

**SUBGRANT AGREEMENT UNDER THE WORKFORCE INNOVATION
AND OPPORTUNITY ACT
(COUNTY – WEST KERN ADULT EDUCATION NETWORK)**

THIS AGREEMENT, entered into as of July 1, 2016, is by and between the COUNTY OF KERN, a political subdivision of the State of California ("COUNTY") and WEST KERN ADULT EDUCATION NETWORK, a Joint Powers Authority formed by West Kern Community College District, Taft Union High School, Maricopa High School, and Kern County Superintendent of Schools to administer California Adult Education funds provided by AEBGF 104 legislation ("AGENCY"). This Joint Powers Authority is recognized as a special district and reports to the State Controller's office as a governmental unit, with its principal place of business located at 218 Taylor Street, Taft, CA 93268.

RECITALS :

(a) The Workforce Innovation and Opportunity Act (WIOA) was signed into law on July 22, 2014, by President Obama with broad bipartisan support from Congress; and

(b) WIOA supersedes the Workforce Investment Act (WIA) and amends the Adult Education and Family Literacy Act (AEFLA), the Wagner-Peyser Act, and the Rehabilitation Act of 1973; and

(c) WIOA strengthens the United States workforce development system through innovation, alignment and improvement of employment, training, and education programs; and

(d) WIOA was designed to be business-led to ensure public, private, and philanthropic investments result in an effective, coordinated, and accountable workforce service delivery system that is responsive to the local labor market demands by preparing adults and youth with the necessary skills to fill high demand careers; and

(e) WIOA formula funds are identified in the Catalog of Federal Domestic Assistance (CFDA) as CFDA 17.258 WIOA Adult Program, CFDA 17.259 WIOA Youth Activities, and CFDA 17.278 WIOA Dislocated Worker Formula Grants; and

(f) COUNTY receives funding from WIOA and other complementary sources authorizing and enabling it to contract with public agencies and private for-profit and private non-profit organizations to provide job training activities and related services which are in addition to those which would otherwise be available in the area in the absence of such funds; and

(g) In accordance with Public Law 116-260, Division H, Title V, Section 505 (Stevens Amendment), it is acknowledged that this Agreement is funded by the U.S. Department of Labor (DOL) as part of an award totaling \$18,906,925 (100%) with \$0 (0%) state, local and/or non-federal sources; and

(h) AGENCY is prepared to operate a program or programs designed to accomplish the objectives of WIOA, and COUNTY is prepared to provide WIOA funds to AGENCY to enable it to operate its program(s); and

(i) The U.S. Congress has authorized WIOA, and the Office of Management and Budget (OMB) has published Title 2 of the Code of Federal Regulations (CFR), Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), which the DOL has adopted with exceptions at 2 CFR 2900.

NOW, THEREFORE, IT IS MUTUALLY AGREED between COUNTY and AGENCY as follows:

1. AGENCY's Duties and Obligations.

- a. AGENCY shall operate a program and/or provide related services designed to accomplish the objectives of WIOA. A description of AGENCY's program and services which shall be provided by AGENCY pursuant to this Agreement is attached hereto as Exhibit "A" and incorporated herein by this reference as if set forth in full.
- b. AGENCY shall use its best efforts to meet the planned objectives and program goals, as specified in Exhibit "B", which is attached hereto and incorporated herein by this reference as if set forth in full.
- c. AGENCY shall expend WIOA funds under this Agreement only as specified in Exhibit "C", which is attached hereto and incorporated herein by this reference as if set forth in full. No funds paid to AGENCY through this Agreement shall be utilized to compensate employees of AGENCY for overtime or compensatory time off, except to the extent that AGENCY is required to pay for overtime or compensatory time off pursuant to the Fair Labor Standards Act of 1938, 29 USCS Section 201 et seq. or applicable state law.
- d. AGENCY shall be liable for and accountable to COUNTY for any and all program funds improperly expended under this Agreement by AGENCY or any officer, employee, agent or representative thereof whether or not such officer, employee, agent or representative was acting within the scope of his or her employment. AGENCY shall repay COUNTY the amount of any such improper expenditures upon demand. Repayment of disallowed costs shall not be made from any federal or grant funds, including those received under this Agreement.
- e. In operating its program(s), AGENCY shall comply with the terms of this Agreement and the following:
 - 1) the provisions of WIOA and any amendments thereto;
 - 2) any and all federal, state, and local regulations and guidelines issued pursuant to WIOA including, but not limited to, those enumerated in Exhibit "D" which is attached hereto and incorporated herein by this reference as if set forth in full;
 - 3) the terms of COUNTY's WIOA grant to the extent such terms are applicable to AGENCY;
 - 4) the regulations and guidelines enacted by COUNTY to facilitate its administration of the WIOA grant;
 - 5) any other statute, regulation, rule or guideline applicable to WIOA; and
 - 6) AGENCY shall otherwise assist COUNTY with meeting its obligations under WIOA.

2. COUNTY's Obligations.

- a. COUNTY shall provide funding to AGENCY, to enable AGENCY to operate its program(s) under WIOA, in the amounts and for the items set forth in Exhibit "C". Payments of funds to AGENCY by COUNTY for the items set forth in Exhibit "C" shall be made after the

services described therein have been rendered or the expenses set forth therein have been incurred if AGENCY received advance payments, or paid for by AGENCY on a reimbursement basis. All expenses reimbursed must be necessary and reasonable for the proper and efficient administration of AGENCY's program(s). Payment of funds to AGENCY by COUNTY for expenses described in Exhibit "C" shall not exceed the actual cost to AGENCY, and all costs of travel, meals, and lodging incidental to travel charged by AGENCY to COUNTY shall not exceed those amounts as set forth in Exhibit "D", which is attached hereto and incorporated herein by this reference as if set forth in full. However, first class air travel shall not be considered "necessary and reasonable" for purposes of Exhibit "D" attached hereto, and COUNTY will not reimburse AGENCY for the expense of first class air travel.

- b. Notwithstanding any other provision of this Agreement, in no event shall the total sum of the payments made by COUNTY to AGENCY, pursuant to this Agreement, exceed the sum of **three hundred seventy thousand five hundred eighty-two dollars (\$370,582)**.
 - c. Payments to AGENCY shall be made only upon AGENCY performing its duties to COUNTY's satisfaction and only upon AGENCY submitting a properly documented and verified claim. Such claim shall be submitted to the Chief Workforce Development Officer for COUNTY's Employers' Training Resource, or his/her designee, no later than the tenth calendar day of each month. Final claims must be filed no later than thirty (30) days following the termination of this Agreement and in no event shall COUNTY be obligated to honor or otherwise be liable for claims filed after July 31, 2027. COUNTY, in its sole discretion, may honor adjustments to claims after July 31, 2027.
 - d. In the event and upon a notice by the DOL or State of California of a rescission regarding WIOA funding, unexpended funds, including funds committed in this Agreement, may be subject to deobligation. Upon any such deobligation, COUNTY, at its sole option, may terminate or suspend this Agreement.
3. Record Keeping and Investigation.
- a. AGENCY shall keep records that are sufficient to permit COUNTY to prepare reports required by WIOA and to permit the tracing of funds to a level of expenditure adequate to ensure that the funds have not been spent unlawfully. Records shall also permit the tracing of potential stand-in costs which shall be reported with the monthly claim for payment and be included in any audit required by paragraph 3.f. below. AGENCY shall report match funds, if applicable, with the monthly claim for payment. Funds shall be tracked by year of contract as requested by COUNTY. For all costs, AGENCY's records shall describe and support the use of funds for authorized WIOA activities which COUNTY will allocate to the appropriate funding source.
 - b. AGENCY shall maintain program, applicant, participant, personnel and financial records as are required by WIOA, the State of California, and the DOL to assure a proper accounting of all WIOA funds. AGENCY shall retain all records pertinent to this Agreement for a period of three (3) years from the date of final payment of this Agreement. If at the end of three (3) years there is litigation or an audit involving those records, AGENCY shall retain the records until the resolution of such litigation or audit.
 - c. The method used by AGENCY to determine an assigned cost must conform to generally accepted accounting principles and must not differ substantially from the methods used by AGENCY to determine costs for other operations or programs, except as provided in paragraph 3.a. above.

- d. The federal awarding agency, Inspectors General, the Comptroller General of the United States, and the pass-through entity, or any of their authorized representatives, must have the right of access to any documents, papers, or other records of the non-federal entity which are pertinent to the federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the non-federal entity's personnel for the purpose of interview and discussion related to such documents. The rights of access in this section are not limited to the required retention period but last as long as the records are retained. AGENCY shall comply with this requirement regardless of whether it ceases to operate or maintain a presence within the State of California before the expiration of this Agreement.
- e. AGENCY shall allow COUNTY to monitor and audit its program(s) and additionally shall modify its program(s) when necessary to conform to the requirements of WIOA or applicable regulations (including amendments) when instructed to do so by COUNTY.
- f. AGENCY must comply with audit requirements under the Uniform Guidance and DOL's adoption of the Uniform Guidance at 2 CFR 2900. If AGENCY expends one million dollars (\$1,000,000) or more from all federal funding sources during their fiscal year, AGENCY is required to submit an organization-wide financial and compliance audit report. The audit must be performed in accordance with the requirements of Government Auditing Standards and the requirements of Subpart F of 2 CFR Part 200.
- g. If AGENCY receives WIOA funds not requiring an audit under paragraph 3.f. above, AGENCY must arrange and pay for its own audit when so requested by COUNTY. AGENCY shall prepare or cause to be prepared any reports of its WIOA-funded program(s) when so requested by COUNTY.
- h. Audit reports must be filed with COUNTY within thirty (30) days after its completion, and access to AGENCY's independent auditors' work papers by federal, state, or COUNTY auditors or their agents must be provided for. Acceptance of such audit by COUNTY does not prohibit COUNTY from performing any additional audit work required to follow up on findings, as deemed necessary by COUNTY or as necessary for COUNTY to comply with any administrative or audit requirements imposed by the federal or state government.
- i. In the event AGENCY has an independent audit, the agreement between AGENCY and the independent auditor shall provide for access to the independent auditor's work papers by federal, state, and COUNTY auditors or their authorized agents as may be deemed necessary to carry out their audit responsibilities. The audit agreement must also require AGENCY's independent auditor to retain the audit work papers for three (3) years from the date the audit was completed for review purposes.
- j. Before any funds are issued under this Agreement, AGENCY shall submit to COUNTY the findings of the most recent audit of its financial systems and disclose any disallowed costs owed. AGENCY must demonstrate that its financial accounting systems are adequate to satisfy federal, state, and COUNTY audit requirements per WIOA applicable regulations. COUNTY may withhold payment until disallowed costs have been paid.
- k. Before any funds are released under this Agreement, AGENCY shall submit to COUNTY's Employers' Training Resource a letter describing how AGENCY will repay any disallowed expenditures with non-federal, non-grant funds.

