

**Agreement
between the
Monterey County Workforce Development Board (MCWDB)
and
Launchpad Careers, Inc.**

I. DECLARATION

This Agreement is entered into by and between the MONTEREY COUNTY WORKFORCE DEVELOPMENT BOARD, (hereinafter referred to as the MCWDB) and Launchpad Careers, Inc., a Nevada corporation (hereinafter referred to as “Launchpad” or “Contractor”).

The purpose of this Agreement is to formalize the working relationship and establish the roles and responsibilities of the MCWDB and Contractor for the provision of a workforce development and business services application to automate and streamline the delivery of services to job seekers and employers.

The scope of services and expected deliverables are specified in Exhibit A – Scope of Services, and a budget summary is specified in Exhibit B – Budget Summary. Exhibit C – WIOA Certifications and Assurances sets forth terms and requirements imposed by the Workforce Innovation and Opportunity Act (WIOA) and implementing regulations, guidance and directives. All Exhibits are incorporated by reference into this Agreement.

II. BACKGROUND

The MCWDB, a government entity created by a federal statute, WIOA, is charged with overseeing the allocation of WIOA funds and the WIOA-funded program operations of the Adult, Dislocated Worker, and Youth programs in in the Monterey County local workforce area.

By entering into this Agreement, Contractor agrees to develop and provide a business services Customer Relations Management (CRM) tool to the MCWDB. Contractor agrees to review and comply with all relevant MCWDB policies located at www.montereycountywdb.org in the performance of this Agreement.

III. GENERAL AREA OF RESPONSIBILITY

The general areas of responsibility between the parties to this Agreement and the scope of services to be provided are detailed in Exhibit A of this Agreement. Pursuant to Exhibit A, the parties expressly agree that Contractor is bound to comply with all the requirements of the WIOA as set forth in Exhibits A and C, and that the MCWDB shall oversee such activities.

This document and Exhibits A through D contain the entire Agreement of the parties and supersede all negotiations, verbal or otherwise, and any other agreement or any established practice(s) between the parties hereto.

IV. GENERAL PROVISIONS

A. TERM

This Agreement shall be effective retroactive to November 1, 2022 and remain in full force and effective through October 31, 2023 unless sooner terminated as provided herein. The MCWDB has the right to renew this Agreement for three (3) additional one (1) year terms, upon thirty (30) days written notice to the Contractor before the expiration of the initial term of the Agreement. Renewal will be contingent on Contractor's satisfactory performance, availability of funding, and Contractor's agreement to the renewal determination by the MCWDB and possibly by the Chief Elected Official – the Monterey County Board of Supervisors – of the Monterey County Local Workforce Development Area. In the event the MCWDB exercises its right of renewal, all terms and conditions, requirements and specifications of this Agreement shall remain the same and shall apply during renewal terms. This Agreement will not automatically renew.

The MCWDB may terminate this Agreement by giving forty-five (45) calendar days written notice to Contractor, with or without cause. If the MCWDB terminates this Agreement, the MCWDB may proceed to direct available funding to another provider of business services CRM development and subscription services. This Agreement is contingent upon available funding.

B. CONTRACT ADMINISTRATORS

Contractor hereby designates its Chief Administrative Officer, Melissa Jankans, as its Contract Administrator for this Agreement. All matters concerning this Agreement which are within the responsibility of Contractor shall be under the direction of or shall be submitted to the Contractor's Contract Administrator.

The MCWDB hereby designates the Executive Director of the MCWDB as its Contract Administrator for this Agreement. All matters concerning this Agreement which are within the responsibility of the MCWDB shall be under the direction of or shall be submitted to the MCWDB Contract Administrator.

Either party may change its designated Contract Administrator upon giving notice pursuant to Section G - Notice.

C. FISCAL / REPORTING

1. Funding available for the project term of November 1, 2022 through October 31, 2023 is \$25,000. The budget summary is detailed in the attached Exhibit B.
2. Subject to receipt of funds from the State, the MCWDB's fiscal office shall approve the annual payment for the subscription as outlined in Exhibit B of this Agreement. The MCWDB shall provide payment to Contractor within thirty (30) calendar days after timely receipt of Contractor's properly completed, certified invoice, or as soon thereafter as is reasonable, provided Contractor is following the terms and conditions of this Agreement.

D. COMMUNICATION

Contractor shall provide all duties and services as specified in the attached Exhibit A. Communication between Contractor and the MCWDB shall be scheduled as needed to discuss issues that affect either party to this Agreement.

E. INDEMNIFICATION

Contractor shall indemnify, defend, and hold harmless the MCWDB and Monterey County, and their officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the Contractor's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the MCWDB or Monterey County. "Contractor's performance" includes Contractor's action or inaction and the action or inaction of Contractor's officers, employees, agents and subcontractors.

Contractor's duty of indemnification as described in this section shall survive termination of this Agreement and shall extend to the expiration of the statute of limitations applicable to claims arising out of this Agreement.

F. INSURANCE

Evidence of Coverage: Before commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies. This verification of coverage shall be sent to Monterey County's Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and such, insurance has been approved by Monterey County. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

Qualifying Insurers: All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A-VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Manager.

Insurance Coverage Requirements: Without limiting Contractor's duty to indemnify, Contractor shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than

\$1,000,000 per occurrence.

Business Automobile Liability Insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$500,000 per occurrence.

Workers' Compensation Insurance, if Contractor employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than statutory limits or \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

Professional liability insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$3,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the Contractor shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

Other Insurance Requirements: All insurance required by this Agreement shall be with a company acceptable to the MCWDB and Monterey County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date Contractor completes its performance of services under this Agreement.

Each liability policy shall provide that the MCWDB and Monterey County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall provide an endorsement naming the MCWDB and Monterey County, their officers, agents, and employees as Additional Insureds with respect to liability arising out of the Contractor's work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the MCWDB and Monterey County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the Contractor's insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile

Additional Insured endorsement is ISO Form CA 20 48 02 99.

Before the execution of this Agreement by the MCWDB, Contractor shall file certificates of insurance with the Monterey County's Contract Administrator and Contracts/Purchasing Division, showing that the Contractor has in effect the insurance required by this Agreement. The Contractor shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

Contractor shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by the MCWDB and Monterey County, annual certificates to Monterey County's Contract Administrator and Monterey County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, the MCWDB or Monterey County shall notify Contractor and Contractor shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by Contractor to maintain such insurance is a default of this Agreement, which entitles the MCWDB, at its sole discretion, to terminate this Agreement immediately.

G. NOTICE

Notices provided pursuant to this Agreement shall be given personally, by email or by regular mail addressed to each of the following:

Melissa Jankans	Chris Donnelly
Chief Administrative Officer	Executive Director
Launchpad Careers, Inc.	Monterey County Workforce Development Board (MCWDB)
4199 Campus Drive, Suite 550	344 Salinas Street, Suite 101
Irvine, CA 92612	Salinas, CA 93901
(760) 712-6339	(831) 759-6644
mjankans@Launchpadco.com	donnellyc@co.monterey.ca.us

H. CONSTRUCTION, INTEGRATION, AND INTERPRETATION OF AGREEMENT

The MCWDB and Contractor agree that each party has fully participated in the review and drafting of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement. In the event of any conflict or inconsistency between the provisions of this Agreement and the provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control. Any waiver of the terms of this Agreement must be writing and signed by the MCWDB and Contractor. Waiver of any term or condition of this Agreement shall not be construed as the waiver of any other terms or conditions of this Agreement.

This Agreement, including the exhibits, represents the entire agreement between the

MCWDB and Contractor with respect to the subject matter of this Agreement, and supersedes all prior negotiations, representations or agreements, either written or oral, between the MCWDB and Contractor as of the effective date of the Agreement, which is the date the MCWDB signs the Agreement. This Agreement may be amended or modified only by an instrument in writing signed by both parties.

This Agreement shall be governed by and interpreted under the laws of the State of California and applicable federal law. Venue of litigation arising under this Agreement shall be in the Superior Court of California, Monterey County.

I. NON-EXCLUSIVE AGREEMENT

This Agreement is non-exclusive. The MCWDB expressly reserves the right to contract with other entities for provision of the same or similar services.

J. EXHIBITS

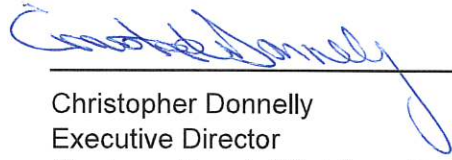
The following exhibits are attached hereto and incorporated by reference:

1. Exhibit A – Scope of Services/Payment Provisions
2. Exhibit B – Budget Summary
3. Exhibit C – WIOA Compliance, Certifications, and Assurances
4. Exhibit D – Auto Liability Modification

This section intentionally left blank.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first herein above written.

BY:



Christopher Donnelly
Executive Director
Monterey County Workforce Development Board

10/07/2022

Date

APPROVED
AS TO
FORM BY:

Deputy County Counsel
County of Monterey

Date

BY:



Abraham Jankans
Chief Executive Officer
Launchpad Careers, Inc.

10/5/2022

Date

BY:

Ian Connell... 10.4.22

Ian Connell
Chief Financial Officer
Launchpad Careers, Inc.

10.4.2022

Date

EXHIBIT A

SCOPE OF SERVICES/PAYMENT PROVISIONS

Customer Relations Management Application Development and Subscription Services
November 1, 2022 through October 31, 2023

- I. **PROJECT OVERVIEW:** The purpose of this agreement is to formalize the working relationship and establish the roles and responsibilities of the Monterey County Workforce Development Board (MCWDB) and Launchpad Careers, Inc., (“Launchpad” or “Contractor”) for the provision of Business Services Customer Relations Management (CRM) application development and subscription services.
- II. **PROJECT PERIOD:** November 1, 2022 through October 31, 2023.
- III. **DUTIES AND RESPONSIBILITIES:**

A. Contractor Roles and Responsibilities:

Contractor shall develop and provide a workforce and business services application to automate and streamline the delivery of workforce development and employment services to job seekers and employers in Monterey County. Outcomes for the application include:

- Moving from a process currently being conducted with paper forms and Excel spreadsheets to a digital process leveraging online CRM and business engagement tools.
 - Simplifying assessment of businesses and employers into the system.
 - Improving the assessment process for business needs and requirements.
 - Improving the access and reporting of data on the progression and outcomes of employer services.
1. Contractor shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of application development work as set forth below:
 - a. Salesforce Org. Setup (Initial installation of Launchpad Managed Package)
 - b. Business Services Application
 - 1) Provide discovery/design services.
 - 2) Convert existing assessment form to a configurable business services solution in Launchpad.
 - 3) Define data points for contacts and data points for employers.
 - 4) Develop the ability to track follow up and communication activities.
 - 5) Develop the ability to track all referrals for employers.
 - 6) Develop the ability to track all service delivery related to businesses.
 - c. Communication within Business Services
 - 1) Define data points to capture specific employer information (company, jobs, contacts).

- 2) Configure automated job matching based on candidate skills and wage desired.
 - 3) Develop the ability to match candidates to jobs based on data points for the contact.
 - 4) Develop the ability to track all service delivery related to businesses.
- d. Reports/Dashboards
- 1) Provide ten (10) standard reports to be identified in advance by MCWDB.
 - 2) Generate monthly *Job Order, Employers & Activity* reports using native Salesforce/Launchpad functionality (no coding).
- e. Roles & Permissions: configure permissions based on role/job function.
- f. Project Management Services
- 1) Provide project management services to include conducting and recording meetings, development and provision of project timelines and tracking, communication via email and Google Docs, meeting and call scheduling, and provision of scripts, other document(s), and sign off templates.
- g. Configure and Develop details reflected in applications.
- h. Testing
- 1) Provide Internal Testing.
 - 2) Prepare user script for walkthrough.
 - 3) Provide two (2) sessions of User Acceptance Testing aka "UAT," allowing customer up to ten (10) hours to make changes.
- i. Deployment and Training
- 1) Developer prepares to deploy from an isolated testing environment to production.
 - 2) Review and confirm that technical change sets have been completed properly.
 - 3) Provide customer walk through to ensure functionality.
 - 4) Obtain customer sign off.
 - 5) Provide five (5) hours of virtual training and standard documentation for Admin and staff.
2. Contractor shall provide ongoing access to the Business Services CRM application pursuant to Section C, Additional Provisions, below.

