Race	Ethnicity
Veteran Status	Disability Status	Limited English Proficiency
Highest Grade Completed	Current Hourly Wage	Training Course Name
Actual training start date	ONET code for training	Projected training end date

1.3.3 Expenditure Reports. During the term of this agreement, the Business/Consortium shall provide the Administrative Entity invoices and Cumulative Expenditure Reports, inclusive of all expenses up to and including the last day of the month must be submitted to the Administrative Entity no later than 20 days of the following month. These reports consist of:

- (a) Cumulative Expenditures that outline an accounting of actual expenditures against budgeted expenditures; and
- (b) Detailed supporting documentation.

1.3.4 Final trainee information. Within 30 days of training, the Business/Consortium will provide the Administrative Entity with Final Trainee information, which will include sufficient documentation for identification all participants that would allow for the calculation of performance measures and any other outcomes deemed pertinent to the Administrative Entity. At a minimum, that information will include: training outcomes, measureable skills gained, credentials received, any wage increases, promotions, and employment retention.

1.3.5 Final Program and Budget Reports. Within 45 days of the completion of training or within 45 days of the expiration of this agreement, whichever occurs first, the Business/Consortium will provide the Administrative Entity with a certification that the training program has been completed within compliance with the terms and conditions of this agreement. The Business/Consortium shall provide reports that specify:

Cumulative Expenditures;

The start and end dates of the training program;

The title and description of the training program;

The type and description of credential(s) earned;

The number of employees who completed the program;

The number of employees who earned a credential;

The number of promotions or wage increases as a result of completing the training program;

The number of existing jobs saved;

The number of new jobs created;

Layoff or closure;

Other outcomes.

The Administrative Entity shall withhold final payment until the Final Trainee Information and Final Program and Budget Reports are submitted.

#### **1.4.1 Business/Consortium Administrative Requirements**

1.4.2 Audit and Records. During the term of this agreement, the Business/Consortium agrees to comply with the following requirements:

(a) Maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices which efficiently and properly reflect all revenues and expenditures for funds provided by the Administrative Entity for a period of three years after the conclusion of the agreement. Such records, books, documents, and other evidence shall be subject at all times to inspection, review or audit by representatives of the Administrative Entity, state, and/or federal personnel responsible for the oversight, monitoring, and evaluation of WIOA.

(b) Submit all bills for fees or other compensation for services or expenses in detail sufficient for a proper pre-audit or post-audit;

(c) Include these record keeping requirements in contracts and subcontracts entered into by the Business/Consortium with any party for work required under terms of this agreement.

1.4.3 Liability. The Business/Consortium assumes the risk of any claims, suits, judgements, or damages arising from the Business/Consortium's performance of, or failure to perform, the tasks and duties which are subject to this agreement,

and/or from the Business/Consortium participation in the program. The Business/Consortium shall indemnify, defend, and hold the Administrative Entity harmless from all claims, suits, judgements, or damages arising from intentional acts, negligence or omissions from the Business/Consortium's performance of tasks and duties that are subject to this agreement.

1.4.4 The Business/Consortium shall act independently and not as an employee of the Administrative Entity in the performance of the tasks and duties which are the specific obligations of the Business/Consortium pursuant to this agreement.

1.4.5 Non-discrimination. The Business/Consortium will not discriminate against any employee employed in performance of this agreement, or against any applicant for employment because of race, color, religion, sex, marital status, national origin, sexual orientation, age, disability, political affiliation, or belief.

1.4.6 Drug-Free Workplace. The Business/Consortium will provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, or possession or use of a controlled substance is prohibited in the Business/Consortium workplace;

(b) Specifying that actions will be taken against employees for violation of such prohibition;

(c) Establishing a drug-free workplace program;

(d) Making it a requirement that each employee to be enrolled in training under the grant be given a copy of the statement required by paragraph (a);

(e) Notifying the employee that, as a condition of employment, the employee will:

1. Abide by the terms of the statement in (a) above; and
2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than (5) days after the conviction;

(f) Notify the Administrative Entity within (10) days after receiving a notification in paragraph (e)2 from an employee or otherwise receiving actual notice of such conviction; and

(g) Take one of the following actions within (30) days of receiving notice of under subparagraph (e)2, with respect to any employee who is so convicted-

1. Taking appropriate personnel action against such employee, up to and including termination; and
2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and

(h) Make a good faith effort to maintain a drug-free workplace.

#### **1.4.7 Modification**

1.5.1 No provision for automatic renewal or extension of this agreement shall be effective.

1.5.2 This writing contains the entire agreement of the parties. No representations were made or relied on by any party, other than those that are expressly set forth in the agreement. No agent, employee, or other representative of any party is empowered to alter any terms of this agreement, unless done in writing and signed and approved by authorized signatories of both the Administrative Entity and the Business/Consortium. The parties agree to renegotiate this agreement if revisions of any laws, regulations, or decreases in funds availability make changes to this agreement necessary.

#### **1.6 Termination.**

In the event the Business/Consortium materially defaults in the performance of any duty, obligation, covenant, or agreement imposed on it or made by it in this agreement, then the Administrative Entity shall provide the Business/Consortium notice of such default. The Business/Consortium shall have (15) calendar days within to initiate action to correct the default and (30) calendar days within which either to cure the default, or to demonstrate to the satisfaction of the Administrative Entity that corrective action has been taken and will likely result in curing the breach. In the event the Business/Consortium fails to cure the default, the Administrative Entity will have the right to terminate the agreement.

#### **1.7 General Conditions.**

1.7.1 The Business/Consortium acknowledges and agrees that any expenses incurred above and beyond the grant funds shall be borne and paid by the Business/Consortium. The Business/Consortium will be liable for any project funds used for purposes other than payment of costs listed in the approved budget. The Business/Consortium shall indemnify and hold the Administrative Entity harmless for claims made by any third party with respect to expenses incurred or activities performed by the Business/Consortium in fulfillment of the project.

1.7.2 The Business/Consortium certify that agreement funds shall not be used to lobby state or federal legislatures, judiciaries, or agencies.

1.7.3 The Business/Consortium acknowledges and agrees that:



(a) neither it or its principles are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this agreement by any federal department or agency; and

(b) where the Business/Consortium is unable to certify to any of the statement in 1.7.3 (a), the Business/Consortium shall provide an explanation.

1.7.4 The parties agree to comply with all terms and provisions of this agreement.