4. Mutual Indemnification.

Each party shall defend, indemnify, and hold harmless, the other party, and their respective officers, directors, employees, agents, members, shareholders, partners, joint ventures, affiliates, successors, and assigns from and against any and all liabilities, obligations, claims, demands, suits, losses, expenses, damages, fines, judgments, settlements, and penalties, including, without limitation, costs, expenses, and attorneys' fees incident thereto, arising out of or based upon contract damages, property damage, or bodily injury (including death at any time resulting therefrom) to any person, including the indemnifying party's employees, affiliates, or agents, occasioned by or in connection with (1) the indemnifying party's negligent performance of (or failure to perform) the contract duties hereunder; (2) a violation of any laws or any negligent act or omission by the indemnifying party's or its affiliates, subcontractors, agents or employees during the performance of the contract duties hereunder; or (3) a breach of this Agreement by the indemnifying party or any of its affiliates, subcontractors, agents, or employees. The aforesaid obligation of indemnity shall be construed so as to extend to all legal, defense and investigation costs, as well as other reasonable costs, expenses and liabilities incurred by the party indemnified (including reasonable attorneys' fees), from and after the time at which the party indemnified received notification (whether verbal or written) that a claim or demand is to be made or may be made. Both parties' obligations under this Section do not extend to any liability caused by the sole negligence of the other party. This Section shall survive the termination or expiration of this agreement.

5. Insurance.

AGENCY, in order to protect COUNTY and its board members, officials, agents, officers, and employees against all claims and liability for death, injury, loss and damage as a result of AGENCY's actions in connection with the performance of AGENCY's obligations, as required in this Agreement, shall secure and maintain insurance as described below. AGENCY shall not perform any work under this Agreement until AGENCY has obtained all insurance required under this section and the required certificates of insurance and all required endorsements have been filed with the COUNTY's authorized insurance representative. Receipt of evidence of insurance that does not comply with all applicable insurance requirements shall not constitute a waiver of the insurance requirements set forth herein. The required documents must be signed by the authorized representative of the insurance company shown on the certificate. Upon request, AGENCY shall supply proof that such person is an authorized representative thereof and is authorized to bind the named underwriter(s) and their company to the coverage, limits and termination provisions shown thereon. The AGENCY shall promptly deliver a certificate of insurance, and all required endorsements, with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance coverage for the term specified herein. Such certificates and endorsements shall be delivered to the COUNTY's authorized insurance representative prior to the expiration date of any policy and bear a notation evidencing payment of the premium thereof if so requested. AGENCY shall immediately pay any deductibles and self-insured retentions under all required insurance policies upon the submission of any claim by AGENCY or COUNTY as an additional insured.

a. Workers' Compensation and Employer's Liability Insurance Requirements:

In the event AGENCY has employees who may perform any services pursuant to this Agreement, AGENCY shall submit written proof that AGENCY is insured against liability for workers' compensation in accordance with the provisions of section 3700 of the California Labor Code.

AGENCY shall require any subcontractors to provide workers' compensation for all of the subcontractors' employees unless the subcontractors' employees are covered by the insurance afforded by AGENCY. If any class of employees engaged in work or services performed under this Agreement is not covered by California Labor Code section 3700, AGENCY shall provide and/or require each subcontractor to provide adequate insurance for the coverage of employees not otherwise covered.

AGENCY shall also maintain Employer's Liability Insurance with limits of one million dollars (\$1,000,000) for bodily injury or disease.

b. Liability Insurance Requirements:

- 1) AGENCY shall maintain in full force and effect, at all times during the term of this Agreement, the following insurance:
 - (a) Commercial General Liability Insurance including, but not limited to, Contractual Liability Insurance (specifically concerning the indemnity provisions of this Agreement with the COUNTY), Products-Completed Operations Hazard, Personal Injury (including bodily injury and death), and Property Damage for liability arising out of AGENCY's performance of work under this Agreement. The Commercial General Liability Insurance shall contain no exclusions or limitation for independent contractors working on the behalf of the named insured. AGENCY shall maintain the Products-Completed Operations Hazard coverage for the longest period allowed by law following termination of this Agreement. The amount of said insurance coverage required by this Agreement shall be the policy limits, which shall be at least one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) aggregate.
 - (b) Automobile Liability Insurance against claims of Personal Injury (including bodily injury and death) and Property Damage covering any vehicle and/or all owned, leased, hired and non-owned vehicles used in the performance of services pursuant to this Agreement with coverage equal to policy limits, which shall be at least one million dollars (\$1,000,000) each occurrence.
 - (c) A fidelity bond covering each of its employees who has the power to disburse or handle funds under this Agreement. The limit of the fidelity bond shall not be less than one hundred thousand dollars (\$100,000) or an amount equal to the amount specified in paragraph 2.b. of the Agreement if said amount is less than one hundred thousand dollars (\$100,000). If the bond is canceled or reduced, AGENCY will immediately notify the COUNTY. If the bond is canceled or reduced, COUNTY will make no further disbursement until it is assured that adequate coverage has been obtained. In lieu of a fidelity bond, AGENCY may maintain a fidelity crime insurance policy with an aggregate limit of one million dollars (\$1,000,000) or more.
- 2) The Commercial General Liability Insurance and Automobile Liability Insurance required in this sub-paragraph b. shall include an endorsement naming the COUNTY and COUNTY's board members, officials, officers, agents and employees as additional insureds for liability arising out of this Agreement and any operations related thereto. Said endorsement shall be provided using one of the following three options: (i) on ISO form CG 20 10 11 85; or (ii) on ISO form CG 20 37 10 01 plus either ISO form CG 20 10 10 01 or CG 20 33 10 01; or (iii) on such other forms which provide coverage at least equal to or better than form CG 20 10 11 85.

- 3) Any self-insured retentions in excess of one hundred thousand dollars (\$100,000) must be declared on the Certificate of Insurance or other documentation provided to COUNTY and must be approved by the County Risk Manager.
 - 4) If any of the insurance coverages required under this Agreement is written on a claims-made basis, AGENCY, at AGENCY's option, shall either (i) maintain said coverage for at least three (3) years following the termination of this Agreement with coverage extending back to the effective date of this Agreement; (ii) purchase an extended reporting period of not less than three (3) years following the termination of this Agreement; or (iii) acquire a full prior acts provision on any renewal or replacement policy.
- c. Cancellation of Insurance - The above stated insurance coverages required to be maintained by AGENCY shall be maintained until the completion of all of AGENCY's obligations under this Agreement except as otherwise indicated herein. Each insurance policy supplied by the AGENCY shall not be suspended, voided, canceled or reduced in coverage or in limits except after ten (10) days written notice by AGENCY in the case of non-payment of premiums, or thirty (30) days written notice in all other cases. Such notice shall be by certified mail, return receipt requested. This notice requirement does not waive the insurance requirements stated herein. AGENCY shall immediately obtain replacement coverage for any insurance policy that is terminated, canceled, non-renewed, or whose policy limits have been exhausted or upon the insolvency of the insurer that issued the policy.
- d. All insurance shall be issued by a company or companies admitted to do business in California and listed in the current "Best's Key Rating Guide" publication with a minimum rating of A-; VII. Any exception to these requirements must be approved by the County Risk Manager.
- 1) If AGENCY is or becomes during the term of this Agreement, self-insured or a member of a self-insurance pool, AGENCY shall provide coverage equivalent to the insurance coverages and endorsements required above. The COUNTY will not accept such coverage unless the COUNTY determines, in its sole discretion and by written acceptance, that the coverage proposed to be provided by AGENCY is equivalent to the above-required coverages.
- e. All insurance afforded by AGENCY pursuant to this Agreement shall be primary to and not contributing to all insurance or self-insurance maintained by the COUNTY. An endorsement shall be provided on all policies which shall waive any right of recovery (waiver of subrogation) against the COUNTY. This is not applicable if AGENCY is self-insured.
- f. Insurance coverages in the minimum amounts set forth herein shall not be construed to relieve AGENCY for any liability, whether within, outside, or in excess of such coverage, and regardless of solvency or insolvency of the insurer that issues the coverage; nor shall it preclude the COUNTY from taking such other actions as are available to it under any other provision of this Agreement or otherwise in law.
- g. Failure by AGENCY to maintain all such insurance in effect at all times required by this Agreement shall be a material breach of this Agreement by AGENCY. COUNTY, at its sole option, may terminate this Agreement and obtain damages from AGENCY resulting from said breach. Alternatively, COUNTY may purchase such required insurance

coverage, and without further notice to AGENCY, COUNTY shall deduct from sums due to AGENCY any premiums and associated costs advanced or paid by COUNTY for such insurance. If the balance of monies obligated to AGENCY pursuant to this Agreement is insufficient to reimburse COUNTY for the premiums and any associated costs, AGENCY agrees to reimburse COUNTY for the premiums and pay for all costs associated with the purchase of said insurance. Any failure by COUNTY to take this alternative action shall not relieve AGENCY of its obligation to obtain and maintain the insurance coverages required by this Agreement.

6. Intellectual Property Provisions.

a. Federal Funding.

In any agreement funded in whole or in part, by the federal government, COUNTY may acquire and maintain the Intellectual Property rights, title, and ownership, which result directly or indirectly from the agreement, except as provided in 37 CFR Part 401.14. However, pursuant to 29 CFR Section 97.34 the federal government shall have a royalty-free, non-exclusive, irrevocable, paid-up license throughout the world to use, duplicate, or dispose of such Intellectual Property throughout the world in any manner for governmental purposes and to have and permit others to do so.

AGENCY further agrees that this Agreement is subject to and shall be governed by 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

b. Ownership.

- 1) Except where COUNTY has agreed in a signed writing to accept a license, COUNTY shall be and remain, without additional compensation, the sole owner of any and all rights, title and interest in all Intellectual Property, from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from, or reduced to practice by AGENCY and which result directly or indirectly from this Agreement.
- 2) For the purposes of this Agreement, Intellectual Property means recognized protectable rights and interest such as: patents (whether or not issued), copyrights, trademarks, service marks, applications for any of the foregoing, inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, moral rights, right of publicity, author's rights, contract and licensing rights, works, mask works, industrial design rights, rights of priority, know how, design flows, methodologies, devices, business processes, developments, innovations, good will, any data or information maintained, collected or stored in the ordinary course of business by COUNTY, and all other legal rights protecting intangible proprietary information as may exist now and/or hereafter come into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other state, country or jurisdiction.
 - (a) For the purpose of the definition of Intellectual Property, "works" means all literary works, writings, and printed matter including the medium by which they are recorded or reproduced, photographs, art work, pictorial and graphic representations and works of a similar nature, film, motion pictures, digital images, animation cells, and other audiovisual works including positives and negatives thereof, sound recordings, tapes, educational materials, interactive videos,

computer software and any other materials or products created, produced, conceptualized and fixed in a tangible medium of expression. It includes preliminary and final products and any materials and information developed for the purposes of producing those final products. "Works" does not include articles submitted to peer review or reference journals or independent research projects.

- 3) In the performance of this Agreement, AGENCY may exercise and utilize certain of its Intellectual Property in existence prior to the effective date of this Agreement. In addition, under this Agreement, AGENCY may access and utilize certain of COUNTY's Intellectual Property in existence prior to the effective date of this Agreement. Except as otherwise set forth herein, AGENCY shall not use any of COUNTY's Intellectual Property now in existence or hereafter existing for any purposes without the prior written permission of COUNTY. Except as otherwise set forth herein, neither the AGENCY nor COUNTY shall give any ownership interest in or rights to its Intellectual Property to the other Party. If during the term of this Agreement, AGENCY accesses any third-party Intellectual Property that is licensed to COUNTY, AGENCY agrees to abide by all license and confidentiality restrictions applicable to COUNTY in the third-party's license agreement.
- 4) AGENCY agrees to cooperate with COUNTY in establishing or maintaining COUNTY's exclusive rights in the Intellectual Property and in assuring COUNTY's sole rights against third parties with respect to the Intellectual Property. If the AGENCY enters into any agreements or subcontracts with other parties in order to perform this Agreement, AGENCY shall require the terms of the agreement(s) to include all Intellectual Property provisions of paragraph 6.a. through 6.i. Such terms must include, but are not limited to, AGENCY assigning and agreeing to assign to COUNTY all rights, title and interest in Intellectual Property made, conceived, derived from, or reduced to practice by AGENCY or COUNTY and which result directly or indirectly from this Agreement or any subcontract.
- 5) Pursuant to paragraph 6.b.4), the requirement for the AGENCY to include all Intellectual Property provisions of paragraph 6.a. through 6.i. in all agreements and subcontracts it enters into with other parties does not apply to agreements or subcontracts that are for customized and on-the-job training as authorized under 20 CFR 680.700-750.
- 6) AGENCY further agrees to assist and cooperate with COUNTY in all reasonable respects, and execute all documents and, subject to reasonable availability, give testimony and take all further acts reasonably necessary to acquire, transfer, maintain, and enforce COUNTY's Intellectual Property rights and interests.

c. Retained Rights/License Rights.