B. Payment Provisions

1. Business Services CRM Application Development Services
 - a. Payment Terms.
 - 1) Upon full execution of the Agreement, the WDB shall provide payment in the amount of \$9,700 for Discovery and Design Phase services (first 50% of project).
 - 2) Upon completion of the Discovery and Design Phase services, the WDB shall provide payment in the amount of \$9,700 for Drive Phase services (second 50% of project).

2. Business Services CRM Application Subscription Services

a. Payment Terms. Upon full execution of the Agreement, the WDB shall provide payment for the total annual subscription price in an amount not to exceed \$5,600 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Services. Contractor's compensation for services rendered shall be based on the following rates or in accordance with the following terms:

- 1) The subscription price shall be paid within 30 days from the time the WDB receives the certified invoice following full execution of the Agreement.
- 2) There shall be no travel reimbursement allowed during this Agreement.
- 3) The price is based on seven (7) authorized user licenses.
- 4) The renewal date for the subscription will be the anniversary of the execution date of the Agreement. Renewal periods will be invoiced in advance of the Renewal Date.
- 5) The WDB understands that a delay in payment may cause suspension of access to the Solution for all Users.
- 6) If the WDB decides the agreement will not be renewed or requests a reduction of Licenses, the WDB will send written notice to Launchpad on or before September 15, 2023.
- 7) Invoices shall be mailed to:

Monterey County Workforce Development Board
Attn: Fiscal Manager
344 Salinas Street, Suite 101
Salinas, CA 93901

C. Additional Provisions

The following provisions apply only to the subscription-related services to be provided by Launchpad Careers, Inc., pursuant to the following term and conditions:

1. Definitions.

The following terms have the following meanings, and all other capitalized terms have the meaning ascribed elsewhere in this Agreement:

- a. **“Salesforce.com, Inc.” (SFDC)** is a Software as a Service (SaaS) Customer Relationship Management (CRM) tool designed to leverage customer transactions and engagement for business opportunities, mainly, in sales, marketing and, to some extent, product development.
- b. **“Software as a Service” (SaaS)** is a software licensing and delivery model in which software is licensed on a subscription basis and is centrally hosted in the Cloud.
- c. **“Cloud Computing” (Cloud)** enables ubiquitous access to shared pools of configurable system resources and higher-level services that can be rapidly provisioned with minimal management effort, often over the Internet.
- d. **“Salesforce Application” (Application)** is a set of licensed

- functionality, often provided by a party other than SFDC, that expands the functionality SFDCs core CRM.
- e. **“Launchpad”** is an Application (OEM Managed Package) to SFDC’s CMS that extends SFDC’s base functionality using custom objects, programming and specific configuration, aka IP, designed to meet the needs of the Workforce Development Industry.
 - f. **“Intellectual Property” (Launchpad IP Rights)** is all custom objects, programming and configuration included in the Launchpad OEM Managed Package, and is the subject of this agreement. See **Reservation of Rights** for more detail.
 - g. **“OEM Managed Package”** is the distributed Launchpad IP that has met the rigor and earned the approval of SFDC for distribution as a Managed Package.
 - h. **“Managed Package”** is a collection of application components that are posted as a unit on AppExchange and are associated with a namespace (Launchpad Cloud) and a Licensed Management Organization (Launchpad Co.), and differ from unmanaged packages by having some locked components, allowing the managed package to be upgraded later.
 - i. **“Combined Solution” (Solution)** means the SFDC license in combination with the Launchpad Managed Package.
 - j. **“Organization” or “Org” (Instance)** means a unique instance of the Solution that contains Customer held by SFDC in a logically separated database (i.e., a database segregated through password-controlled access) in the Cloud accessible at login.salesforce.com.
 - k. **“Customer Data” (Data)** means all information entered or uploaded, or otherwise added to the Instance by the Customer or other means, which is accessible to the Customer via the Solution for the duration of the agreement or otherwise available via Data Export files at agreement termination.
 - l. **“Data Export”** is to convert data in the Solution for external use into a CSV file format, or formats available through SFDC, for use without the Solution.
 - m. **“Customer”** means an entity that purchases one or more annual License(s) and is bound by this agreement.
 - n. **“License”** means active use to the Solution, for a defined number of Users, for the duration of this Subscription Agreement.
 - o. **“Subscription Agreement” (Agreement)** sets the effectiveness date and end date of the License, which represents the duration of the Agreement.
 - p. **“Agreement Renewal” (Renewal)** is the option to renew the original agreement or extend the original terms for an additional, specified time as a covenant to the original agreement.
 - q. **“Term Start Date”** is synonymous with this Agreement’s Effective Date and is defined by the date that this Agreement received its’ final signature by an authorized Party representative, thereby

- becoming fully executed.
- r. **“Agreement Renewal Date” (Renewal Date)** is synonymous with this Agreement’s Final Cancellation Date and represents the specific date by which Customer, in accordance with the termination process defined herein, must take appropriate action to prevent an unintended termination or automatic renewal of this Agreement.
 - s. **“Term End Date”** represents the Parties’ agreed-upon date that their respective rights and obligations pursuant to this Agreement shall become ineffective, as defined herein.
 - t. **“Agreement Termination” (Termination)** is the conclusion of the Agreement which occurs on the Termination Date or when termination conditions are met by any method or reason outlined within.
 - u. **“Agreement Termination Date” (Termination Date)** date of the Termination.
 - v. **“Data Separation”** is an act of providing the collected Data captured in the Solution, during the agreement period, as a Data Export, the Big Schema and the implementation Guide to the Customer.
 - w. **“Big Schema”** is an SFDC object pictorial of the data structures used to define the relationships between the data elements within the Solution.
 - x. **“Implementation Guide”** is a text document that provides implementation details of the Solution that includes data structures, non-IP coding and processes, and workflows.
 - y. **“Platform License”** is the SFDC license type “Platform” which provides the User access to Launchpad and is made available in this agreement.
 - z. **“Development License”** is the SFDC license type “Salesforce” provisioned for use by Launchpad and its designated implementation partner. Launchpad and partner will retain one license after implementation.
 - aa. **“Admin User” (Admin)** is a set of privileges that can be assigned to a Platform License user of the Solution that grants rights to manipulate the configuration of the Solution, and to provide direct support to other License users of the Solution within the Instance.
 - bb. **“User”** means a customer employee, consultant, contractor, partner, representative, agent or other individual (including an authorized Reseller employee or agent) for whom a License may be provisioned and for whom credentials have been Activated for use.
 - cc. **“Salesforce Shield”** Salesforce Shield consists of Platform Encryption, Event Monitoring and Field Audit Trail. Please see <https://www.salesforce.com/products/platform/products/shield/>.
 - dd. **“Activated”** is the process of confirming a username and password (Account) on the SFDC Instance and provisioning a Platform License.
 - ee. **“Deactivate”** is the removal of the provisioned License from the

- Account - making the License available for provisioning.
- ff. “**AppExchange**” means the online directory of applications that interoperate with the SFDC, located at <https://www.salesforce.com/appexchange> or at any successor websites.

2. License Grant and Restrictions on Use.

- a. **Provision of Service.** Launchpad shall make the Solution available to Customer pursuant to the terms and conditions set forth in this Agreement. In addition to the terms of this Agreement, Customer’s use of the Solution shall also be subject to the terms of SFDC, master subscription and end-user agreements, which are available at www.salesforce.com/company/legal/.
- b. **Term.** The "Effective Date" of this Agreement is the date it is accepted by an authorized representative of Customer and, unless terminated in accordance with the termination provisions provided herein, shall continue for a period of twelve (12) months (the "Initial Term"). *Following the initial term, unless* written notice of intent not to renew is provided by either party **on or before the Final cancellation date to stop auto renewal**, this Agreement shall be automatically renewed on an annual basis and billed annually.
- c. **User.** Each User of the system must be provisioned a separate Platform License for their Account. Sharing of a License or an Account is strictly prohibited by Launchpad and is a direct violation of this agreement. The name and title of each provisioned User must be captured in the User’s Account details in the Solution.

Accounts with Activated Licenses, and Licenses assigned to a User, may be Deactivated during the agreement period. Accounts that are Deactivated will not have access to the Solution. Deactivated Licenses may be reprovisioned to other Users during the agreement period.

Customers may increase the number of Licenses from the units defined in this agreement by submitting a written request directly to Launchpad. Any such License increase shall be coterminous with the term of the executed Agreement; and pricing for the additional Licenses shall be the same as the above rate, prorated for the remainder of the Agreement term. Licenses added at Renewal will be at the full rate.

- d. **Admin User.** An Admin is an Active Platform License User of the Solution that has a privilege set (Permissions) that grants rights to manipulate the configuration of the Solution, and to provide direct support to other Users of the Solution within their Instance.
- e. **OEM Platform License Access and Restrictions.** SFDC Platform Licenses are designed for users who only need access to custom apps, known as the Solution, and NOT the standard CRM functionality. Salesforce Platform users DO have access to the "core" Salesforce Standard Objects and functionality via the Solution:
- Accounts
 - Contacts

- Reports
- Dashboards
- Customer Tabs

SFDC Platform License does restrict access to the following Standard Objects and functionality and are NOT a part of the Solution:

- Leads
- Opportunities
- Forecasts
- Cases
- Solutions

Customers may create additional custom objects, with Launchpad approval. Objects made available by the Solution, and those accessible to the Platform Licenses, are the only objects Licensed for use by the Customer in this Agreement.

- f. **Product Support.** Launchpad uses our certified partners to provide the implementation of services. Launchpad will contract directly with customers for licenses which will provide access to our product(s). The customer may opt to have a separate contract directly with our certified partners for the services rendered.
- g. **Post Support.** If a customer has not set up a post technical support package, the customer may opt to add. Post support will require a minimum 10 hours prepaid to be set up. Inquiries should be directed to your Account Manager. Authorized Administrator users are those that have Admin privileges within your organization and may approve support cases accordingly.

Upon discussion and agreement of the post support, you may submit your requests via email to support@launchpadco.com. Additional details listed on the Support Service Level Agreement. Individuals authorized by the Customer should submit support requests and include a brief description of the issue and their contract information. Support requests may also be submitted via the Launchpad Support Center at <https://launchpadco.com/support-center/>.

- h. **Launchpad Responsibilities.** Launchpad and its Implementation Partners shall: (i) in addition to its confidentiality obligations, not use, edit or disclose to any party other than Customer the Customer Data; (ii) provide reasonable telephone and standard login support needs as related to licensing to Customers Users (either directly or through salesforce.com in accordance with its terms); and (iii) use commercially reasonable efforts to make the licensing Service generally available 24 hours a day, 7 days a week, except for: (a) planned downtime (of which Launchpad shall give at least 4 hours' notice and which Launchpad shall schedule to the extent reasonably practicable during the weekend hours; or (b) downtime caused by circumstances beyond Launchpad's reasonable control, including acts of God, acts of government, flood, fire, earthquake, civil unrest, acts of terror, strikes or other labor problems not involving Launchpad employees, computer or telecommunications failures or delays involving hardware or software not within Launchpad's possession or reasonable control, and network intrusions or denial of service attacks.

- i. **Customer Responsibilities.** Customers are responsible for all activities that occur under User accounts. Customer shall: (i) use commercially reasonable efforts to prevent unauthorized access to, or use of, the Solution, and notify Launchpad promptly of any such unauthorized use; and (ii) comply with all applicable local, state, federal, and foreign laws in using the Service.
- j. **Use Guidelines.** Customer shall use the Service solely for its internal business purposes as contemplated by this Agreement and shall not: (i) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, timeshare or otherwise commercially exploit or make the Service available to any third party, other than as contemplated by this Agreement; (ii) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (iii) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material harmful to children or violative of third party privacy rights; (iv) send or store material containing malicious or other harmful computer code, files, scripts, agents or programs; (v) interfere with or disrupt the performance of the Service or the data contained therein; or (vi) attempt to gain unauthorized access to the Service or its related systems or networks.
- k. **Implementation.** Under the direction of an internal Launchpad dedicated resource, we will utilize implementation partners to provide configuration and development work, data migration and assist in solution design and/or support. Launchpad does not warrant any such third-party implementation or any of their services (i.e., add on applications).
- l. **Launchpad and Implementation Roles.**
 - **Jonathan Luong, Business Account Manager** - Responsible for translating the client's goals and participating on customer kickoff calls. Communicates with customer executives to ensure overall success of the project and expectations are being met.
 - **Jerri Anne Armendariz, VP. Product** - Responsible for reviewing and approving the Business Requirement Document confirming the solution design is approved prior to development. Oversees, internal product control and quality assurance.
 - **Launchpad Partners:** Launchpad has trusted certified system implementation partners that will be part of lead and owner of the implementation and/or assist with our support cases as needed. Responsible for implementing all system configuration & enhancements, conducting end-user training and facilitating administrator knowledge transfer.
- m. **Customer Data.** Customer Data shall be considered confidential Information subject to the terms of this Agreement. Launchpad may access Customer Data, solely to respond to service or technical problems or at Customer's request or as otherwise permitted under this Agreement.
- n. **License Fees.** The license fees are a subscription-based license and are effective for the initial year of the Agreement.

The License fee is a per User access fee to the solution. Fees are based on the total number of Licenses, not the extent of actual usage. Fees are non-refundable, and the number of Licenses purchased cannot be decreased during the term of the Agreement. Because Fees are based on monthly units, Licenses purchased in the middle of a monthly period will be charged for that monthly period in full and going forward based on the number of monthly periods remaining in the subscription term.

- o. **Suspension of Service.** Launchpad reserves the right to suspend the Service provided to Customer, without liability to Customer, until such amounts are paid in full or defaults are remedied.
- p. **Discontinuation of Service.** Should this Agreement terminate by any method or reason outlined within, Customer access to the Solution will cease at midnight on the Termination Date. Within ten (10) days, Launchpad will provide Customer with the Data Separate files as the final distribution of Data to Customer. The Customer has ten (10) days to review and confirm data receipt. Data will no longer be available for extraction thirty (30) days after Agreement termination.
- q. **Taxes.** Launchpad's fees do not include any local, state, federal or foreign taxes, levies or duties of any nature ("Taxes"). Customers are responsible for paying all Taxes, excluding only taxes based on Launchpad's income. If Launchpad has the legal obligation to pay or collect Taxes for which Customer is responsible under this section, the appropriate amount shall be invoiced to and paid by Customer unless Customer provides Launchpad with a valid tax exemption certificate authorized by the appropriate taxing authority.
- r. **Billing and Contact Information.** Customers shall maintain complete and accurate billing and contact information on the Solution always.

3. Reservation of Rights

- a. **Customer acknowledges** that in providing the Solution, Launchpad uses (i) the WorkForce 2.0, Launchpad and salesforce.com names and logos, and other trademarks and service marks; (ii) certain audio and visual information, documents, software and other works of authorship; and (iii) other technology, software, hardware, products, processes, algorithms, user interfaces, know-how and other trade secrets, techniques, designs, inventions and other tangible or intangible technical material or information (collectively, "**Launchpad Technology**") and that the Launchpad Technology is covered by intellectual property rights owned or licensed by Launchpad (collectively, "**Launchpad IP Rights**"). The Launchpad Technology includes the application and customizations that Launchpad developed for Customer whether made at Customer's direction or otherwise, and as between Customer and Launchpad, Launchpad owns all rights to the Launchpad Technology except for the rights expressly granted in this Agreement. Except as expressly set forth in this Agreement, no license or other rights in or to the Launchpad Technology or

Launchpad IP Rights are granted to Customer, and all such licenses and rights are hereby expressly reserved.

- b. **License Grant.** Launchpad grants Customers and its Users a non-exclusive, non-transferable (except in connection with a permitted assignment of this Agreement), non-licensable right to access and use the Solution in accordance with the terms of this Agreement. This Agreement covers 365 days and upon Renewal Date will receive an update for execution.
- c. **Scope of OEM Services.** Unless otherwise specified Solution may be accessed by no more than the specified number of Licenses. The Solution may only utilize the minimum number of OEM Service components (e.g., custom objects) required to deliver the Reseller Application (Solution) in the form and with the functionality approved by SFDC. ***SFDC reserves the right to review modifications to the Reseller Application. Any additional OEM Service components required as a result of such Reseller Application modifications shall be subject to SFDC approval. Customers may not increase the number of custom objects beyond that provided in the Reseller Application, nor may they develop applications for internal use or install additional applications in connection with the OEM Services included in the Combined Solution. In addition, certain OEM Services may be subject to additional terms as set forth in the Product Catalog.***
- d. **Restrictions.** Customer, with Launchpad written approval is allowed to (i) modify, copy or create derivative works based on the Solution or Launchpad Technology; (ii) create Internet "links" to or from the Solution, or "frame" or "mirror" any content forming part of the Solution, other than on Customers' own intranets or otherwise for its own internal business purposes; or (iii) disassemble, reverse engineer, or decompile the Service or Launchpad Technology, or access it in order to (A) build a competitive product or service, (B) build a product or service using similar ideas, features, functions or graphics of the Service, or (C) copy any ideas, features, functions or graphics of the Solution other than to incorporate additional grants, programs or program functions into the existing Launchpad implementation. Upon completion of the designed and developed customer application, customer may create customer objects or leverage our objects for additional functionality, subject to the following items:
 - Launchpad will need to review and approve the customer written statement providing the intended use of any related objects to be considered for development in conjunction with the Launchpad application. This is to safeguard and warrant the Launchpad environment and functionality.
 - Customers may need to purchase a Salesforce license to specifically configure and/or develop within the approved related objects.
 - In the event the customer discontinues the Launchpad application:
 - Launchpad will not be held liable for any impact or technical issues caused by removing or uninstalling the Launchpad

- Managed Package
- Customers will need to demonstrate removal of the Launchpad Managed Package and send supporting documentation. (i.e., object list)

4. Warranties & Disclaimers.

- a. **Warranties.** Each party represents and warrants that it has the legal power to enter into this Agreement. Launchpad represents and warrants that (i) it owns or otherwise has sufficient rights to the Service and the Launchpad Technology to grant the rights and licenses granted herein; and (ii) the Service and Launchpad Technology do not infringe any intellectual property rights of any third party.
- b. **Disclaimer.** Except as expressly provided herein, Launchpad makes no warranty of any kind, whether express, implied, statutory, or otherwise. Launchpad hereby specifically disclaim all implied warranties, including any warranty of merchantability or fitness for a particular purpose, to the maximum extent permitted by applicable law.

5. Limitation of Liability.

- a. **Limitation of Liability.** In no event shall Launchpad's aggregate liability arising out of or related to this Agreement, whether in contract, tort or under any other theory of liability, exceed \$200,000.
- b. **Exclusion of Consequential and Related Damages.** In no event shall either party have any liability to the other party for any lost profits, loss of use, cost of procurement of substitute goods or services, or for any indirect, special, incidental, punitive, or consequential damages however caused and, whether in contract, tort or under any other theory of liability, whether or not the party has been advised of the possibility of such damage.
- c. **Limitation of Action.** Except for actions for non-payment or breach of either party's intellectual property rights, no action (regardless of form) arising out of this Agreement may be commenced by either party more than one (1) year after the parties knew or should have known of the cause of action.

6. Term, Termination, and Perpetual Software License Right.

- a. **Term of Agreement.** This Agreement commences on the Effective Date and continues until all User subscriptions granted in accordance with this Agreement have expired or been terminated.
- b. **Term of User Subscriptions.** User subscriptions commence on the Effective Date and continue for one year from such date. User subscriptions shall automatically renew for additional periods of one (1) year at the list price in effect at the time of renewal unless Customer gives Launchpad notice of termination, or before the Final cancellation date to stop renewal, the end of the relevant subscription term.
- c. **Termination for Cause.** A party may terminate this Agreement for cause: (i) upon 45 days written notice of a material breach to the other party if such

breach remains uncured at the expiration of such period; or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. Upon any termination for cause by Customer, Launchpad shall refund Customer any prepaid fees for the remainder of the subscription term after the date of termination.

- d. **Outstanding Fees.** Termination shall not relieve Customer of the obligation to pay any fees accrued or payable to Launchpad prior to the effective date of termination.
- e. **Return of Customer Data.** Upon request by Customer within 30 days of the effective date of termination, Launchpad will make available to Customer to download the Data Separation file (in the format that Launchpad customarily uses at such time or such other format as Customer may reasonably request). After such a 30-day period, Launchpad shall not maintain or provide any Customer Data; data shall be removed from Launchpad's customer platform.
- f. **Perpetual Software License Right.** Customers are entitled to an unmanaged version of the application, with non-exclusive rights for unlimited use if the vendor at any time either fails to issue essential updates for 12 consecutive months, enters into receivership, or ceases to operate as a going concern.

7. Confidential Information.

- a. **Definition of Confidential Information.** As used herein, "Confidential Information" means all confidential and proprietary information of a party ("Disclosing Party") disclosed to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including the terms and conditions of this Agreement, business and marketing plans, technology and technical information, Customer Data and business processes. Confidential Information shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (iii) was independently developed by the Receiving Party without breach of any obligation owed to the Disclosing Party; or (iv) is received from a third party without breach of any obligation owed to the Disclosing Party.
 - b. **Confidentiality.** The Receiving Party shall not disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, except with the Disclosing Party's prior written permission.
 - c. **Protection.** Each party agrees to protect the confidentiality of the Confidential Information of the other party in the same manner that it protects the confidentiality of its own proprietary and confidential information of a like kind, but in no event shall either party exercise less than reasonable care in protecting such Confidential Information.
 - d. **Compelled Disclosure.** If the Receiving Party is compelled by law to
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disclose Confidential Information of the Disclosing Party, it shall provide the Disclosing Party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.

- e. **Remedies.** If the Receiving Party discloses or uses (or threatens to disclose or use) any Confidential Information of the Disclosing Party in breach of this Section 2, the Disclosing Party shall have the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin such acts, it being specifically acknowledged by the parties that any other available remedies are inadequate.