- 1) Except for Intellectual Property made, conceived, derived from, or reduced to practice by AGENCY or COUNTY and which result directly or indirectly from this Agreement, AGENCY shall retain title to all of its Intellectual Property to the extent such Intellectual Property is in existence prior to the effective date of this Agreement. AGENCY hereby grants to COUNTY, without additional compensation, a permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-terminable license to use, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and privately display/perform, distribute, and dispose of AGENCY's Intellectual Property with the right to sublicense through multiple layers, for any purpose whatsoever, to the extent it is incorporated in the Intellectual Property resulting from this Agreement, unless

AGENCY assigns all rights, title and interest in the Intellectual Property as set forth herein.

- 2) Nothing in this provision shall restrict, limit, or otherwise prevent AGENCY from using any ideas, concepts, know-how, methodology or techniques related to its performance under this Agreement, provided that AGENCY's use does not infringe on the patent, copyright, trademark rights, license or other Intellectual Property rights of COUNTY or third party, or result in a breach or default of any provisions of paragraph 6.a. through 6.i. or result in a breach of any provisions of law relating to confidentiality.

d. Copyright.

- 1) AGENCY agrees that for purposes of copyright law, all works (as defined in Ownership, paragraph 6.b.2)(a)) of authorship made by or on behalf of AGENCY in connection with AGENCY's performance of this Agreement shall be deemed "works made for hire." AGENCY further agrees that the work of each person utilized by AGENCY in connection with the performance of this Agreement will be a "work for hire," whether that person is an employee of AGENCY or that person has entered into an agreement with AGENCY to perform the work. AGENCY shall enter into a written agreement with any such person that: (i) all work performed for AGENCY shall be deemed a "work made for hire" under the Copyright Act and (ii) that person shall assign all right, title, and interest to COUNTY to any work product made, conceived, derived from or reduced to practice by AGENCY or COUNTY and which result directly or indirectly from this Agreement. (Refer to 2 CFR 200.35.)
- 2) All materials, including, but not limited to, computer software, visual works or text, reproduced or distributed pursuant to this Agreement that include Intellectual Property made, conceived, derived from, or reduced to practice by AGENCY or COUNTY and which result directly or indirectly from this Agreement may not be reproduced or disseminated without prior written permission from COUNTY.

e. Patent Rights.

With respect to inventions made by AGENCY in the performance of this Agreement, which did not result from research and development specifically included in the Agreement's scope of work, AGENCY hereby grants to COUNTY a license as described under paragraph 6.c. for devices or materials incorporating or made through the use of such inventions. If such inventions result from research and development work specifically included within the Agreement's scope of work, then AGENCY agrees to assign to COUNTY, without additional compensation, all its right, title and interest in and to such inventions and to assist COUNTY in securing United States and foreign patents with respect thereto.

f. Third-Party Intellectual Property.

Except as provided herein, AGENCY agrees that its performance of this Agreement shall not be dependent upon or include any Intellectual Property of AGENCY or any third party without first: (i) obtaining COUNTY's prior written approval; and (ii) granting to or obtaining for COUNTY, without additional compensation, a license, as described in paragraph 6.c., for any of AGENCY's or third party's Intellectual Property in existence prior to the effective date of this Agreement. If such a license upon these terms is unattainable, and COUNTY determines that the Intellectual Property should be included in or is required for AGENCY

performance of this Agreement, AGENCY shall obtain a license under terms acceptable to COUNTY.

g. Warranties.

1) AGENCY represents and warrants that:

- (a) It has secured and will secure all rights and licenses necessary for its performance of this Agreement.
- (b) Neither AGENCY's performance of this Agreement, nor the exercise by either Party of the rights granted in this Agreement, nor any use, reproduction, manufacture, sale, offer to sell, import, export, modification, public and private display/performance, distribution, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by AGENCY or COUNTY and which result directly or indirectly from this Agreement will infringe upon or violate any Intellectual Property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by, any state, the United States, or any foreign country. There are currently no actual or threatened claims by any such third party based on an alleged violation of any such right by AGENCY.
- (c) Neither AGENCY's performance nor any part of its performance will violate the right of privacy of, or constitute a libel or slander against, any person or entity.
- (d) It has secured and will secure all rights and licenses necessary for Intellectual Property including, but not limited to, consents, waivers or releases from all authors.
- (e) It has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to COUNTY in this Agreement.
- (f) It has appropriate systems and controls in place to ensure that state and federal funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.
- (g) It has no knowledge of any outstanding claims, licenses or other charges, liens, or encumbrances of any kind or nature whatsoever that could affect in any way AGENCY's performance of this Agreement.

- 2) COUNTY makes no warranty that the Intellectual Property resulting from this Agreement does not infringe upon any patent, trademark, copyright or the like now existing or subsequently issued.

h. Intellectual Property Indemnity.

- 1) AGENCY shall indemnify, defend and hold harmless COUNTY and its licensees and assignees, and its officers, directors, employees, agents, representatives, successors, and users of its products ("Indemnities") from and against all claims, actions, damages, losses, liabilities (or actions or proceedings with respect to any thereof), whether or not rightful, arising from any and all actions or claims by any third party or expenses related thereto (including, but not limited to, all legal expenses, court costs, and

attorney's fees incurred in investigating, preparing, serving as a witness in, or defending against, any such claim action, or proceeding, commenced or threatened) to which any of the Indemnities may be subject, whether or not AGENCY is a party to any pending or threatened litigation, which arise out of or are related to (i) the incorrectness or breach of any of the representations, warranties, covenants or agreements of AGENCY pertaining to Intellectual Property; or (ii) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of COUNTY's use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by AGENCY or COUNTY and which result directly or indirectly from this Agreement. This indemnity obligation shall apply irrespective of whether the infringement claim is based on a patent, trademark or copyright registration that was issued after the effective date of this Agreement. COUNTY reserves the right to participate in and/or control, at AGENCY's expense, any such infringement action brought against COUNTY.

- 2) Should any Intellectual Property licensed by AGENCY to COUNTY under this Agreement become the subject of an Intellectual Property infringement claim, AGENCY will exercise its authority reasonably and in good faith to preserve COUNTY's right to use the licensed Intellectual Property in accordance with this Agreement at no expense to COUNTY. COUNTY shall have the right to monitor and appear through its own counsel (at AGENCY's expense) in any such claim or action. In the defense or settlement of the claim, AGENCY may obtain the right for COUNTY to continue using the licensed Intellectual Property or, replace or modify the licensed Intellectual Property so that the replaced or modified Intellectual Property becomes non-infringing provided that such replacement or modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonably available, COUNTY may be entitled to a refund of all monies paid under this Agreement, without restriction or limitation of any other rights and remedies available at law or in equity.
- 3) AGENCY agrees that damages alone would be inadequate to compensate COUNTY for breach of any term of these Intellectual Property provisions of paragraph 6.a. through 6.i. by AGENCY. AGENCY acknowledges COUNTY would suffer irreparable harm in the event of such breach and agrees COUNTY shall be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.

i. Survival.

The provisions set forth herein shall survive any termination or expiration of this Agreement or any project schedule.

7. Assurances.

- a. COUNTY shall obey the provisions of WIOA, the regulations and guidelines enacted pursuant to WIOA, and the terms of the WIOA grant agreements from the federal and state government to COUNTY.

- b. AGENCY may access WIOA and the regulations issued to implement WIOA at www.doleta.gov/wioa/. AGENCY will be notified of changes and/or amendments affecting WIOA or the regulations as soon as possible after they are made known to COUNTY.
- c. AGENCY shall accept persons into its program(s) who have been referred by COUNTY's Employers' Training Resource or its authorized agent(s) unless such persons are not eligible or suitable for AGENCY's program(s) pursuant to WIOA and this Agreement.

8. Confidentiality Requirements.

- a. COUNTY and AGENCY will exchange various kinds of information pursuant to this Agreement. That information will include Personally Identifiable Information (PII), data, applications, program files, and databases. These data and information are confidential when they define an individual or an employing unit or when the disclosure is restricted or prohibited by any provision of law. Confidential information requires special precautions to protect it from unauthorized use, access, disclosure, modification, and destruction. The sources of information may include, but are not limited to, the Employment Development Department, California Department of Social Services, California Department of Education, California Department of Corrections and Rehabilitation, County Welfare Department(s), County IV-D Directors Office of Child Support, Office of the District Attorney, California Department of Mental Health, California Office of Community Colleges, and the Department of Alcohol and Drug Programs.
- b. AGENCY agrees to keep all information that is exchanged between COUNTY in the strictest confidence and make such information available to its own employees only on a "need-to-know" basis.
- c. AGENCY shall provide security sufficient to ensure the protection of confidential information from improper use and disclosures including sufficient administrative, physical, and technical safeguards to protect this information from reasonable unanticipated threats to the security or confidentiality of the information.
- d. Federal law, OMB Guidance, and DOL policies require that PII and other sensitive information be protected. To ensure compliance with federal law and regulations, AGENCY must secure the storage and transmission of PII and sensitive data developed, obtained, or otherwise associated with WIOA funds:
 - 1) To ensure PII is not transmitted to unauthorized users, all PII and other sensitive data transmitted via email or stored on CDs, DVDs, hard drives, USB flash drives, or other removable media must be encrypted using Federal Information Processing Standards (FIPS) 140-2 compliant and National Institute of Standards and Technology (NIST) validated cryptographic module.
 - 2) AGENCY must take steps necessary to ensure the privacy of all PII obtained from participants and/or other individuals and to protect such information from unauthorized disclosure.
 - 3) AGENCY shall ensure that any PII used during the performance of activities associated with COUNTY have been obtained in conformity with this Agreement and applicable federal and state laws governing the confidentiality of information.
- e. AGENCY agrees to comply with section 444 of the General Education Provisions Act (20 U.S.C. 1232g) as added by the Family Educational Rights and Privacy Act of 1974.

AGENCY shall provide written instructions to all of its employees with access to information of a confidential nature of the penalties for unauthorized use or disclosure found in sections 1798.53 and 1798.55 of the Civil Code, section 502 of the Penal Code, section 2111 of the Unemployment Insurance Code, section 10850 of the Welfare and Institutions Code and other applicable local, state and federal laws.

- f. AGENCY shall (where it is appropriate) store and process information in electronic format, in such a way that unauthorized persons cannot reasonably retrieve the information by means of a computer, remote terminal or other means. AGENCY shall return the confidential information promptly and destroy all copies or derivations of that confidential information when its use ends, utilizing an approved method of confidential destruction: shredding, burning or certified or witnessed destruction. Magnetic media are to be degaussed or returned to the entity that provided it.
- g. If AGENCY enters into an agreement with a third party to provide WIOA services, AGENCY agrees to include these data and security and confidentiality requirements in the agreement with that third party. In no event shall said information be disclosed to any individual outside of that third party's authorized staff, subcontractor(s), service providers, or employees.
- h. AGENCY shall designate a person responsible for the security and confidentiality of the data and immediately notify the Chief Workforce Development Officer for COUNTY's Employers' Training Resource, or his/her designee, in writing, of any designee changes. AGENCY's data security confidentiality designee is:

Name: Stacey Falgout
Title: Program Director
Address: West Kern Adult Education Network
218 Taylor Street
Taft, CA 93268

Telephone: (661) 745-4315
Fax No.: (661) 745-4376
Email: sfalgout@westkernlearn.org

9. Term.

- a. This Agreement shall be in effect from July 1, 2026 through June 30, 2027 while COUNTY's WIOA program is in effect and funded by grants from the federal and state governments to COUNTY, except that AGENCY shall continue to retain the records of its WIOA-funded program(s) for three (3) years as provided in paragraph 3.b. above.
- b. Within thirty (30) days of AGENCY receipt of a fully signed and executed Agreement, AGENCY must demonstrate to COUNTY's satisfaction that the contracted program has commenced operations. AGENCY assumes all liability for expenses or activities commencing by AGENCY before the Agreement is executed.

10. Termination.

- a. This Agreement may be terminated in whole or in part as follows:
 - 1) By the COUNTY if AGENCY fails to comply with the terms and conditions of the Agreement;

- 2) By the COUNTY, to the greatest extent authorized by law, if the Agreement no longer effectuates the program goals or COUNTY priorities;
 - 3) By the COUNTY with the consent of the AGENCY, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated; or
 - 4) By the AGENCY upon sending to the COUNTY written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the COUNTY determines in the case of partial termination that the reduced or modified portion of the award will not accomplish the purposes for which the award was made, the COUNTY may terminate the award in its entirety.
- b. Notwithstanding the above, AGENCY shall not be relieved of liability to COUNTY for damages sustained by COUNTY by virtue of any breach of the Agreement by AGENCY, and COUNTY may withhold any payments to AGENCY for the purpose of setoff until such time as the exact amount of repayment due COUNTY from AGENCY is determined.
- c. In the event of the termination of this Agreement for any reason, COUNTY shall have no further obligation to pay for any services rendered or expenses incurred by AGENCY after the effective date of the termination, and AGENCY shall repay to COUNTY, within thirty (30) days of the notification of termination, all payments made by COUNTY to AGENCY which were unearned.

11. Notices.

Any and all notices relating to this Agreement shall be sufficient if personally served upon the Clerk of the Board of Supervisors of COUNTY or the clerk or the secretary of AGENCY or if sent via the United States Postal Service, postage prepaid, and if directed to COUNTY, addressed as follows:

Clerk of the Board of Supervisors
Kern County Administrative Center
1115 Truxtun Avenue, 5th Floor
Bakersfield, CA 93301

or directed to AGENCY, addressed as follows:

West Kern Adult Education Network
218 Taylor Street
Taft, CA 93268

Contact Person(s):
Stacey Falgout
(661) 745-4315
sfallgout@westkernlearn.org

12. Grievance Procedure and Venue.

- a. If COUNTY and AGENCY are unable to mutually resolve any disputes which may arise between the parties relating to this Agreement, AGENCY may file a complaint with

COUNTY at 1600 E. Belle Terrace, Bakersfield, California 93307. A grievance officer shall be appointed to review the dispute and attempt to resolve the matter with the parties. If the dispute is still not resolved, AGENCY may request a hearing with a hearing officer appointed by COUNTY. If the dispute remains unresolved, AGENCY may appeal to the State Review Panel of the Governor of the State of California. If there is still no resolution to the dispute, AGENCY may file an action in a court of law.

- b. The parties hereto acknowledge that this Agreement was executed and services and obligations are to be performed in Kern County, and, therefore, both parties agree that if any party to this Agreement initiates any legal or equitable action to enforce the terms of this Agreement, to declare the rights of the parties under this Agreement or which relates to this Agreement in any manner, the proper venue for any such action is the Superior Court of the State of California of and for the County of Kern.

13. Construed According to California Law.

COUNTY and AGENCY agree that the provisions of this Agreement will be construed in accordance with the laws of the State of California.

14. No Authority to Bind COUNTY.

It is understood that AGENCY, in its performance of any and all duties under this Agreement, has no authority to bind COUNTY to any agreements or undertakings with respect to any and all persons or entities with whom AGENCY deals in the course of its business.

15. Modifications and Amendments.

- a. This Agreement may be unilaterally modified or amended in writing by the COUNTY under the following circumstances:
 - 1) There is an increase or decrease in local, state, or federal funding levels.
 - 2) To implement adjustments to AGENCY's plans, goals, and/or objectives.
 - 3) Funds awarded to the AGENCY have not been expended in accordance with the Agreement. After consultation with the AGENCY, COUNTY has determined that funds will not be spent in a timely manner, and such funds are for that reason to the extent permitted by and in a manner consistent with local, state, and federal law, regulations, and policies, reverting to the COUNTY.
 - 4) The term of the Agreement is changed.
 - 5) There is a change in local, state, or federal law or regulation requiring a change in the provisions of this Agreement.
 - 6) The AGENCY's name has changed. Upon receipt of legal documentation of the name change COUNTY will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.
- b. Except as provided above, this Agreement may be amended or modified only in writing by the mutual agreement of both COUNTY and AGENCY.

16. Nonwaiver.

No covenant or condition of this Agreement to be performed by AGENCY can be waived except by the written consent of COUNTY. Forbearance or indulgence by COUNTY in any regard whatsoever shall not constitute a waiver of any covenant or condition to be performed by AGENCY. COUNTY shall be entitled to invoke any remedy available to COUNTY under this Agreement or by law or in equity despite any such forbearance or indulgence.

17. Independent Contractor.

In the performance of the services under this Agreement, AGENCY shall be and acknowledges that AGENCY is in fact and law, an independent contractor and not an agent or employee of COUNTY. AGENCY has and retains the right to exercise full supervision and control over the manner and methods of providing services to COUNTY under this Agreement. AGENCY retains full supervision and control over the employment, direction, compensation, and discharge of all persons assisting AGENCY in the provision of services under this Agreement. With respect to AGENCY's employees, if any, AGENCY shall be solely responsible for payment of wages, benefits and other compensation, compliance with all occupational safety, welfare and civil rights laws, tax withholding and payment of employment taxes whether federal, state or local, and compliance with any and all other laws regulating employment.

18. Assignment.

AGENCY shall not assign any right, title or interest it may acquire by reason of this Agreement except after first obtaining the written consent of COUNTY.

19. Conflict of Interest.

The parties to this Agreement have read and are aware of the provisions of Section 1090 et seq. and Section 87100 of the California Government Code relating to conflict of interest of public officers and employees. All parties hereto agree that they are unaware of any financial or economic interest of any public officer or employee of the COUNTY relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement, COUNTY may immediately terminate this Agreement by giving written notice thereof. AGENCY shall comply with the requirements of Government Code Section 87100 et seq. during the term of this Agreement.

20. Signature Authority.

Each person executing this Agreement on behalf of AGENCY represents and warrants that he or she is duly authorized by AGENCY to execute and deliver this Agreement on behalf of AGENCY and that this Agreement is binding upon AGENCY in accordance with its terms. Prior to commencing any work under this Agreement, AGENCY shall deliver documentation of AGENCY's governing body authorizing or ratifying the execution of this Agreement to COUNTY's Employers' Training Resource.

IN WITNESS WHEREOF, COUNTY and AGENCY have caused this Agreement to be executed by their respective officers and agents as of the day and year first above written.

"COUNTY"

"AGENCY"

COUNTY OF KERN

WEST KERN ADULT EDUCATION NETWORK



Brandon J. Evans
Chief Workforce Development Officer
Employers' Training Resource

Date: 9/14/26



Stacey Falgout
Program Director

Date: 7/30/2026

APPROVED AS TO FORM
Office of County Counsel



Andrew C. Hamilton
Deputy

Date: 8/20/26

**WEST KERN ADULT EDUCATION NETWORK
WORKFORCE INNOVATION AND OPPORTUNITY ACT
WEST KERN YOUTH AT WORK
OUT-OF-SCHOOL YOUTH PROGRAM
EXHIBIT "A"
STATEMENT OF WORK
JULY 1, 2026 THROUGH JUNE 30, 2027**

1. Program Purposes and Goals

The purposes of youth funding under the Workforce Innovation and Opportunity Act (WIOA) are to provide: 1) activities leading to the attainment of a secondary school diploma or its recognized equivalent, or a recognized postsecondary credential; 2) preparation for postsecondary educational and training opportunities; 3) strong linkages between academic instruction and occupational education that lead to the attainment of recognized postsecondary credentials; 4) preparation for unsubsidized employment opportunities, in appropriate cases; and 5) effective connections to employers, including small employers, in in-demand industry sectors and occupations of the local and regional labor markets. WIOA section 129(c) (i-v).

The primary goals of this program are to offer WIOA-eligible youth comprehensive, appropriate, and meaningful services as determined and documented in their Objective Assessment and Individual Service Strategy (ISS), and to prepare them for postsecondary educational and training opportunities, link academic and occupational learning, prepare them for employment and provide connections to intermediary organizations linked to the job market and employers. The objectives of this program are to ensure that participants are placed in unsubsidized employment, education, or advanced training and, if appropriate, earn an industry-recognized credential.

2. Program Description

This program will target youth ages 18-24 who have one or more of the following barriers to employment: basic skills deficient; disabled; English language learner; school dropout; homeless, runaway or foster child; pregnant or parenting; offender; or low-income individuals who require additional assistance to secure or hold employment.

The West Kern Adult Education Network (WKAEN) focuses on collaboration with multiple community partners including Taft Union High School and the Taft College Pathway program to provide work-based learning, work experience, and educational opportunities to disconnected youth in the greater West Kern area.

Delivery of Elements of Service

An individual Element of Service may be provided directly or via referral to an appropriate public agency or community resource, as described below. Services provided to individual participants shall be based on their needs as documented in their Individual Service Strategy (ISS). Some elements are required, either under WIOA or by Employers' Training Resource (ETR); these are noted in bold italics.