8. General Provisions.

- a. **No Benefit to Others.** The representations, warranties, covenants, and agreements contained in this Agreement are for the sole benefit of the parties and their respective successors and permitted assigns, and they are not to be construed as conferring any rights on any other persons.
- b. **Notice.** All notices under this Agreement shall be in writing and shall be delivered to the addresses set forth at the beginning of this Agreement evidenced by a delivery receipt, by facsimile or by email. Notice shall be deemed to have been given upon: (i) personal delivery; (ii) the second business day after mailing; (iii) 48 hours after sending by confirmed facsimile; or (iv) 48 hours after sending by email.
- c. **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to achieve the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.
- d. **Assignment.** Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior express written consent of the other party. Notwithstanding the foregoing either party may assign this Agreement together with all rights and obligations hereunder, without the consent of the other party, in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of the other party. Any attempt by a party to assign its rights or obligations under this Agreement in breach of this section shall be void and of no effect. Subject to the foregoing, this Agreement shall bind to the benefit of the parties, their respective successors and permitted assigns.
- e. **Governing Law.** This Agreement shall be governed exclusively by, and construed exclusively in accordance with, the laws of the United States and the State of California, without regard to its conflicts of laws provisions.
- f. **Export Control Laws.** Each party shall obey all United States and foreign export control laws or regulations applicable to its performance under this Agreement.
- g. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties as to its subject matter, and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning the subject matter of this Agreement. No modification, amendment, or waiver of any provision of this Agreement shall be effective

unless in writing and signed by the party against whom the modification, amendment, or waiver is to be asserted.

D. Budget Modification:

If Contractor requests, in writing, a change in Exhibit B – Budget Summary, the MCWDB's Executive Director or his or her designee may authorize, in writing, adjustments of the dollar amount to any line item, so long as the total amount paid to Contractor under this agreement remains unchanged. A written request for a budget modification will not be required as long as Contractor is within 10% of the line item in question.

Schedule 1 to Launchpad Subscription Agreement

Client: Monterey County Workforce Development Board

Term: The Term of this Agreement shall commence on the Effective Date and continue until the first anniversary of such date. Renewal terms shall be as set forth in the Agreement.

Authorized End Users:

1. Jerry Hernandez (hernandezj1@co.monterey.ca.us)
2. Lucy Iracheta
3. Charlotte Johnson
4. Janet Tubera
5. Edward Corella
6. TBD
7. TBD

Total Annual Licenses: Seven (7)

Client billing contact: Javier Vanga

EXHIBIT B

BUDGET SUMMARY

Customer Relations Management Application Development and Subscription Services
November 1, 2022 through October 31, 2023

DESCRIPTION OF PROJECT ACTIVITIES	UNITS	RATE	PRICE
Discovery & Design Phase I and Drive Phase II Services			
Project Management	20 hrs	\$200	\$4,000
Discovery, Requirements Gathering & Design	15 hrs	\$200	\$3,000
Configuration & Development	45 hrs	\$200	\$9,000
Testing & Deployment	17 hrs	\$200	\$3,400
Development Services Total			\$19,400

Payment Arrangement for CRM Application Development	Amount
Discovery & Design Phase: 50% - Due upon Commencement	\$9,700
Drive Phase: 50% - Due upon Commencement of Drive Phase	\$9,700
Total Cost for Development Services	\$19,400

License Description and Annual Fee	UNITS	RATE	PRICE
Launchpad Licenses (Salesforce OEM) Launchpad Admin License (Salesforce OEM) - 1 Launchpad Platform License (Salesforce OEM) - 6 Effective Dates: November 2022 through October 2023	7	\$800	\$5,600
Launchpad Developer Partner Admin License Effective Dates: November 2022 through October 2023	1	n/c	n/c
Total			\$5,600

EXHIBIT C

AMENDED GENERAL CONDITIONS, ASSURANCES AND CERTIFICATIONS WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)

The following applies to all programs and/or projects funded under the Workforce Innovation and Opportunity Act (WIOA) conducted by Launchpad Careers, Inc., hereinafter referred to as "Contractor."

1. COMPLIANCE

In performance of this Agreement, Contractor will fully comply with:

- a. The provisions of the Workforce Innovation and Opportunity Act (WIOA), (29 U.S.C. §§ 3101- 3361 (2014), WIOA Final Regulations, and all legislation, regulations, directives, policies, procedures and amendments issued pursuant thereto.
- b. All State legislation and regulations to the extent permitted by federal law and all policies, directives and/or procedures, which implement WIOA.
- c. Title 2, Code of Federal Regulations (C.F.R.) part 200 (Office of Management and Budget Guidance) [OMB Guidance].
- d. Title 2, C.F.R. Part 2900 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) [Uniform Requirements].
- e. The provisions of the Jobs for Veterans Act (Pub. L. No. 107-288), including the requirement to provide priority service to veterans and spouses of certain veterans for the receipt of employment, training, and placement services in any job training program directly funded, in whole or in part, by the DOL.
- f. Contractor will ensure diligence in managing programs under this subgrant agreement, including performing appropriate monitoring activities and taking prompt corrective action against known violations of WIOA.

2. CERTIFICATIONS / ASSURANCES

Except as otherwise indicated, the following certifications apply to all Contractors.

- a. **Corporate Registration:** Contractor, if it is a corporation, certifies it is registered with the Secretary of State of the State of California.
- b. **Contracting with Corporations with Felony Criminal Convictions Prohibited:** The Monterey County Workforce Development Board (MCWDB) and its subrecipients may not knowingly enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that was convicted of a felony criminal violation under any Federal law within the preceding 24 months.
- c. **Contracting with Corporations with Unpaid Tax Liabilities Prohibited:** The MCWDB and its subrecipients may not knowingly enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a

timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

- d. **Expatriate Corporations:** Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code §§ 10286 and 10286.1, and is eligible to contract with the State of California.
- e. **Americans Disabilities Act (ADA):** Contractor agrees to comply with the Americans with Disabilities Act (ADA) of 1990, which, prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C.12101 et seq.)
- f. **False Claims Act:** Contractor, by signing this Agreement, agrees to assure that expenditures are proper and in accordance with the terms and conditions of the Federal award and approved project budgets. Contractor shall assure that all annual, final fiscal reports, monthly claims, invoices, and vouchers, it submits for the purpose of requesting payment will include a certification, signed by an official who is authorized to legally bind Contractor, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise." (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).
- g. **Authority to Bind Contractor:** Contractor shall furnish the MCWDB in writing, a list of persons authorized to execute on behalf of Contractor: Agreements, modifications to Agreements, invoices or other documents as may be required by the MCWDB.
- h. **Sectarian Activities:** Contractor certifies that this Agreement does not provide for the advancement or aid to any religious sect, church or creed, or sectarian purpose nor does it help to support or sustain any school, college, university, hospital or other institution controlled by any religious creed, church, or sectarian denomination whatsoever, as specified by Article XVI, Section 5, of the Constitution, regarding separation of church and state.
- i. **Domestic Partners:** For contracts over \$100,000 executed or amended after January 1, 2007, the Contractor certifies that it is in compliance with Public Contract Code § 10295.3.
- j. **National Labor Relations Board:** Contractor (if not a public entity), by signing this Agreement, does swear under penalty of perjury, that no more than one final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board (PCC10296).
- k. **Prior Findings:** Contractor, by signing this Agreement, does swear under penalty of perjury, that it has not failed to satisfy any major condition in a current or previous Agreement with the DOL or the State of California and has not failed to satisfy conditions relating to the resolution of a final finding and determination, including repayment of debts.
- l. **Excluded Parties List:** The MCWDB will not contract with any entity listed on the Excluded Parties List System in the federal System for Award Management. Contractor hereby represents and warrants that it is not so listed.

- m. **Drug-Free Workplace Certification:** By signing this Agreement, Contractor hereby certifies under penalty of perjury under the laws of the State of California that Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
- (1) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
 - (2) Establish a Drug-Free Awareness Program to inform employees about:
 - a. The dangers of drug abuse in the workplace;
 - b. The person's or organization's policy of maintaining a drug-free workplace;
 - c. Any available counseling, rehabilitation and employee assistance programs; and
 - d. Penalties that may be imposed upon employees for drug abuse violations.
 - (3) Every Contractor employee who works on this Agreement will:
 - a. Receive a copy of the Contractor's drug-free policy statement; and
 - b. Agree to abide by the terms of the Contractor's drug-free policy statement as a condition of employment on the Agreement.
 - (4) The Contractor must notify the MCWDB if an employee of the Contractor is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for suspension or debarment.
 - (5) Failure to comply with these requirements may result in suspension of payments under this Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future agreements if it is determined that any of the following has occurred: the Contractor has made false certification; or violated the certification by failing to carry out the requirements as noted above. (Gov. Code § 8350 et seq.)
- n. **Child Support Compliance Act:** In accordance with the Child Support Compliance Act, Contractor recognizes and acknowledges: The importance of child and family support obligations and shall fully comply with the 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 that to the best of its knowledge Contractor is fully complying with the earnings assignment orders of all Contractor's employees and is providing the names of all new Contractor's employees to the New Employee Registry maintained by the State of California Employment Development Department (EDD).
- o. **Debarment and Suspension Certification:** By signing this Agreement, Contractor hereby certifies under penalty of perjury under the laws of the State of California that Contractor will comply with regulations implementing Executive Orders 12549 and 12689, Debarment and Suspension and OMB Guidance 2 CFR Part 180, that the Contractor, to the best of its knowledge and belief, that it and its principals:
- (1) Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.
 - (2) 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 Contractor 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.

- (3) 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 Section 2 of this Debarment and Suspension Certification.
 - (4) 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 Contractor is unable to certify to any of the statements in this Debarment and Suspension Certification, it shall attach an explanation to this Agreement.
- p. **Mandatory Disclosures:** All WIOA and Wagner-Peyser recipients of Federal awards must disclose, as required at 2 CFR 200.113, in a timely manner, in writing to the Federal awarding agency or the MCWDB, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures can result in any of the remedies described in 2 CFR 200.338 (Remedies for noncompliance), including suspension or debarment.
- q. **Lobbying Certification:** By signing this AGREEMENT, Contractor hereby assures and certifies to compliance with the lobbying restrictions which are codified in Title 31 of the United States Code, section 1352, as implemented by DOL regulations at 2 CFR Part section 200.208, as follows:
- (1) No Federal appropriated funds have been paid, by or on behalf of Contractor, 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 an employee of a Member of Congress, in connection with this Federal contract, grant loan, or cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative Agreement.
 - (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, and officer or employee of Congress, or an employee of a Member of Congress, in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
 - (3) Contractor shall require that the language of the lobbying restrictions be included in the award documents for Agreement transactions over \$100,000 (per OMB) at all tiers (including AGREEMENTs, contracts, and subcontracts, under grants, loan, or cooperative Agreements), and that all subrecipients shall certify and disclose accordingly.
 - (4) This certification is a material representation of fact upon which reliance is placed when this transaction is executed. Submission of the Lobbying Certification is a prerequisite for making or entering into this transaction imposed by United States Code, section 1352, Title 31. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.
- r. **Priority Hiring Considerations:** If this AGREEMENT includes services in excess of \$200,000, Contractor shall give priority consideration in filling vacancies in positions funded by the Agreement to qualified recipients of aid under Welfare and Institutions Section Code 11200 in accordance with Public Contract Code §10353.

- s. **Sweatfree Code of Conduct:** All Contractors that contract for the procurement or laundering of apparel, garments, or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, or supplies furnished to the State pursuant to the contract have been laundered or produced, in whole or in part, by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. Contractor further declares under penalty of perjury that it will adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108. Contractor agrees to cooperate fully in providing reasonable access to Contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the MCWDB, State of California EDD, the Department of Industrial Relations, or the Department of Justice to determine Contractor's compliance with the requirements of the Sweatfree Code of Conduct.
- t. **Unenforceable Provision:** In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected hereby.
- u. **Non-discrimination Clause / Affirmative Action / Equal Employment Opportunity:**
- (1) The conduct of the parties to this Agreement will be in accordance with Title VI of the Civil Rights Act of 1964, and the Rules and Regulations promulgated hereunder and the provisions of WIOA Section 188 and 29 CFR Part 38.
- a. As a condition to the Agreement of financial assistance from the DOL under WIOA, Contractor assures that it has the ability to comply with the nondiscrimination and equal opportunity provisions of the following laws and will remain in compliance for the duration of the Agreement:
- i. Section 188 of the 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, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, political affiliation or belief, or against beneficiaries on the basis of either citizenship/status or participation in any WIOA financially assisted Title I program or activity;
- ii. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, and national origin;
- iii. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
- iv. The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
- v. Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.
- b. Contractor 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. This assurance applies to Contractor's operation of the WIOA financially assisted program or activity, and to all Agreements that Contractor makes to carry out the WIOA financially assisted program or activity. Contractor understands that the United States has the right to seek judicial enforcement of this assurance.