- a. In-School Youth Program (N/A)
- b. Out-of-School Youth Program

- 1) Tutoring, study skills training, instruction and evidence-based dropout prevention/recovery services **(Required)**
WKAEN provides participants with access to specialized tutoring in the math lab and writing lab. Participants will also have access to soft skills training, resume building assistance, job search assistance, and interview techniques to ensure students can obtain a clear pathway to employment. Additionally, participants have access to transition counselors who monitor participants' successes and assist with enrollment into postsecondary education.
- 2) Alternative secondary school offerings or dropout recovery services
As an alternative school, WKAEN prepares students to earn their high school equivalency certificate. WKAEN provides English and Spanish GED preparation classes in mathematics, language arts, social studies, and science. WKAEN also maintains communication with participants at least once a month to keep them engaged and interested in obtaining their education and/or employment goals.
- 3) Paid and unpaid work experiences that have academic or occupational learning as a component, including internships and job shadowing **(Required. At least 20% of expenditures must be in this area)**
Maximum hours: 240 Maximum weeks: 24
After participants meet with their counselor, skills, strengths, and career goals will be identified. Participants will then have the opportunity to gain work experience in various career pathways. Participants may be referred to local employers or industries such as Taft City parks and recreation, security guard, construction, clerical, janitorial, or cemetery jobs. Work experience opportunities are scheduled so as not to interfere with GED preparation or other educational activities. WKAEN may extend a participant's work experience beyond the 240 hours or 24 weeks with prior approval from ETR.
- 4) Occupational skills training leading to industry-recognized credentials aligned with industry sectors or local occupations **(Highly recommended for Out-of-School youth but will trigger inclusion in Credential Measure)**
Occupational skills training and Career Technical Education (CTE) are provided via partnership with Taft Union High School and WESTEC with credentials issued for successful completion of qualifying courses. The CTE program also offers participants opportunities to engage industry partners through work-based learning. CTE Pathways provides students the opportunity to learn technical and career readiness skills through a sequence of courses to better prepare them for college and careers. WKAEN also provides training to obtain the "guard card" and help with the instructional aide exam required to become a teaching paraprofessional.
- 5) Education offered concurrently with and in the same context as workforce preparation activities and training for a specific occupation or occupational clusters
CTE, provided in partnership with Taft Union High School, offers hands-on vocational learning combined with classroom components in a variety of occupations. WKAEN provides classroom instruction and training in industrial safety, welder's helper, forklift safety training, paraprofessional, construction, security guard card, home care aide, and career connection. WKAEN also provides workforce preparation by offering GED

assessments in English and Spanish, mock job interviews, and dress to impress events.

- 6) Leadership development opportunities, including community service and peer-centered activities encouraging responsibility and other positive social and civic behaviors **(Required)**

WKAEN partners with the Taft Chamber of Commerce, Rotary Club, Taft Kiwanis Club, the City of Taft, West Kern Oil Museum, Taft College, Soroptimist International of Taft and other local businesses to provide community service and leadership development opportunities for participants.

- 7) Supportive services **(Services provided with WIOA funding must follow ETR's Youth Supportive Services Policy)**

WKAEN provides linkages to community services and resources through the Department of Human Services, which includes but is not limited to assistance with work attire, work-related tools, transportation assistance, help with childcare in the local community, tutoring via high school and college counselors, referrals to medical services and to drug and alcohol counseling, educational testing fees (Instructional Aide, Guard Card, Driver's License) and referrals to the America's Job Center. Services paid for with WIOA funding will be provided in accordance with ETR's Youth Supportive Services Policy.

- 8) Adult mentoring for a duration of at least 12 months following participation **(Required)**

Mentorship is provided by a Taft City Council member, Taft City Accounting Analyst, the Director of Westside Parks and Recreation District, the Career Development Counselor for Taft College, the Executive Director of the Taft Chamber of Commerce, and Taft Union High School CTE teachers.

- 9) Follow-up services for at least 12 months following participation **(Required)**

In addition to tracking and reporting outcomes for twelve months, WKAEN assists participants during the follow-up period with resume updates, supportive services, college applications and job search, and addressing work-related problems if they arise.

- 10) Comprehensive guidance and counseling, which may include drug and alcohol abuse counseling, as well as referrals to counseling

WKAEN provides individual guidance counseling directly as well as refer participants to Taft College counselors for educational counseling and to College Community Services for drug and alcohol counseling if needed.

- 11) Financial Literacy Education **(Required)**

Local banking staff provide classroom instruction on money management, financial processes, and decisions. Topics include setting up checking and savings accounts, managing, spending, and information on credit cards. WKAEN also utilizes an on-line training resource called Essential Education to assist students with Financial Literacy.

12) Entrepreneurial Skills Training

Participants may receive entrepreneurial skills training through CTE teachers with business experience that may provide workshops and projects on how to start up and operate a small business. WKAEN may also refer participants to Taft College to provide entrepreneurial skills training, or local community leaders specialized in entrepreneurship in day-to-day business operations.

13) Services that provide labor market and employment information about in-demand industry sectors or occupations available in the local area, such as career awareness, career counseling, and career exploration services (Required)

WKAEN provides labor market information and employment information via labor market websites, visual presentations, guest speakers, various on-line resources and site visits. Agency has added O*NET as a resource tool to provide occupational information to participants. WKAEN also provides job-readiness workshops that assist with resume writing, soft skills development, and interview skills. Career awareness and exploration are also provided via CTE with Taft Union High School. Additionally, career days, monthly meetings, workshops, and guest speakers may be available to students to help combine learning experiences with real world careers.

14) Activities that help youth prepare for and transition to postsecondary education and training

WKAEN helps youth prepare for and transition to postsecondary education and training by providing participants with a transition counselor. Counselors case manage the participants, ensure the participant is on track with their ISS, and assist with enrollment to postsecondary education or training. Participants are also exposed to program activities that include postsecondary education and training schools (such as WESTEC). Specific activities include field trips to Taft College, guest speakers, educational counseling, and assistance with college admission and financial aid applications.

3. **Scope of Work**

AGENCY agrees to provide appropriate activities aligned with one or more of the four Industry Clusters identified in the local 5 Year Plan. These are: 1) Energy & Natural Resources; 2) Healthcare; 3) Public Sector Infrastructure (Construction, Aerospace, Defense); and 4) Logistics and/or Manufacturing. Activities may include but are not limited to cluster-related career exploration, work-based learning, job shadowing, paid or unpaid work experience, and occupational skills training.

AGENCY shall conduct their own outreach and recruitment of potential participants for their WIOA youth program(s) and complete the initial ISS identifying the goals, service needs, and expected outcomes for each participant. ETR staff will perform on-site eligibility reviews, intakes and enrollment for candidates deemed eligible and ready for WIOA participation. AGENCY shall cooperate with ETR staff to coordinate site visits according to AGENCY's enrollment plan.

AGENCY shall administer the Pre-Test if AGENCY has opted to use CASAS scores for a Measurable Skills Gain. AGENCY shall prepare the ISS identifying the goals, service needs, and expected outcomes for each participant and submit same to ETR for review. ETR shall conduct

and complete the eligibility determination and intake. ETR shall submit the intake file to ETR MIS and provide a copy to AGENCY for retention in AGENCY's files.

AGENCY will review the ISS at least once per calendar quarter and amend it as the participant progresses or demonstrates different needs. Signed original ISS updates will be forwarded to MIS with appropriate activity codes documenting current and new activities. The ISS must be individualized for each participant based on his or her needs and goals and activity codes should be opened and closed based on actual time spent in those activities. Time estimates for activities indicated on the ISS should be based on individual needs and program component schedules.

AGENCY will be responsible for direct or indirect delivery of the 14 Elements of Service or specified subset (listed in Section 2) as indicated in each participant's ISS, and for the delivery of program services leading toward the required performance outcomes listed in Section 5.

AGENCY will utilize approved testing instruments for subsequent literacy/numeracy testing to measure Educational Functioning Level (EFL) gains for participants who are either Basic Skills Deficient or performing below college level, utilizing EFL gains as Measurable Skill Gains under the WIOA Performance Indicators. Note that Measurable Skill Gains in Literacy/Numeracy may be taken past basic proficiency to 12th grade level.

AGENCY may provide incentives to participants in accordance with ETR's Youth Incentive Policy.

AGENCY shall provide adequate supervision and counseling of participants, as required, in all activities.

AGENCY's work experience will be provided in accordance with ETR's Youth Work Experience Policy. At least 20% of AGENCY's allocation must be expended on work experiences. Staff costs for providing these activities count toward the 20% minimum and must be tracked and reported separately, as indicated in Exhibit C.

AGENCY shall pay California minimum wage to participants while they are in paid work experience.

AGENCY shall develop or provide work experience sites. AGENCY agrees to maintain a complete and current list of all worksites. This list shall be made available to the COUNTY on request. Prior approval from ETR is required if seeking to place participants at worksites geographically located outside Kern County. Work experience shall be limited to the number of maximum hours per participant stated in Section 2 unless an exception is approved by ETR.

AGENCY shall utilize ETR's Youth Individual Work Experience Training Plan/Agreement and ETR's Master Work Site Agreement when placing participants at worksites. Both documents shall be completed and signed by the required parties prior to a participant starting work experience. The agreements will be updated and/or modified to align with the participant's actual work experience.

AGENCY shall ensure that all immediate supervisors are instructed as to their duties and responsibilities to the program and participants. AGENCY shall ensure that an alternative supervisor is available for times the regular supervisor is absent.

AGENCY shall ensure that each worksite is monitored appropriately at least once while a participant is assigned to that site. At a minimum, worksite monitoring visits should ensure the safety of the participant at the worksite, the participant is being properly supervised, and the participant is performing the duties and learning the skills outlined in their training agreement.

AGENCY shall ensure that worksites are in compliance with Child Labor Laws, if applicable.

AGENCY understands that at this time, the Patient Protection and Affordable Care Act (ACA) does not include an exemption for participants in subsidized work experience. The ACA applies to all employers (including youth service providers) with at least 50 full-time employees. Full-time employee means an employee who is employed on average at least 30 hours of service per week. Employers of Record with 50 or more full-time employees must offer qualifying health coverage to full-time employees. Per Employment Development Department (EDD) Workforce Services Directive (WSD) 15-26, it is the responsibility of AGENCY and AGENCY's legal counsel to determine the applicability of the ACA and ensure compliance, either through the limiting of hours worked during each pay period or the offering of qualified coverage.

AGENCY understands that at this time, California's Healthy Workplace Healthy Family Act of 2014 (AB 1522) does not include an exemption for participants in subsidized work experience. AB 1522 requires the granting of one hour of sick leave for every 30 hours worked for employees who work at least 30 days. However, they will not be able to use accrued sick leave unless they have worked for at least 90 days. Employers of Record are required to track accrued sick leave and report it on each employee's pay stub. Per EDD's WSD 15-26, it is the responsibility of AGENCY and AGENCY's legal counsel to ensure compliance with AB 1522. Information on AB 1522 is available at <http://www.dir.ca.gov/dlse/ab1522.html>.

For guidance in determining compliance with the employee benefit provisions of the ACA and AB 1522 for subsidized work experience under WIOA, AGENCY shall refer to WSD 15-26.

AGENCY will comply with the State of California Senate Bill 1343 regarding sexual harassment in the workplace. AGENCY shall provide sexual harassment training to all seasonal and temporary employees, i.e., WIOA or other grant funded participants. The training must meet or exceed the minimum requirements of State law and be completed within 100 hours of employment or thirty (30) calendar days, whichever occurs first. AGENCY must retain written documentation participants' acknowledgement of receipt of the training.

AGENCY shall ensure that there are written attendance procedures which spell out rules for participants and shall ensure that participants will not be paid for unexcused absences, unworked hours or recreational activities.

AGENCY shall make appropriate efforts to award academic credit for the experience participants gain from their employment.

AGENCY shall follow ETR's Youth Follow-Up Policy in providing follow-up services for all youth for not less than twelve months after the completion of participation. AGENCY shall also secure appropriate documentation regarding a participant's education and employment status during the follow-up period to report performance outcomes.

AGENCY assures that performance under this contract will be in accordance with the statement of work and within the period described in this agreement.

4. Management and Reporting Requirements

AGENCY shall maintain records on each participant enrolled in AGENCY's programs containing, at a minimum, the following information:

- 1) WIOA participant documents as applicable or as specified by COUNTY;
- 2) Copies of eligibility paperwork including their assessments (CASAS);
- 3) Copies of the initial ISS and ISS quarterly updates;
- 4) Status of participants at closure/exit from training and/or services, including follow-up after exit from training and/or services and any necessary corrected exit information;
- 5) Documentation of all Measurable Skill Gains, including copies of all Literacy/Numeracy pre- and post- tests and scores, if applicable;
- 6) Documentation of high school graduation or GED/HiSET certificate and test scores during participation or within 1 year of exit;
- 7) Copies of any recognized, qualifying occupational licenses or postsecondary credentials earned during participation or within 1 year of exit;
- 8) Documentation of enrollment in postsecondary education or advanced training during the 2nd and 4th quarter after exit; and
- 9) Documentation of unsubsidized employment during the 2nd and 4th quarter after exit.

In addition, AGENCY shall:

- a. Enter participant follow-up and retention information in the CalJOBS system and submit paper forms and documentation to ETR's MIS unit on a quarterly basis.
- b. Submit enrollment, exit and activity changes or extensions of estimated end dates within twenty-five (25) days of the event.
- c. Complete participant evaluations to track a participant's progress in the program. Evaluations may include mid-term and semester grades and/or results of other assessment tools that would be employed within the program design to measure individual progress.
- d. Enter into the CalJOBS system and have available to ETR staff case notes that document frequency of contact with participants, participation in WIOA activities and include information pertaining to individual progress in the program. Case notes shall be entered into CalJOBS on no less than a monthly basis.

- e. Provide sufficient case management of participants and documentation of activities and estimated end dates in the CalJOBS system to ensure that participants do not have a 90-day gap in service and ensure that case notes are sufficiently detailed to document services.
- f. Maintain documentation of worksite monitoring visits.
- g. Complete ETR's Monthly Participant Report form for each program and submit to assigned analyst by the 15th of each month or next business day if the 15th falls on a weekend or holiday.
- h. Ensure that Operator Expense Reports (claims for reimbursement) are received by the 10th of each month for the previous month's expenditures including accruals. If AGENCY's accounting system cycle does not permit reporting the previous month's expenses by the 10th of the month, AGENCY should submit the most recent actual expenditures available plus accruals. Operator expense reports shall include accruals, stand-in and indirect costs (if applicable).

Payments to program participants shall conform to the following practices:

AGENCY shall be responsible for transmittal and accuracy of all time sheets and distribution of all checks for activities operated by AGENCY;

AGENCY shall maintain a system that will provide adequate data to detect over-payments to participants receiving training through AGENCY and shall require repayment of any overpayments;

AGENCY shall prepare all state and federal payroll tax reports, and make related deposits as required. The AGENCY employer identification number shall be used for all such reports;

Participants are not subject to regular unemployment insurance coverage. However, if claims are filed, they will be transmitted to AGENCY for resolution and response to the State Employment Development Department;

Participant wages shall be subject to Federal Insurance Contribution's Act (FICA) or an IRS-approved defined benefits plan payments and Medicare payments, and AGENCY shall ensure that these payments are deducted from participant wages;

AGENCY may choose to utilize a third-party payroll service if desired; however, all participant time, work experience, and, if applicable, unsubsidized employment placement records, must be made available to ETR

Upon written request, AGENCY will make available to COUNTY, payroll records in its possession which may be required by federal and state agencies;

Persons receiving work experience shall not be considered as employees of the United States, State of California, COUNTY, or the organization where the work experience is conducted unless work experience is conducted at AGENCY site;

AGENCY shall maintain documentation of the number of hours of work experience-related activities for each participant and description of work experience-related activities provided;

If utilizing incentives, AGENCY shall comply with ETR's Youth Incentives Policy and schedule of incentives. If exceptions are desired, these must be submitted to ETR for prior approval. AGENCY shall maintain documentation of the receipt by participants of any incentives received, or equipment they are permitted to keep.

5. Performance Indicators

The WIOA planned enrollment, exits and other goals are detailed in Exhibit "B". Any negative deviation of more than 10% percent between planned and actual enrollments or outcomes may be a basis for monitoring findings and/or the development of a corrective action plan.

It is expected that AGENCY will contribute toward meeting COUNTY's Workforce Development Area (WDA) performance goals. Listed below are the Program Year 2025-26 WIOA performance goals for Youth. When Program Year 2026-27 goals are approved by the state, they will be provided to AGENCY.

	PERFORMANCE INDICATORS – YOUTH	GOAL
1.	The percentage of program participants in education, or training activities or unsubsidized employment in the second quarter after exit from the program.	68.0%
2.	The percentage of program participants in education, or training activities or unsubsidized employment in the fourth quarter after exit from the program.	67.0%
3.	The median earnings of program participants who are in unsubsidized employment during the second quarter after exit from the program.	\$5,250
4.	The percentage of program participants enrolled in an education or training program (excluding those in OJT and Customized training) who attain a recognized postsecondary credential, or a secondary school diploma or its recognized equivalent , during participation in or within one year after exit from the program.	60.5%
5.	The percentage of program participants who, during a program year, are in an education or training program that leads to a recognized postsecondary credential or employment and who are achieving measurable skill gains, defined as documented academic, technical, occupational, or other forms of progress , toward such a credential or employment.	73.0%

6. Failure to Comply

Compliance with reporting requirements, enrollment and expenditure plans and performance objectives shall be evaluated on a quarterly basis. Agencies found to be out of compliance by the end of the 2nd Quarter of the Program Year may be subject to interventions including, but not limited to the development of a corrective action plan, limitation on continued enrollments, and

development of a plan to sunset the program at the end of the Program Year or immediate termination.

2026-27 Youth Ex A - Comprehensive 5/29/26 DH

WEST KERN ADULT EDUCATION NETWORK
EXHIBIT "B"
CUMULATIVE PARTICIPATION AND PERFORMANCE GOALS
WORKFORCE INNOVATION AND OPPORTUNITY ACT
OUT-OF-SCHOOL YOUTH PROGRAM
JULY 1, 2026 THROUGH JUNE 30, 2027

Planned Goals	Quarter Ending			
	Quarter 1 (7/1/26-9/30/26)	Quarter 2 (10/1/26-12/31/26)	Quarter 3 (1/1/27-3/31/27)	Quarter 4 (4/1/27-6/30/27)
I. Enrollments				
A. Enrollments	37	42	47	52
1. New Participants	5	10	15	20
2. Carry-Overs	32	32	32	32
B. Leavers	10	20	15	30
1. Exits	10	20	15	30
2. Transfer Out				
3. ICM / Inactive Participants				
C. Net End-of-Month Enrollments (A-B=C)	27	22	32	22
II. Outcomes Earned in Follow-Up by Prior Participants*	Minimum attainment rates for each measure are based on State of California Employment Development Department (EDD) approved goals.			
PERFORMANCE GOAL MEASURES	ADULT**	DISLOCATED WORKER**	YOUTH**	
A. Percentage of participants in unsubsidized employment during the 2nd quarter after exit.	78.0%	76.0%	68.0%	
B. Percentage of participants in unsubsidized employment during the 4th quarter after exit.	77.0%	73.0%	67.0%	
C. Median earnings of participants in unsubsidized employment during the 2nd quarter after exit.	\$8,600	\$8,800	\$5,250	
D. Percentage of participants who attain recognized postsecondary credential or secondary school diploma/equivalent during participation or within 1 year after exit.	66.0%	72.0%	60.5%	
E. Measurable skill gains for participants in education or training leading to a recognized postsecondary credential or employment.	82.0%	80.0%	73.0%	

* Based on participants exited in prior quarters who reach the measurement quarter during this timeframe as defined by a common exit date. Performance Goal measures are based on the source of funding in which the participant is enrolled. Participants co-enrolled in two or more funding sources will count toward each applicable set of Performance Goal measures.
 ** These are Program Year 2025-26 goals and subject to change.

**WEST KERN ADULT EDUCATION NETWORK
WORKFORCE INNOVATION AND OPPORTUNITY ACT BUDGET
OUT-OF-SCHOOL YOUTH
EXHIBIT "C"
JULY 1, 2026 THROUGH JUNE 30, 2027**

Cost to be based on DIRECT charges to appropriate funding sources:

310.	Program		
	.01 a)	Staff Salaries & Fringe Benefits - Work Experience Related*	\$ 36,808
	.01 b)	Staff Salaries & Fringe Benefits - All Other	185,707
	.02 a)	Participant Wages & Fringe Benefits	36,808
	.02 b)	Incentives - Work Experience Related Only	500
	.03	Facility Expense**	27,262
	.04	Supplies & Equipment Under \$5,000	7,308
	.05	Equipment \$5,000 and over	-
	.06 a)	Travel & Training Expense (except incentives)	6,000
	.06 b)	Incentives - NOT related to Work Experience	5,000
	.07 a)	Insurance & Bonding (excluding Workers' Comp)	10,000
	.07 b)	Outreach & Recruiting Costs (excluding Staff Salaries)	1,000
	.07 c)	Professional Services (non-salaried, e.g. consultants)	12,000
	.08	Employer Reimbursement and Income	-
	.09	Supportive Services	8,500
		TOTAL AGENCY DIRECT COSTS	\$ 336,893
	.10	Indirect Costs (if applicable)	\$ 33,689
		TOTAL COST	\$ 370,582
		Recognized Indirect Rate, ONLY if used (otherwise enter 0)	10.00%
		Amount of funding to be spent on work experiences (310.01(a)+310.02(a)+310.02(b))	\$74,116
		Percentage of funding to be spent on work experiences	20%

* Staff costs associated with the provision of paid or unpaid work experiences that have an academic or occupational component including summer or other employment, pre-apprenticeships, internships, job shadowing or on-the-job training as described in WIOA Program Element #3.

**Space Use Allowance subject to approval by COUNTY of documentation of basic use allowance/rent expense, to be provided by AGENCY prior to submitting claims.

WORKFORCE INNOVATION AND OPPORTUNITY ACT
EXHIBIT “D”
REGULATIONS AND POLICIES

1. WORKFORCE INNOVATION AND OPPORTUNITY ACT DEFINITIONS

For definitions applicable to the Workforce Innovation and Opportunity Act (WIOA), Public Law 113-128, refer to the law, Code of Federal Regulations (CFR) Title 20 Parts 603, 651, 652 et al. Workforce Innovation and Opportunity Act; Final Rule – published August 19, 2016.

2. NONDISCRIMINATION

1. As a condition to the award of federal financial assistance under WIOA, AGENCY assures, with respect to operation of the WIOA-funded program(s) or activity(ies) and all agreements or arrangements to carry out the WIOA-funded program(s) or activity(ies), that it will comply fully with the nondiscrimination and equal opportunity provisions of:
 - Section 188 of WIOA which prohibits discrimination against all individuals in the United States on the basis of: race; color; religion; sex (including pregnancy, childbirth, and related medical conditions, sex stereotyping, transgender status, and gender identity); national origin (including limited English proficiency); age; disability; political affiliation or belief; or against any beneficiary of, applicant to, or participant in, programs financially assisted under Title I of the WIOA, on the basis of the individual's citizenship status or participation in any WIOA Title I financially assisted program or activity
 - Civil Rights Act of 1964 (Public Law 88-352) Titles VI and VII
 - Education Amendments of 1972 (Public Law 92-318) Title IX
 - Rehabilitation Act of 1973 (Public Law 93-112) Title V, Section 504
 - Age Discrimination Act of 1975 (Public Law 94-135)
 - Americans with Disability Act of 1990 (Public Law 101-336)
 - Nontraditional Employment for Women Act of 1991
 - Executive Order 11246 as amended by E.O.11375 and supplemented by the requirements of 41 CFR part 60.