- c. This Contractor shall include the non-discrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.
 - d. These assurances are binding on Contractor for the term of this Agreement, as specified in 29 CFR section 38.26(b).
- (2) Contractor will take affirmative action to assure that no individual will be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in the administration or in connection with any services or activities authorized under the WIOA in violation of any applicable nondiscrimination law, including laws prohibiting discrimination on the basis of age, race, sex, color, religion, national origin, disability, political affiliation or belief. All complaints alleging discrimination must be filed and processed according to the procedures in the applicable DOL nondiscrimination regulations.
 - (3) Contractor will assure that discriminatory job orders will not be accepted, except where the stated requirement is a bona fide occupational qualification (BFOQ). See, generally, 42 U.S.C. 2000(e)–2(e), 29 CFR parts 1604, 1606, 1625. (3)
 - (4) Contractor will assure that employment testing programs will comply with 41 CFR part 60–3 and 29 CFR part 32 and 29 CFR 1627.3(b)(iv).
 - (5) Contractor agrees to conform to non-discrimination and equal opportunity requirements and procedures, including the discrimination complaint procedures in compliance with the WIOA, the Uniform Guidance 2 CFR Part 200, DOL Exceptions 2 CFR Part 2900, Federal regulations and State statutes, regulations and policy. (Reference MCWDB Policy 2018-1 – Nondiscrimination and Equal Opportunity Procedures, accessible at: <http://www.montereycountywib.org/policies/policies/>).
 - (6) Contractor will be governed by WIOA procedures relating to complaints alleging violations of the WIOA, regulations, other Agreements under the WIOA including terms and conditions of employment. Participants will be notified in writing, upon enrollment into employment or training, of the WIOA complaint procedures including notification of their right to file a complaint and instructions on how to do so. Complaint procedures include: (1) the right to file a complaint, (2) the opportunity to resolve complaints informally, (3) written notice of hearings, and (4) a final decision within sixty (60) days of the date of filing.
 - (7) Contractor will comply with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, DOL."
 - (8) Contractor shall ensure equal employment opportunity based on objective personnel policies and practices for recruitment, selection, promotion, classification, compensation, performance evaluation, and employee management relations.

v. Indemnification:

- (1) The following provision applies only if Contractor is a governmental entity: Pursuant to Section 895.4 of the California Government Code, each party agrees to indemnify and hold the other party harmless from all liability for damage to persons or property arising out of or resulting from acts or omissions of the indemnifying party.
- (2) The following provision applies only if the Contractor is a non-governmental entity: The Contractor agrees to the extent permitted by law, to indemnify, defend and hold harmless the MCWDB, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materials persons, laborers and any other persons, firms or corporations, furnishing or supplying work, services, materials, or supplies in connection with the performance of this agreement, and from any and all claims and losses accruing or resulting to any persons, firms or corporations which may be injured or damaged by the Contractor in the performance of this Agreement.

- w. **Salary and Bonus Limitations:** In compliance with Public Law 109-234, none of the funds appropriated in Public Law 109-149 or prior Acts under the heading "Employment and Training" that are available for expenditure on or after June 15, 2006, including funds expended pursuant to this Agreement, shall be used by a recipient or subrecipient of such funds to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II, except as provided for under section 101 of Public Law 109-149. This limitation shall not apply to Contractors providing goods and services as defined in Uniform Guidance 2 CFR Part 200 and the DOL Exceptions 2 CFR Part 2900. Where States are recipients of such funds, States may establish a lower limit for salaries and bonuses of those receiving salaries and bonuses from subrecipients of such funds, taking into account factors including the relative cost-of-living in the States, the compensation levels for programs involved including DOL Employment and Training Administration programs. See Training and Employment Guidance Letter #05-06 for further clarification at http://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=2262.

The incurrence of costs and receiving reimbursement for these costs under this Agreement certifies that Contractor has read the above special condition and is in compliance.

- x. **Federal Funding Accountability and Transparency Act (FFATA):** As required by FFATA, recipients of Federal awards are required to report sub-award and executive compensation information. By signing this Agreement, Contractor hereby assures and certifies to comply with the provisions of FFATA, which includes requirements referenced in Uniform Guidance 2 CFR Part 200, DOL Exceptions 2 CFR Part 2900, and requirements implementing FFATA at 2 C.F.R. part 25 and 2. C.F.R. part 170.
- y. **Clean Air Act:** Contractor 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).
- z. **Air or Water Pollution Violation:** Under State laws, Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to any cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of Federal law relating to air or water pollution.

3. STANDARDS OF CONDUCT

Contractor hereby assures that in administering this Agreement, it shall comply with the standards of conduct hereinafter set out, for maintaining the integrity of the Agreement and avoiding any

conflict of interest in its administration.

- a. **General Assurance:** Every reasonable course of action will be taken by Contractor in order to maintain the integrity of the expenditure of public funds and to avoid 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. Contractor agrees to conform to the non-discrimination requirements as referenced in WIOA Section 188.
- b. **Conflict of Interest:** An executive or employee of Contractor, an elected official in the area or a member of the MCWDB will not solicit or accept money or any other consideration from a third person, for the performance of an act reimbursed, in whole or in part, by Contractor or the MCWDB: supplies, materials, equipment or services purchased with Agreement funds will be used solely for purposes allowed under this Agreement. No member of Contractor or the MCWDB will cast a vote on the provision of services by that member (or any organization, which that member represents) or vote on any matter which would provide direct financial benefit to that member (or immediate family of the member) or any business or organization which the member directly represents. For the purpose of this Agreement, a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein has a financial interest in or a tangible personal benefit from a firm considered for a contract, subcontract, or Agreement. (Reference 2 CFR Part 200.318(c)(1)(2) – Conflict of Interest) If a non-Federal entity, has a parent, affiliate, or subsidiary organization that is not a State, local government, or Indian tribe, the non-Federal entity must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest mean that because of relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears unable to be impartial in conducting a procurement action involving a related organization. (Reference 2 CFR Part 200.318(c)(2))
- c. **Buy-American:** Contractor agrees that, as stated in sec. 502 of WIOA, all funds authorized in WIOA and the Wagner-Peyser Act must be expended on only American made equipment and products, as required by the Buy American Act (41 U.S.C. 8301–8305). For the purposes of this award, the Contractor is required to maximize the use of goods, products, and materials produced in, and services offered in, the United States, in accordance with the Made in America Laws. No funds may be made available to any person or entity (including as a contractor or subrecipient of the award recipient) that has been found to be in violation of any Made in America Laws.
- d. **Nepotism:** Contractor certifies that it shall not hire nor permit the hiring of any person in a position funded under this Agreement if a member of the person's immediate family is employed in an administrative capacity. For the purpose of this Agreement, the term "immediate family" means spouse (common law or otherwise), child, mother, father, brother, sister, brother/sister-in-law, son/daughter-in-law, mother/father-in-law, aunt, uncle, niece, nephew, step-parent, step-child, or such other relationship which would give rise to a substantial appearance of impropriety if the person were to be hired by Contractor. The term "administrative capacity" means persons who have overall administrative responsibility for a program, including but not limited to, selection, hiring, or supervisory responsibilities.
- e. **Procurement:** Contractor must comply with the MCWDB procurement policy and procedures which reflect applicable local, State and Federal laws and regulations, and the standards identified in Uniform Guidance 2 CFR Part 200.318 – General Procurement Standards. (Reference MCWDB Policy 2019-02 – Procurement Standards and policy attachments; <https://www.montereycountywdb.org/policy-procedures/>).

- f. **Flood Insurance:** The Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4001 *et seq.*, provides that no Federal financial assistance to acquire, modernize, or construct property may be provided in communities in the United States identified as flood-prone, unless the community participates in the National Flood Insurance Program and flood insurance is purchased within 1 year of the identification. The flood insurance purchase requirement applies to both public and private applicants for the DOL support.
- g. **Architectural Barriers:** The Architectural Barriers Act of 1968, 42 U.S.C. 4151 *et seq.*, as amended, the Federal Property Management Regulations (see 41 CFR 102-76), and the Uniform Federal Accessibility Standards issued by the U.S. General Services Administration (GSA) (see 36 CFR 1191, Appendixes C and D) set forth requirements to make facilities accessible to, and usable by, the physically handicapped and include minimum design standards. All new facilities designed or constructed with grant support must comply with these requirements.
- h. **Promoting Equitable Delivery of Government Benefits and Equal Opportunity:** The Department of Labor (Labor) seeks to affirmatively advance equity, civil rights and equal opportunity in the policies, programs, and services it provides. Therefore, consistent with Executive Order 13985, *Advancing Racial Equity and Support for Underserved Communities Through the Federal Government*, Contractors must execute the terms and conditions of their funding award in a manner that advances equity for all, including people of color and others who have been historically underserved, marginalized, and adversely affected by persistent poverty and inequality. This extends to all award activities including, but not limited to, service delivery, selection of subrecipients and contractors, and procurement of goods and services. Government programs are designed to serve all eligible individuals. As an expectation, Contractors should make the goods and services they provide widely available with the goal of effectively serving a diverse population of eligible individuals; fairly, justly, and impartially in administering the funding award. Contractors are encouraged to engage in contracting and subcontracting for goods and services related to performing the terms and conditions of their agreements in such a way to achieve equity.
- i. **Publicity:** Pursuant to P.L. 117-103, Division H, Title V, Section 503, the Contractor is not authorized to use any funds provided under this award—other than for normal and recognized executive–legislative relationships—for publicity or propaganda purposes, for the preparation, distribution or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation, designed to support or defeat legislation pending before the Congress or any state or local legislature or legislative body, except in presentation to the Congress or any state or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any state or local government, except in presentation to the executive branch of any state or local government itself.
- j. **Telecommunications Prohibition:** Contractors must adhere to 2 CFR 200.216 - Prohibition on certain telecommunications and video surveillance services or equipment (effective August 13, 2020). Contractors are prohibited from obligating or expending loan or grant funds to: procure or obtain; extend or renew a contract to procure or obtain; or 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).

For the purpose of public safety, security of government facilities, physical security surveillance of

critical infrastructure, and other national security purposes, any use of video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) is prohibited, including telecommunications or video surveillance services provided by such entities or using such equipment and telecommunications or video surveillance equipment or services produced or provided by an 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.