The AGENCY also assures that, as a recipient of WIOA Title I financial assistance, it will comply with 29 CFR part 38 and all other regulations implementing the laws listed above and will remain in compliance for the duration of the award of federal financial assistance. The federal government has the right to seek judicial enforcement of this assurance.

The assurance of equal opportunity and nondiscrimination is incorporated by operation of law regardless of whether or not it is physically incorporated in contracts, grants or other agreements.

2. As a condition of receiving federal financial assistance under WIOA, AGENCY will comply with Training and Employment Guidance Letter (TEGL) No. 37-14 dated May 29, 2015 regarding the prohibition on discrimination based on gender identity, gender expression, and sex stereotyping.

3. In the performance of this agreement, AGENCY will fully comply with the provisions of Public Law 107-288, Jobs for Veterans Act, as the law applies to Department of Labor (DOL) job training programs.
4. As stated in the WIOA Section 134(c)(3)(E), with respect to individualized career services and training services funded with WIOA Adult funds, priority of service must be given to recipients of public assistance, other low-income individuals, or individuals who are basic skills deficient (including English Language Learners). America's Job Center of California (AJCC) staff must always prioritize services to these populations, regardless of the amount of funds available to provide services in the Local Area. Priority of service status is established at the time of eligibility determination and does not change during the period of participation. The priority of service requirement does not apply to the WIOA Dislocated Worker program. Veterans and eligible spouses continue to receive priority of service among all eligible individuals. However, they must meet the WIOA Adult program eligibility criteria and meet the criteria under WIOA Section 134(c)(3)(E). As described in TEGL 19-16, when programs are statutorily required to provide priority, such as the WIOA Adult program, then priority must be provided in the following order: a. Veterans and eligible spouses who are also recipients of public assistance, other low-income individuals, or individuals who are basic skills deficient. b. Individuals who are the recipient of public assistance, other low-income individuals, or individuals who are basic skills deficient. c. Veterans and eligible spouses who are not included in WIOA's priority groups. d. Priority populations established by the Governor and/or Local Workforce Development Board (Local Board). e. Other individuals not included in WIOA's priority groups.
5. AGENCY shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 11000 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this agreement, and AGENCY shall give written notice of its obligations under this clause to labor organizations with which it has a collective bargaining or other agreement.
6. AGENCY must not discriminate in any of the following areas: Deciding who will be admitted, or have access, to any WIOA Title I financially assisted program or activity; providing opportunities in, or treating any person with regard to, such a program or activity; or making employment decisions in the administration of, or in connection with, such a program or activity. With respect to terms and conditions affecting, or rights provided to individuals who are participants in programs and/or activities supported by funds provided under WIOA, such individuals shall not be discriminated against solely because of their status as such participants.
7. Participation in WIOA programs and activities or receiving WIOA funds shall be available to citizens and nationals of the United States, lawfully admitted permanent resident aliens, refugees, asylees, and parolees, and other immigrants authorized by the Attorney General to work in the United States.
8. AGENCY must take reasonable steps to ensure that communications with individuals with disabilities are as effective as communications with others. This means that, upon request and at no cost to the individual, recipients are required to provide appropriate auxiliary aids and services to qualified individuals with disabilities.

9. AGENCY may not retaliate against any individual because that individual has filed a complaint, opposed a practice prohibited by the nondiscrimination and equal opportunity provisions of WIOA, assisted in a review of a complaint of noncompliance, or otherwise exercised any rights under this law.

3. LABOR STANDARDS AND WORKING CONDITIONS

1. Individuals in on-the-job training or individuals employed in activities under Title 1 of WIOA must be compensated at the same rates, including periodic increases, as trainees or employees who are similarly situated in similar occupations by the same employer and who have similar training, experience, and skills. Such rates must be in accordance with applicable law, but may not be less than the higher of the rate specified in sec. 6(a)(1) of the Fair Labor Standards Act of 1938 or the applicable state or local minimum wage law. These individuals must also be provided benefits and working conditions at the same level and to the same extent as other trainees or employees working a similar length of time and doing the same type of work.
2. Work experience sites must be located within the Workforce Development Area unless AGENCY receives prior approval from COUNTY.
3. No funds available under WIOA may be used for contributions on behalf of any participant to retirement systems or plans.
4. No currently employed worker shall be displaced by any participant (including partial displacement such as a reduction in hours of non-overtime work, wages, or employment benefits).
5. No participant shall be required or permitted to work, be trained, or receive services in buildings or surroundings or under working conditions which are unsanitary, hazardous or dangerous to his or her health or safety.
6. If AGENCY receives in excess of one hundred fifty thousand dollars (\$150,000) under the subgrant, AGENCY agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).
7. AGENCY agrees to comply with all the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act [42 U.S.C. 6201; 2 CFR Appendix II to Part 200 (H)].
8. A program or activity operated with WIOA funds shall not impair existing contracts for services or collective bargaining agreements, and no such program or activity that would be inconsistent with the terms of a collective bargaining agreement shall be undertaken without the written concurrence of the labor organization and employer concerned before the program or activity begins.
9. No funds available under WIOA will be used to assist, promote, or deter union organizing.
10. All prime construction contracts in excess of two thousand dollars (\$2,000) awarded by non-federal entities must comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5,

"Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

11. All contracts in excess of one hundred thousand dollars (\$100,000) that involve the employment of mechanics or laborers must comply with the Contract Work Hours and Safety Standards Act, 40 U.S.C. 3701-3708, specifically 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).
12. For contracts in excess of ten thousand dollars (\$10,000), compliance with Section 6002 of the Solid Waste Disposal Act and 40 CFR part 247 is required.

4. RESTRICTIONS AND POLICIES

1. No program or activity funded or otherwise financially assisted in whole or in part under WIOA shall involve political or religious activities.
2. Neither AGENCY's services nor the WIOA funds provided therefore, nor the personnel employed in the administration of this agreement, shall be in any way or to any extent, engaged in the conduct of political activities in contravention of Chapter 15 of Title 5 of the United States Code.
3. No person performing any service or providing any goods designated under this Agreement shall participate in any political or religious activity on COUNTY time or in any manner involving the use of COUNTY property or expenditure of public funds nor conveying the implication of COUNTY endorsement or support for a candidate for local, state, or federal office. Notwithstanding the foregoing, nothing in this Agreement shall be construed to unlawfully limit an individual's Constitutional rights. Accordingly, the limitations contained in this section are for the sole purpose of preventing proselytizing and politicking while engaged in the performance of services under this Agreement.
4. Personnel policies shall be stated in written form and available to COUNTY upon request.
5. AGENCY shall maintain a written detailed job description identifying job functions and responsibilities for each administrative and staff position funded under this agreement as they relate to their job functions under WIOA.
6. WIOA participants shall not be employed to carry out the construction, operation, or maintenance of any part of any facility that is used or to be used for sectarian instruction or as a place for religious worship (except with respect to the maintenance of a facility that is not primarily or inherently devoted to sectarian instruction or religious worship, in a case in which the organization operating the facility is part of a program or activity providing services to participants).
7. AGENCY must follow all applicable procurement procedures as outlined in the Code of Federal Regulations (CFR), Title 2, Subtitle A, Chapter II, Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance); Federal and State WIOA guidance; and Employers' Training Resource (ETR) Policy Bulletins.
8. AGENCY must obtain written permission from COUNTY before the purchase or lease-to-own of any equipment (or sets of items) with an acquisition cost of five thousand dollars (\$5,000) or more if any of the cost will be a direct charge to the grant funds paid

to AGENCY in accordance with this agreement. Notification of receipt of the above, along with a copy of the invoice, must be submitted to COUNTY within thirty (30) days of receipt of the items. Authorization of COUNTY must be received prior to moving any inventory items purchased or leased under this agreement from their original location.

9. All property, finished or unfinished documents, data, studies and reports prepared or purchased by AGENCY under this agreement are property of COUNTY. In addition, any supplies, tools and/or equipment furnished to AGENCY by COUNTY and/or purchased by AGENCY with funds pursuant to this agreement, will be limited to use within the activities outlined in this agreement and will remain the property of COUNTY. Upon termination of this agreement, AGENCY will immediately return such supplies, tools and/or equipment to COUNTY or dispose of them as directed by COUNTY.
10. Properly earned revenues in excess of costs accrued by public and private non-profit agencies through this agreement are to be considered "program income" which is to be used and reported in accordance with applicable federal and state regulations.
11. AGENCY shall not require participants to apply for or access student loans, or incur personal debt, as a condition of WIOA participation.
12. AGENCY shall ensure that WIOA funds are used in addition to funds otherwise available in the area. AGENCY should encourage clients to establish eligibility for the Pell Grant program and/or other forms of financial assistance and inform COUNTY of the clients' eligibility for such funds. AGENCY shall ensure that funds from Pell Grants or other grant programs are coordinated with WIOA funds as specified in this agreement.
13. AGENCY shall maintain a written plan for the allocation of WIOA expenses and make it available to COUNTY upon request. Such plan must describe the method used to determine: 1) the allocation of costs to WIOA; and 2) the allocation of WIOA costs to the various WIOA programs, activities and cost categories. All AGENCY staff funded in whole or in part by WIOA must maintain an after-the-fact time record signed by the employee and the immediate supervisor. This time record must be used as the basis for allocating staff salaries and related benefits.
14. Accounting policies shall be up-to-date, in written form, and copies made available to COUNTY upon request.
15. AGENCY is required to provide COUNTY with a certificate of Drug-Free Workplace which acknowledges notification of employees that action will be taken against them for violations under Government Code Sections 8351(a) and 8355(b); that a Drug-Free Awareness Program has been implemented; and that personnel will receive a copy of AGENCY's policy.
16. AGENCY must submit to COUNTY a properly documented budget transfer request within fifteen (15) days of filing an Operator's Expenditure Report in which any line item exceeds the budgeted amount for that line item. COUNTY reserves the right to reimburse for any line item exceeded up to ten percent (10%) until a budget transfer is approved.
17. No funds available under WIOA may be used for public service employment except as specifically authorized under WIOA.

18. Fees paid to a consultant, who provides services under a program, shall be limited to \$815 per day (representing an eight-hour workday).
19. Funds provided under WIOA shall only be used for activities that are in addition to those that would otherwise be available in the local area in the absence of such funds.
20. No funds will be given to AGENCY if AGENCY failed to satisfy any major conditions in a current or previous subgrant agreement with COUNTY or has not satisfied the conditions relating to the resolution of a final monitoring finding and determination, including repayment of debts.
21. Although California passed Proposition 64, in accordance with federal law (21 U.S.C. 812), marijuana is classified as a Schedule 1 narcotic, and is, therefore illegal from a federal standpoint. Therefore, in accordance with federal law, WIOA funds cannot be used to directly or indirectly support the marijuana industry including, but not limited to, use, possession, growth or distribution of marijuana. This applies to programs and services including, but not limited to, training, employer outreach, hiring events, career counseling, job orders and referrals.
22. No person performing any service or providing any goods designated under this Contract shall participate in any political or religious activity on County time or in any manner involving the use of county property or expenditure of public funds nor conveying the implication of County endorsement or support for a candidate for local, state, or federal office. Notwithstanding the foregoing, nothing in this Contract shall be construed to unlawfully limit an individual's Constitutional rights. Accordingly, the limitations contained in this section are for the sole purpose of preventing proselytizing and politicking while engaged in the performance of services under this Contract.