- k. Waste, Fraud, and Abuse:** No entity receiving federal funds may require employees or contractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
- l. Whistleblower Protection:** All employees working for contractors, grantees/ grant recipients, subcontractors, subgrantees/ subrecipients, and recipients of cooperative agreements working on this Federal award are subject to the whistleblower rights and remedies established at 41 U.S.C. 4712. The award recipient shall inform its employees and applicable contractors and subrecipients, in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation. The Contractor shall insert the substance of this clause in all subawards and contracts over the Simplified Acquisition Threshold.
- m. Historically Black Colleges and Universities, Other Minority Institutions:** Pursuant to Executive Order (EO) 12928, the Contractor is strongly encouraged to provide subcontracting opportunities to Historically Black Colleges and Universities and other Minority Institutions such as Hispanic-Serving Institutions and Tribal Colleges and Universities; and to Small Businesses Owned and Controlled by Socially and Economically Disadvantaged Individuals.
- n. Improving Access to Services for Persons with Limited English Proficiency:** As clarified by EO 13166, Improving Access to Services for Persons with Limited English Proficiency, dated August 11, 2000, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI, Contractor must take reasonable steps to ensure that LEP persons have meaningful access to programs in accordance with DOL's Policy Guidance on the Prohibition of National Origin Discrimination as it Affects Persons with Limited English Proficiency, 68 FR 32289 (May 29, 2003). Meaningful access may entail providing language assistance services, including oral and written translation, where necessary.
- o. Harassment Prohibited:** The Contractor is prohibited from engaging in harassment of an individual based on race, color, religion, sex, national origin, age, disability, or political affiliation or belief, or, for beneficiaries, applicants, and participants only, based on citizenship status or participation in any WIOA Title I-financially assisted program or activity. Harassing conduct of this type is a violation of the nondiscrimination provisions of WIOA and of 29 CFR Part 38.
- p. Health Benefits Coverage for Contraceptives:** Federal funds may not be used to enter in to or renew a contract which includes a provision for prescription drug coverage unless the contract also includes a provision for contraceptive coverage. This requirement does not apply to contracts with 1) the religious plans Personal Care's HMO and OSF Health Plans, Inc. and 2) any existing or future plan if the carrier for the plan objects to such coverage on the basis of religious beliefs.

- q. **Health Benefits Coverage for Abortions Restricted:** Pursuant to P.L. 117-103, Division H, Title V, Section 506 and 507, Federal funds may not be expended for health benefits coverage that includes coverage of abortions, except when the pregnancy is the result of rape or incest, or in the case where a woman suffers from a physical disorder, physical injury, or physical illness, including a life-endangering physical condition caused by or arising from the pregnancy itself that would, as certified by a physician, place the women in danger of death unless an abortion is performed. This restriction does not prohibit a contractor from providing health benefits coverage for abortions when all funds for that specific benefit do not come from a Federal source. Additionally, no funds made available through this grant award may be provided to a State or local government if such government subjects any institutional or individual health care entity to discrimination on the basis that the health care entity does not provide, pay for, provide coverage of, or refer for abortions.
- r. **Fair Labor Standards Act Amendment for Major Disasters:** Pursuant to P.L. 117-103, Division H, Title I, Section 108, the Fair Labor Standards Act of 1938 (FLSA) will apply as if the following language was added to Section 7 (the Maximum Hours Worked Section). This language specifically relates to occurrences of a major disaster (as declared or designated by the state or federal government) and are applied for a period of two years afterwards. The language is as follows:
- “(s)(1) The provisions of this section [maximum hours worked] shall not apply for a period of 2 years after the occurrence of a major disaster to any employee—
- (A) employed to adjust or evaluate claims resulting from or relating to such major disaster, by an employer not engaged, directly or through an affiliate, in underwriting, selling, or marketing property, casualty, or liability insurance policies or contracts;
- (B) who receives from such employer on average weekly compensation of not less than \$591.00 per week or any minimum weekly amount established by the Secretary, whichever is greater, for the number of weeks such employee is engaged in any of the activities described in subparagraph (C); and (C) whose duties include any of the following:
- (i) interviewing insured individuals, individuals who suffered injuries or other damages or losses arising from or relating to a disaster, witnesses, or physicians;
- (ii) inspecting property damage or reviewing factual information to prepare damage estimates;
- (iii) evaluating and making recommendations regarding coverage or compensability of claims or determining liability or value aspects of claims;
- (iv) negotiating settlements; or
- (v) making recommendations regarding litigation.
- (2) The exemption in this subsection shall not affect the exemption provided by section 13(a)(1) [of the FLSA].
- s. **Lobbying/Advocacy Restricted:** Pursuant to P.L. 117-103, Division H, Title V, Section 503, no federal funds may be used to pay the salary or expenses of any grant recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or executive order proposed or pending before the Congress or any state government, state legislature or local legislature or legislative body, other than for normal and recognized executive–legislative relationships or participation by an agency or officer of a state, local or tribal government in policymaking and administrative processes within the executive branch of that government.
- t. **Blocking Pornography Required:** Pursuant to P.L. 117-103, Division H, Title V, Section 503, no federal funds may be used to pay the salary or expenses of any grant recipient, or agent acting

for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or executive order proposed or pending before the Congress or any state government, state legislature or local legislature or legislative body, other than for normal and recognized executive–legislative relationships or participation by an agency or officer of a state, local or tribal government in policymaking and administrative processes within the executive branch of that government.

- u. **Privacy Act:** No funds can be used in contravention of 5 U.S.C. 552a (the Privacy Act) or regulations implementing the Privacy Act.
- v. **Procuring Goods Obtained through Child Labor Prohibited:** Pursuant to P.L. 117-103, Division H, Title I, Section 103, no Federal funds may be obligated or expended for the procurement of goods mined, produced, manufactured, or harvested or services rendered, in whole or in part, by forced or indentured child labor in industries and host countries identified by the DOL prior to December 20, 2019. DOL has identified these goods and services at ILAB's List of Products Produced by Forced or Indentured Child Labor webpage.
- w. **Promotion of Drug Legalization Restricted:** Pursuant to P.L. 117-103, Division H, Title V, Section 509, no Federal funds shall be used for any activity that promotes the legalization of any drug or other substance included in Schedule I of the schedules of controlled substances established under Section 202 of the Controlled Substances Act except for normal and recognized executive-congressional communications or where there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance or that federally sponsored clinical trials are being conducted to determine therapeutic advantage.
- x. **Purchase of Sterile Needles or Syringes Restricted:** Pursuant to P.L. 117-103, Division H, Title V, Section 526, no Federal funds shall be used to purchase sterile needles or syringes for the hypodermic injection of any illegal drug.
- y. **Trafficking in Persons Prohibited:**
 - (1) This part establishes a government-wide award term for grants and cooperative agreements to implement the requirement in regard to Trafficking in persons.
 - a. *Provisions applicable to a recipient that is a private entity.*
 - I. The award recipient, the award recipient's employees, subrecipients under this award, and subrecipients' employees may not—
 - (A). Engage in severe forms of trafficking in persons during the period of time that the grant award is in effect; or
 - (B). Procure a commercial sex act during the period of time that the award is in effect; or
 - (C). Use forced labor in the performance of the award or subawards under the award.
 - II. DOL/ETA as the Federal awarding agency may unilaterally terminate this award, without penalty, if the award recipient or a subrecipient that is a private entity —
 - (A). Is determined to have violated a prohibition in paragraph a.I of this award term; or
 - (B). Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.I of this award term through conduct that is either—
 - i. Associated with performance under this award; or
 - ii. Imputed to you or the subrecipient using the standards and due

process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR Part 2998.

- b. *Provision applicable to a recipient other than a private entity.* DOL/ETA as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—
 - I. Is determined to have violated an applicable prohibition in paragraph a.I of this grant award term; or
 - II. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a. I of this grant award term through conduct that is either—
 - (A). Associated with performance under this award; or
 - (B). Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 29 CFR Part 98.
- c. *Provisions applicable to any recipient.*
 - I. The award recipient must inform DOL/ETA immediately of any information the award recipient receives from any source alleging a violation of a prohibition in paragraph a.1 of this grant award term.
 - II. DOL/ETA right to terminate unilaterally that is described in paragraph a. II or b of this section:
 - (A). Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - (B). Is in addition to all other remedies for noncompliance that are available to DOL/ETA under this grant award.
 - III. The award recipient must include the requirements of paragraph a. I of this award term in any subaward the award recipient makes to a private entity.

4. COORDINATION

- a. Contractor will, to the maximum extent feasible, coordinate all programs and activities supported under this part with other core programs under the WIOA, including the WIOA (Adult, Dislocated Worker and Youth formula programs); Wagner-Peyser Act employment services; Adult Education and Literacy Act programs; Rehabilitation Act Title I programs; Job Corps program, YouthBuild program, Native American programs, Migrant and Seasonal Farmworker programs, and other employment and training programs at the local level. In addition to the core programs, for individuals with multiple needs to access services, Contractor will, to the maximum extent feasible, coordinate with the following partner programs required to provide access through the America’s Job Center of California or One-Stop Career Center: Career and Technical Education (Perkins), Community Development Block Grants, Indian and Native American programs, HUD Employment and Training programs, Local Veterans' Employment Representatives and Disabled Veterans' Outreach program, National Farmworker Jobs program, Senior Community Service Employment program, Temporary Assistance for Needy Families (TANF), Trade Adjustment Assistance programs, and Unemployment Compensation programs.
- b. Contractor shall not accept referrals for participant positions funded under this Agreement from any agency which charges a fee to either the individual being referred or the employing agency for the services rendered. Charges incurred in violation of this clause shall be the sole

responsibility of Contractor and shall not be charged to either this AGREEMENT or the participant under this Agreement.

5. SUBCONTRACTING

- a. Contractor will not assign a contract resulting from this Agreement or any portion thereof to a third party without the prior written consent of the MCWDB, and any attempted assignment or subcontract without such prior written consent may cause immediate termination of the Agreement.
- b. Upon approval from the MCWDB, any of the work or services specified in this AGREEMENT which will be performed by other than Contractor will be evidenced by a written Agreement specifying the terms and conditions of such performance.
- c. Contractor will maintain and adhere to an appropriate system, consistent with Federal, State and local law, for the award and monitoring of contracts which contain acceptable standards for insuring accountability.
- d. The system for awarding contracts will contain safeguards to insure Contractor does not contract with any entity whose officers have been convicted of fraud or misappropriation of funds within the last two years.

6. CONSULTANTS

Fees paid to a consultant, who provides services under a program, shall be limited to \$750 per day (representing an 8 hour work day). Any fees paid in excess of this amount cannot be paid without prior approval from the Grant Officer.

7. RESOLUTION

A county, city, district or other local public body must provide the MCWDB and the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an AGREEMENT, authorizing execution of this Agreement. Preferably resolutions should authorize a designated position rather than a named individual.

8. FUNDING

- a. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional and legislative appropriation of funds. The parties hereby enter into this Agreement in advance of confirmation of the availability of funds for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the AGREEMENT was executed after that determination was made.
- b. This AGREEMENT is valid and enforceable only if (1) sufficient funds are made available by the State Budget Act of the appropriate State fiscal years covered by this Agreement for the purposes of this program and; (2) sufficient funds are made available to the State by the United States Government for the fiscal years covered by this AGREEMENT for the purposes of the programs described in the scope of services. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress and Legislature or any statute enacted by the Congress and Legislature which may affect the provisions, terms, or funding of this AGREEMENT in any manner.
- c. At the expiration of the terms of this Agreement or upon termination prior to the expiration of this

Agreement, funds not obligated for the purpose of this Agreement will be immediately remitted to the MCWDB, and shall no longer be available to Contractor.

- d. The MCWDB retains the right to suspend financial assistance, in whole or in part, to protect the integrity of the funds or to ensure proper operation of the program, providing Contractor is given prompt notice and the opportunity for an informal review of the MCWDB's decision. The Executive Director of the MCWDB or his/her designee will perform this informal review and will issue the final administrative decision within 60 days of receiving the written request for review. Failure on the part of Contractor to comply with the provisions of this Agreement, or with the WIOA or regulations, when such failure involves fraud or misappropriation of funds, may result in immediate withholding of funds.

9. FISCAL ACCOUNTABILITY

- a. Contractor shall establish and maintain a sound financial management system, based upon generally accepted accounting principles. An integral part of the required financial management system is a system of internal accounting controls that will provide reasonable assurance that WIOA assets are safeguarded against loss from unauthorized use or disposition, and that accounting transactions affecting WIOA fund accountability are properly charged and recorded by administrative and program cost categories to permit the preparation of accurate and supportable financial reports.
- b. Contractor will comply with controls, record keeping and fund accounting procedure requirements of WIOA, Federal and State regulations, and directives to ensure the proper accounting for program funds paid to Contractor by the MCWDB through a cost reimbursement process.
- c. This Agreement provides for the reimbursement of allowable costs that are identified and approved in the AGREEMENT budget, and incurred in the operation of the programs specified in the scope of services. Back-up documentation is required from Contractor to justify reimbursement payments made under this AGREEMENT.
- d. All expenditures must be reported on an accrual basis of accounting.
- e. No cost shall be allowed under this AGREEMENT which is not specifically identified in Contractor's approved budget. Contractor shall not transfer funds between cost categories or adjust designated "total budget" line items without prior written approval by the MCWDB (applicable to cost reimbursement contracts only). Invoices for reimbursement submitted by Contractor that include designated total line item expenditures above the total budget for that designated line item will not be paid until the cost overrun is reconciled. All limitations on expenditures specified in Federal and State fiscal requirements shall apply to this AGREEMENT.
- f. Contractor shall not charge nor receive compensation under this AGREEMENT for any services or expenses unless said services or expenses are directly and exclusively related to the purpose of this AGREEMENT. In addition, payment may not be received by Contractor from any other source for said services or expenses. Moreover, funds shall not be allowed for cost incurred before or after the effective dates of this AGREEMENT. Contractor shall not use WIOA funds as security or payment for obligations or as loans for activities of other funded programs.
- g. Contractor's personnel whose time is charged to the budget under this AGREEMENT shall be paid on a pro-rata basis commensurate with the percentage of time devoted to the programs specified in the scope of services. Personnel costs including salary shall be reasonable. Employees of Contractor shall be compensated using WIOA funds under this AGREEMENT only for work performed under the terms of this AGREEMENT.

- h. The MCWDB shall not pay, and Contractor shall not request, payment for any accrued employee fringe benefits (including vacation and sick time), which were not accrued by Contractor's employees during the term of this AGREEMENT.
- i. In accordance with the requirements at 2 CFR 200.400(g), Contractor may not earn or keep any profit resulting from WIOA funds paid under this AGREEMENT, or other federal financial assistance.
- j. Any excess of revenue over costs incurred for services provided by Contractor must be included in program income. (WIOA secs. 194(7)(A)–(B)). Interest income earned on funds received under WIOA and Wagner-Peyser Act must be included in program income. (WIOA sec.194(7)(B)(iii)) Accordingly, these funds may be retained by Contractor to underwrite additional training or training related services pursuant to the project or program that generated them, consistent with the purposes of WIOA. When Contractor ultimately discontinues the provision of all WIOA training and/or services described in this AGREEMENT, program income remaining shall be returned to the MCWDB.
- k. Contractor shall make available to the MCWDB, upon request, a complete and detailed record or cost allocation of any expenses that are, in whole or in part, supported with program funds. This detailed account shall include percentages and total contributions from both WIOA and non-WIOA sources. Shared expenses may include, but are not necessarily limited to the following: staff salaries, facilities, equipment, etc.
- l. Travel expenses when permitted should be made at the agency rate per mile, but the rate cannot exceed the Agreement allowed by the Monterey County travel expense reimbursement policy, located online at: <http://www.co.monterey.ca.us/auditor/policies.htm>.

10. PAYMENT OF AUTHORIZED EXPENDITURES

- a. Subject to receipt of funds from the State, the MCWDB agrees to reimburse Contractor for expenditures authorized in the AGREEMENT budget. Financial reports and invoices are due to the fiscal unit of the MCWDB by the 15th working day of each month and shall include all obligations, expenditures and accruals incurred during the previous month, unless otherwise specified by the MCWDB. Late submission of financial reports and invoices are subject to withholding of payment due to non-compliance with Contractor's AGREEMENT to submit timely and accurate reports and invoices. The MCWDB's Fiscal Unit shall pay the certified invoice within 45 days of receiving the certified invoice. Financial information reported on claims must be directly linked to records maintained by Contractor which support actual delivery of services as outlined in the existing AGREEMENT between Contractor and the MCWDB. The MCWDB shall be the sole judge of what constitutes adequate supporting documentation.
- b. Contractor shall be paid in accordance with the AGREEMENT and budget, not to exceed the maximum Agreement specified. Any cost incurred by Contractor over and above the maximum Agreement obligated by the AGREEMENT and budget shall be at the sole risk and expense of Contractor.

11. REQUIRED FUNDING INFORMATION IN PUBLIC COMMUNICATIONS

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, all non-Federal entities receiving Federal funds shall clearly state:

- a. The percentage of the total costs of the program or project which will be financed with Federal money;
- b. The dollar amount of Federal funds for the project or program; and
- c. The percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

12. PERFORMANCE ACCOUNTABILITY

- a. Contractor, commencing as of the date of execution of this AGREEMENT by both parties, shall perform all the functions set forth in the AGREEMENT scope of services. Adequate performance under this AGREEMENT is essential and Contractor shall measure its performance results against goals and performance standards provided by this AGREEMENT. Measured performance below goals standards will constitute noncompliance with the terms of this AGREEMENT.
- b. It is the responsibility of Contractor to bring to the attention of the MCWDB areas of performance which are below goals and standards and, with respect to each such area, prepare a corrective action plan or a statement justifying modification of operational plans. In addition, upon receipt of any monitoring report or other communication identifying areas of concern, a corrective action plan must be submitted to the MCWDB within the time frame identified in the report. A corrective action plan shall consist of the following:
 - (1) Specific Actions to be taken
 - (2) The objective of each action
 - (3) Completion dates
 - (4) Person(s) responsible
 - (5) Result(s) to be accomplished
- c. Contractor shall submit all corrective plans to the MCWDB for written approval. If approved, Contractor shall keep the MCWDB aware of progress, on a continuing basis, until the corrective action plan results are accomplished. The MCWDB reserves the right to require modifications to the corrective action plan, satisfactory to the MCWDB, in the event of failure by Contractor to achieve the specified results.
- d. Failure of Contractor to satisfy administrative standards and/or performance goals may result in the immediate reduction of service levels to new applicants and/or enrollees by MCWDB. Such reduction will be accompanied by a proportionate decrease in obligated AGREEMENT funds.

13. MAINTENANCE OF EFFORT

Contractor shall comply with the following maintenance of effort requirements:

- a. Contractor warrants that participant positions funded through this AGREEMENT are in addition to those that would otherwise be financed by Contractor without assistance under WIOA.
- b. Participant positions funded through this AGREEMENT shall: (1) result in an increase in employment opportunities over those that would otherwise be available; (2) not result in the displacement of currently employed workers, including partial displacement such as a reduction in hours of non-over time work, wages or employment benefits; (3) not impair existing contracts for service or result in a substitution of Federal funds for other funds in connection with work that would otherwise be performed; (4) not substitute public service and/or work experience positions for existing jobs.

- c. Contractor will not terminate, layoff or reduce the working hours of an employee for the purpose of hiring an individual with funds available under WIOA.
- d. Contractor will not hire any person using funds available under WIOA when any other person is on layoff for the same or substantially equivalent job.

14. AMENDMENTS

This AGREEMENT may be unilaterally modified by the MCWDB, under the following circumstances:

- a. There is a decrease in Federal or State funding levels.
- b. Funds awarded to Contractor have not been expended in accordance with the budget included in the approved Contractor's plan. This will occur if, after consultation with Contractor, the MCWDB has determined, in a manner consistent with State and Federal law, regulations and policies, that funds will not be spent in a timely manner.
- c. There is a change in State and Federal law or regulation requiring a change in the provisions of this AGREEMENT.

Except as provided above, the AGREEMENT may be amended only in writing by the mutual AGREEMENT of both parties.

15. REPORTING

- a. Contractor will compile and submit reports of activities, performance and expenditures by the specified dates prescribed by the MCWDB. All expenditure reports must be submitted upon the accrual basis of accounting. Failure to adhere to the reporting requirements of this AGREEMENT will result in funds not being paid to Contractor by the MCWDB.
- b. Contractor shall submit to the MCWDB all required reports on a timely basis as delineated by the MCWDB. Contractor shall submit written monthly status reports covering such items as progress of work being performed, milestones attained, resources expended, problems encountered and corrective action taken or other reports determined to be necessary by the MCWDB. These reports are due to the MCWDB, as requested in writing. Contractor also shall submit on a timely basis all required AGREEMENT supplemental documents.

16. TERMINATION

In the event of early termination of this AGREEMENT, the MCWDB's liability to Contractor is limited to the value of services and/or goods provided to the date of termination. This AGREEMENT may be terminated, in whole or in part, for either of the two following circumstances:

- a. **Termination for Convenience:** The MCWDB may, in its sole discretion, terminate this Agreement for convenience, including but not limited to, insufficient funding, lack of program participants, change in focus of WIOA program priorities, and similar. The MCWDB shall provide Contractor with forty-five (45) days advance notice of termination of this Agreement for convenience.
- b. **Termination for Cause:** The MCWDB may terminate this Agreement, in whole or in part, if it determines that Contractor has substantially breached this agreement or violated WIOA, WIOA regulations, the Uniform Guidance, implementing state legislation, and/or guidance and directives

issued by the State Employment Development Department or the federal Department of Labor. In the event of Contractor's breach of this Agreement or in the event of Contractor's violation of WIOA and related laws, regulations, guidance and directives, the MCWDB may pursue all legal remedies available to it under federal and state law, including injunctive relief and restitution of WIOA funds previously disbursed to Contractor.

- (1) In the event of breach of this Agreement by Contractor or in the event of Contractor's violation of WIOA and related laws, regulations, guidance and directives, the MCWDB may also seek to impose administrative sanctions such as, but not limited to, a bar on Contractor's future receipt of WIOA funds and/or a bar on Contractor's future provision of WIOA program services.
- (2) The MCWDB may, in its sole discretion, afford Contractor the opportunity to take corrective action prior to terminating this Agreement and/or pursuing legal remedies/administrative sanctions.

All notices of termination must be in writing and be delivered personally or by deposit in the U.S. Mail postage prepaid, "Certified Mail-Return Receipt Requested," and will be deemed to have been given at the time of personal delivery or of the date of postmark by the U.S. Postal Service.

Notices to the MCWDB will be addressed to:

Executive Director
Workforce Development Board (MCWDB)
344 Salinas Street, Suite 101
Salinas, CA 93901

Notices to Contractor will be addressed to:

Melissa Jankans, Chief Administrative Officer
Launchpad Careers, Inc.
4199 Campus Drive, Suite 550
Irvine, CA 92612

17. RECORDS MAINTENANCE & RETENTION

- a. If participants are served under this AGREEMENT, Contractor will use CalJOBS <https://www.caljobs.ca.gov>, online case management systems as prescribed by the County of Monterey.
- b. Contractor will 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, Contractor will retain the records until the resolution of such litigation or audit. (Refer to Uniform Guidance, Subpart D, Part 200.333-200.337.)
- c. The MCWDB, the State of California, and/or the U.S. DOL, or their designee (refer to Uniform Guidance, Subpart F, Part 200.500-200.521) will have access to and right to examine, monitor and audit all records, documents, conditions and activities related to programs funded by this AGREEMENT. For purposes of this section, "access to" means that Contractor shall at all times maintain within the State of California a complete set of records and documents related to programs funded by this AGREEMENT. Contractor 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 the AGREEMENT. Contractor's performance under the terms and conditions herein

specified will be subject to an evaluation by the MCWDB of the adequacy of the services performed, timeliness of response and a general impression of the competency of Contractor's organization and its staff.