5. RELOCATION

1. No funds provided under WIOA shall be used, or proposed for use, to encourage or induce the relocation of a business or part of a business if such relocation would result in a loss of employment for any employee of such business at the original location and such original location is within the United States.
2. No funds provided under WIOA for an employment and training activity shall be used for customized or skill training, on-the-job training, or company-specific assessments of job applicants or employees, for any business or part of a business that has relocated, until the date that is 120 days after the date on which such business commences operations at the new location, if the relocation of such business or part of a business results in a loss of employment for any employee of such business at the original location and such original location is within the United States.
3. No funds available under WIOA shall be used for employment generating activities, economic development activities, investment in revolving loan funds, capitalization of businesses, investment in contract bidding resource centers, and similar activities that are not directly related to training for eligible individuals under WIOA.

6. GRIEVANCE PROCEDURE

1. AGENCY shall establish a procedure for resolving any issue arising between it and any of its contractors or participants. Such procedure shall be available to participants and include an opportunity for a hearing, an appeal and a final determination. Formal

grievances shall be resolved within time frames specified by applicable federal, state and/or COUNTY grievance procedures. Additionally, when AGENCY takes an adverse action against a participant, such procedure shall include a written notice:

- a. setting forth the grounds for the adverse action;
 - b. giving the participant an opportunity to respond; and
 - c. informing the participant of his or her right to appeal the decision of AGENCY to COUNTY's Employers' Training Resource.
2. AGENCY shall be bound by any and all decisions made pursuant to COUNTY's grievance procedure or the WIOA grievance procedure relating to issues that are appealed from AGENCY's determination or action.

7. DEBARMENT, SUSPENSION, FRAUD AND ABUSE CERTIFICATION

1. *Fraud and Abuse Procedure:* AGENCY shall maintain on file a management procedure advising its staff of their responsibilities to: 1) be alert to any instances of fraud, abuse and criminal activity committed by staff or program participants, and 2) to report all such instances to the Chief Workforce Development Officer for the County of Kern or Assistant Director of COUNTY's Employers' Training Resource within one work day of detection or discovery of information alleging fraud.

AGENCY is required to comply with the government-wide requirements, including Executive Orders 12459 and 12689, for debarment and suspension and OMB Guidance 2 CFR Part 180. Agreements may not be issued to any entity listed as an excluded party in the System for Award Management (SAM) at <https://sam.gov/>.

AGENCY will certify under penalty of perjury under the laws of the State of California that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency and had not within a three-year period preceding this contract been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction.

2. By signing this agreement, AGENCY hereby certifies that, to the best of its knowledge and belief, it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any federal department or agency.
 - b. Have not, within a three-year period preceding this agreement, been convicted of or had a civil judgment rendered against it 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. Nor shall AGENCY have, within a three-year period preceding this agreement, been convicted of or had a civil judgment rendered against it for 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.
 - c. Are not presently indicted for, or otherwise criminally or civilly charged by a

government entity (federal, state or local), with commission of any of the offenses enumerated in paragraph 2b. of Section VII.

- d. Have not, within a three-year period preceding this agreement, had one or more public transactions (federal, state or local) terminated for cause or default.

Where AGENCY is unable to certify to the above it shall provide COUNTY with an explanation.

8. LOBBYING CERTIFICATION AND DISCLOSURE

1. AGENCY certifies that no federal appropriated funds have been paid or will be paid, by AGENCY's officers or employees, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement. By signing this agreement AGENCY assures and certifies to the lobbying restrictions in 2 CFR 200.450, 29 CFR Part 93 and in the Byrd Anti-Lobbying Amendment 31 USC 1352.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, AGENCY's signatory official shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. AGENCY must submit to COUNTY a "Certification Regarding Lobbying" signed by AGENCY's signatory official, if the agreement amount is in excess of one hundred thousand dollars (\$100,000).

9. CONFLICT OF INTEREST

1. AGENCY hereby agrees that in administering this agreement, it will comply with the standards of conduct, hereinafter specified, for maintaining the integrity of the program and avoiding any conflict of interest in its administration.
 - a. Every reasonable course of action will be taken by AGENCY in order to maintain the integrity of this expenditure of public funds and to avoid any favoritism and questionable or improper conduct. This agreement will be administered in an impartial manner, free from efforts to gain personal, financial, or political gain. AGENCY, its executive staff and employees, in administering this agreement, will avoid situations which give rise to a suggestion that any decision was influenced by prejudice, bias, special interest, or personal gain. Notwithstanding the above, private-for-profit agencies will be allowed to conduct activities for financial gain, subject to the other terms and conditions of this agreement.
 - b. No relative by blood, adoption or marriage of any AGENCY employee or employee of COUNTY shall receive favorable treatment when considered for services or enrollment in programs provided by AGENCY or COUNTY under WIOA. AGENCY shall maintain a written policy that ensures the delivery of non-preferential treatment to relatives of AGENCY's employees. The policy must be

disseminated to AGENCY's employees. Documentation of these efforts shall be kept on file and made available for monitoring and audit review.

AGENCY staff that become aware of any potential or enrolled participant in its program who is related to an employee must provide this information in written documentation to COUNTY immediately. The staff employee that is a relative of the participant may not enroll, case manage or supervise any aspect of that participant's activities. In addition, no individual may be placed in a WIOA employment activity if a member of that person's immediate family is directly supervised by or directly supervises that individual.

- c. In addition, no immediate family member of any executive or employee of AGENCY shall receive favorable treatment when considered for employment with AGENCY. When it is in the public interest for AGENCY to conduct business (only for the purposes of services to be provided) with an immediate family member, AGENCY shall obtain approval from the COUNTY before entering into an agreement. All correspondence shall be kept on file and available for monitoring and audit reviews.
- d. Executives and employees of AGENCY will be particularly aware of the varying degrees of influence that can be exerted by personal friends and associates and, in administering this agreement, will exercise due diligence to avoid situations which may give rise to an assertion that favorable treatment is being granted to friends and associates. When it is in the public interest for AGENCY to conduct business with a friend or associate of an executive or employee of AGENCY, an elected official in the area or a member of the Local Workforce Development Board, a permanent record of the transaction will be retained.
- e. An executive, officer, agent, representative, or employee of AGENCY will not solicit or accept money or any other consideration from a third person or entity for the performance of an act reimbursed in whole or in part by AGENCY or the COUNTY. Supplies, materials, equipment, or services purchased with WIOA funds will be used solely for purposes allowed under this agreement.
- f. No individual may be placed in a WIOA employment activity if a member of that person's immediate family is directly supervised by or directly supervises that individual. COUNTY uses the term "relatives" defined as "individuals who are related by blood, marriage, or adoption including the following relationships: spouse, child, stepchild, parent, stepparent, grandparent, grandchild, brother, sister, half-brother, half-sister, aunt, uncle, niece, nephew, parent-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, and first cousin."

10. CHILD SUPPORT COMPLIANCE ACT

- 1. In accordance with the Child Support Compliance Act, AGENCY recognizes and acknowledges:
 - a. The importance of child and family support obligations and shall fully comply with applicable state and federal laws relating to child and family support enforcement including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and

- b. AGENCY, to the best of its knowledge, is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Employee Registry maintained by the California Employment Development Department (EDD).
2. Failure to comply with the above requirements may result in suspension of payments under the agreement or termination of the agreement or both, and AGENCY may be ineligible for award of future subgrants with COUNTY if COUNTY determines that the following has occurred: (1) false certification, or (2) the failure to carry out the requirements as noted above.

11. TRAVEL AND LODGING POLICY

If AGENCY does not have its own written policy establishing reasonable allowable expenses for travel, meals and lodging, the following shall apply. In no case shall reimbursement be made for first class air travel.

Travel	Actual expenses for all WIOA-funded travel besides personal automobile; not to exceed seventy-two and one-half cents (\$.725) per mile for travel by personal automobile or as changed from time to time by COUNTY.
Meals and Lodging	Reimbursement for WIOA-funded business should not exceed COUNTY per diem as stated in the County of Kern Administrative Office memorandum "Annual Employee Travel Reimbursement Rates and Department Head/Elected Official Automobile Allowance" as changed from time to time by the County of Kern. Lodging expense should not exceed two hundred and ninety-nine dollars (\$299) per night (including tax).

12. EXECUTIVE PAY FOR NON-PROFIT AGENCIES

1. COUNTY shall reimburse AGENCY for the Chief Executive Officer's (or other such title) salary, benefits and perquisites no more than the amount stated in the GuideStar Nonprofit Compensation Report for California Organizations, median range, based on budget size or actual total compensation costs, whichever is lower. Costs shall include both direct and indirect, and total compensation costs must be based on the lower of actual total compensation or the compensation limit set forth in GuideStar.
2. For purposes of determining the GuideStar limitation, the AGENCY's budget shall be its adopted operating budget, which must closely correlate with actual operating expenses. Capital acquisitions are not considered to be part of the AGENCY's operating budget. The version of GuideStar applicable is the latest version published on the execution date of this agreement.
3. COUNTY shall not provide reimbursement for any portion of the Chief Executive Officer's (or other such title) compensation costs charged to a program in excess of that which is determined to be reasonable under the Uniform Guidance or any other limitation set forth by applicable state and federal agencies.
4. AGENCY shall provide COUNTY with the total compensation expected to be paid to the Chief Executive Officer (or other such title) over the Term of Agreement. If the Term of Agreement covers more than one operating cycle for AGENCY, the report on

total compensation shall identify the expected total compensation for that portion of each operating cycle that will be allocated against COUNTY programs. AGENCY shall provide the above information when requested by COUNTY. It is COUNTY's expectation that each report will include actual data to the extent possible.

5. Upon request, AGENCY shall make available to the COUNTY its adopted operating budget. If the Term of Agreement covers more than one operating cycle for AGENCY, AGENCY shall, upon COUNTY's request, provide COUNTY with its adopted operating budget for each separate operating cycle.
6. The form and content of the adopted operating budget provided to COUNTY shall be that which is normally provided to the AGENCY's Board of Directors, Chief Executive Officer, Chief Financial Officer, Owner, Partner or other such governing authority.

13. LIMITS ON EXECUTIVE PAY FOR EXECUTIVES PAID WITH EMPLOYMENT AND TRAINING ADMINISTRATION FUNDS

Effective June 15, 2006, all programs funded through the Department of Labor's Employment and Training Administration must comply with TEGL No. 05-06 which applies to AGENCIES receiving funds from COUNTY under this agreement. This requirement sets a limitation on salary and bonus payments paid to individuals using WIOA funds, whether charged through direct or indirect cost systems. The limit is set at the equivalent of Executive Level II, which is two hundred twenty-eight thousand dollars (\$228,000) for Calendar Year 2026 and may increase in successive calendar years, so that the duration of this agreement may span both levels of pay. The effective rate at any given time is posted at www.opm.gov. Wage and bonus documentation must be available for monitoring or audit purposes for all AGENCY employees chargeable under this agreement. Compensation may exceed these limits, but charges under this agreement may not exceed the limit in effect during any given time period.

14. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

1. AGENCY is prohibited from obligating or expending loan or grant funds to:
 - a. Procure or obtain;
 - b. Extend or renew a contract to procure or obtain; or
 - c. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
2. This prohibition also applies to video surveillance and telecommunications equipment produced by, or services provided by, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) and also includes any entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

15. STEVENS AMENDMENT

Pursuant to Public Law 116-260, Division H, Title V, Section 505, when issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with federal money, AGENCY shall clearly state the following:

1. The percentage of the total costs of the program or project which will be financed with federal money;
2. The dollar amount of federal funds for the project or program; and
3. The percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.