- d. Portable Document Format (PDF), electronic, machine readable information or paper documentation is allowed for the purpose of records maintenance and retention, as long as there are appropriate and reasonable internal controls in place to safeguard against any inappropriate alteration of records. (Reference Uniform Guidance 2 CFR 200.335 – Methods for Collection, Transmission and Storage of Information) To the extent possible, Contractors should use the Virtual Job Center and/or CalJOBS systems as prescribed by the MCWDB, as both a reporting and a case management tool.

18. AUDITS

- a. If Contractor expends \$750,000 or more in a year in federal funds, CONTRACTOR shall submit an audit report that conforms to the requirements of 2 CFR part 200, subpart F (Single Audit.) Funds may be set aside in Contractor's budget in an amount equal to MCWDB'S fair share of the Contractor's cost of an A-133 independent audit, if required.
- b. The audit report shall ascertain and determine that no services provided by the Contractor under this AGREEMENT are duplicative of services provided to another agency from which Contractor receives funding and are not being reimbursed from funding received from another agency.
- c. Contractor shall enter into an agreement with an outside auditor no later than sixty (60) days before the end of each Fiscal Year calling for the financial and compliance audit of the Fiscal Years that are covered by this AGREEMENT. The written agreement may be in the form of an engagement letter prepared by the auditor and approved by Contractor.
- d. The audit report must be completed and sent to the MCWDB within six months of the end of each Fiscal Year covered by this AGREEMENT. Acceptable forms include: (i) an original, bound copy signed by the certified public accountant responsible for the work, OR (ii) a protected document file format (.pdf) emailed from the certified public accountant. If this AGREEMENT expires or is terminated on a date that occurs after the period covered by the foregoing audit, the Contractor shall deliver an audit report within two hundred and fifty (250) days after the expiration or termination of this AGREEMENT auditing the period not covered by the prior audit.
- e. Should Contractor not enter into an agreement with an outside auditor or should an audit not be performed on a timely basis, the MCWDB, at its discretion, may enter into an agreement with an independent auditor to perform the audit at Contractor's expense.
- f. The Contractor shall submit to the MCWDB copies of management letters the auditor prepares for the Contractor as part of the audit engagement.
- g. All audits must be performed by Certified Public Accountants currently certified and licensed to practice in the State of California. Contractor must have auditor's proof of current licensing on file in Contractor's office. Contractor must submit a copy of the auditor's certification to practice in California to the MCWDB.
- h. Contractor will maintain and make available to auditors, at all levels, accounting and program records including supporting source documentation and cooperate with all auditors. Contractor must follow the audit requirements (single audit or program-specific audit requirement) of Uniform Guidance 2 CFR, Part 200 and DOL Exceptions 2 CFR Part 2900.
- i. Auditors performing monitoring or audits of Contractor will immediately report to the MCWDB any

incidents of fraud, abuse or other criminal activity in relation to this AGREEMENT, the WIOA or its regulations.

19. DISALLOWED COSTS

- a. Except to the extent that the State determines it will assume liability, Contractor will be liable for and will repay the MCWDB, any sums expended under this AGREEMENT found not to be in compliance with the WIOA including, but not limited to, disallowed costs. Such repayment will be from funds (Non-Federal), other than those received under the WIOA. Payment of any disallowed costs must be made within 30 days of notification of the disallowed costs, unless otherwise specified by the MCWDB.
- b. Contractor shall be notified of all final determinations made by the MCWDB regarding audit reports, independent monitoring reports, and MCWDB administrative findings by a final determination letter.
- c. If Contractor fails to refund any disallowed cost within 30 days, the MCWDB may, at its sole discretion, terminate any and all AGREEMENTs with Contractor effective immediately thereon.

20. CONFLICTS

- a. Contractor will cooperate in the resolution of any conflict with the MCWDB that may occur from the activities funded under this AGREEMENT.
- b. In the event of a dispute between the MCWDB and Contractor over any part of this AGREEMENT, the dispute may be submitted to non-binding arbitration upon the consent of both the MCWDB and Contractor. An election for arbitration pursuant to this provision will not preclude either party from pursuing any remedy for relief otherwise available.

21. PROPERTY

- a. The Federal Government reserves a paid-up, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use for federal purposes: the copyright in all products developed under the grant, including a subgrant or contract under the grant or subgrant; and any rights of copyright to which the grant award recipient, subrecipient or a contractor purchases ownership under an award (including but not limited to curricula, training models, technical assistance products, and any related materials). Such uses include, but are not limited to, the right to modify and distribute such products worldwide by any means, electronically or otherwise.

- (1) Federal funds may not be used to pay any royalty or license fee for use of a copyrighted work, or the cost of acquiring by purchase a copyright in a work, where the DOL/ETA has a license or rights of free use in such work, although they may be used to pay costs for obtaining a copy which is limited to the developer/seller costs of copying and shipping.
- (2) If revenues are generated by selling products developed with grant funds, including intellectual property, these revenues are considered as program income. Program income must be used in accordance with the provisions of this grant award and 2 CFR 200.307.
- (3) The following language must be on all workforce products developed in whole or in part with grant funds:

“This workforce product was funded by a grant awarded by the U.S. Department of Labor (DOL)’s Employment and Training Administration. The product was created by the recipient and does not necessarily reflect the official position of DOL/ETA. DOL/ETA makes no guarantees, warranties, or assurances of any kind, express or

implied, with respect to such information, including any information on linked sites and including, but not limited to, accuracy of the information or its completeness, timeliness, usefulness, adequacy, continued availability, or ownership. This product is copyrighted by the institution that created it."

- (4) Additionally, pursuant to 2 CFR 2900.13, Intellectual Property developed under this subgrant will be licensed under a Creative Commons Attribution license, which allows subsequent users to copy, distribute, transmit and adapt the copyrighted work and requires such users to attribute the work in the manner specified by the Pass-through Entity.
 - (5) If the Federal award meets the definition of "funding agreement" under [37 CFR § 401.2](#) (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of [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. All property, whether finished or unfinished documents, data, studies and reports prepared or purchased by Contractor under this AGREEMENT, will be disposed of in accordance with the direction of the MCWDB. In addition, any tools and/or equipment furnished to Contractor by the MCWDB and/or purchased by Contractor with funds pursuant to this AGREEMENT, will be limited to the use within the activities outlined in this AGREEMENT and will remain the property of the DOL and/or the MCWDB. Upon termination of this AGREEMENT, Contractor will immediately return such tools and/or equipment to the MCWDB or dispose of them as prescribed by the MCWDB.
 - c. All non-expendable property acquired with program funds provided, in whole or in part, under this AGREEMENT shall become property of the MCWDB at the time of acquisition and shall be returned to the MCWDB upon termination of the AGREEMENT and completion of the program or at such time as the MCWDB makes a request for such property. Non-expendable property is defined as property which will not be consumed or lose its identity during the AGREEMENT term, has a unit value in excess of \$1,000 at the time of purchase, and is expected to have a useful life of one year or more.
 - d. Contractor shall obtain advance written approval of MCWDB for purchase of any non-expendable equipment having a unit purchase price of \$1,000 or more, and use expectancy in excess of one year.
 - e. Property records for non-expendable property shall be accurately maintained by Contractor and shall reflect the following:
 - (1) a description of the property;
 - (2) acquisition date and costs;
 - (3) supplier; and
 - (4) percentage of the cost of the property purchased with funds from this AGREEMENT.
 - f. Contractor shall insure that adequate safeguards are provided to prevent loss, damage or theft of the property. In the case of all suspected thefts and if there is any possibility of a criminal cause of the loss or damage, Contractor shall report the loss, damage, or theft to the police, unless the possible crime occurred in another jurisdiction, in which case Contractor shall report it to the law enforcement authorities with that jurisdiction and Contractor shall provide a copy of the law enforcement report to the MCWDB.

22. CONFIDENTIALITY REQUIREMENTS

The MCWDB and Contractor will exchange various kinds of information pursuant to this AGREEMENT. That information will include data, applications, program files, and databases. These data and information are confidential when they define an individual or an employing unit. 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 County of Monterey, State of California EDD, 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 Department of Alcohol and Drug Programs.

The MCWDB and Contractor agree that:

- a. Each party must recognize and safeguard personally identifiable information (PII) and information designated as sensitive in accordance with Uniform Guidance 2 CFR 200.303 – Safeguarding Personally Identifiable Information, except where disclosure is allowed by prior written approval of the Grant Officer or by court order. Contractor must take reasonable measures to safeguard protected PII, as well as any information that the MCWDB designates as sensitive. Both Contractor and the MCWDB must meet the requirements in Training and Employment Guidance letter (TEGL) 39-11, Guidance on the Handling and Protection of Personally Identifiable Information, located at http://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=7872.
- b. Each party shall keep all information that is exchanged between them in the strictest confidence and make sure information available to their respective employees is only on a “need-to-know” basis.
- c. Each party shall provide security sufficient to ensure 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. Contractor agrees that information obtained under this AGREEMENT will not be reproduced, published, sold or released in original or in any other form for any purpose other than those specifically identified in this AGREEMENT.
 - (1) Aggregate Summaries: All reports and/or publications developed by Contractor based on data obtained under this AGREEMENT shall contain confidential data in aggregated or statistical summary form only. “Aggregated” refers to a data output that does not allow identification of an individual or employer unit.
 - (2) Publication: Prior to publication, Contractor shall carefully analyze aggregated data outputs to ensure the identity of individuals and/or employer units cannot be inferred pursuant to Unemployment Insurance Code Section 1094(c). Personal identifiers must be removed. Geographic identifiers should be specified only in large areas and as needed, and variables should be recorded in order to protect confidentiality.
 - (3) Minimum Data Cell Size: The minimum data cell size or derivation thereof shall be three participants for any data table released to outside parties or to the public.
- e. Each party agrees that no disaggregate data, identifying individuals or employers, shall be

released to outside parties or the public.

- f. Contractor shall notify the MCWDB of any actual or attempted information security incidents, within 24 hours of initial detection, by telephone at (831) 759-6644 or (831) 796-6434. Information security incidents include, but are not limited to, any event (intentional or unintentional), that causes the loss, damage, or destruction, or unauthorized access, use, modification, or disclosure of information assets. Contractor shall cooperate with the MCWDB in any investigation of security incidents. The system or device affected by an information security incident and containing confidential data obtained in the administration of this program shall be immediately removed from operation upon confidential data exposure or a known security breach. It shall remain removed from operation until correction and mitigation measures are applied. If Contractor learns of a breach in the security of the system which contains confidential data obtained under this AGREEMENT, then Contractor must provide notification to individuals pursuant to Civil Code Section 1798.82.
- g. Contractor shall provide for the management and control of physical access to information assets (including personal computer systems, computer terminals, mobile computing devices, and various electronic storage media) used in performance of this AGREEMENT. This shall include, but is not limited to, security measures to physically protect data, systems, and workstations from unauthorized access and malicious activity; the prevention, detection, and suppression of fires; and the prevention, detection, and minimization of water damage.
- h. At no time will confidential data obtained pursuant to this AGREEMENT be placed on a mobile computing device or on any form of removable electronic storage media of any kind unless the data are fully encrypted.
- i. Each party shall provide its employees with access to confidential information with written instructions fully disclosing and explaining the penalties for unauthorized use or disclosure of confidential information found in Section 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.
- j. Each party 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.
- k. Each party shall promptly return to the other party confidential information when its use ends, or destroy the confidential information utilizing an approved method of destroying confidential information: shredding, burning, or certified or witnessed destruction. Magnetic media are to be degaussed or returned to the other party.
- l. If the MCWDB or Contractor enters into an AGREEMENT with a third-party to provide WIOA services, the MCWDB and Contractor agree 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 Contractors, or employees.
- m. Contractor may, in its program operations, allow an individual to register for resume-distribution services at the same time the individual enrolls in the Virtual Job Center or CaJOBS. Contractor shall ensure that it and all subcontractors comply with the confidentiality requirements of this AGREEMENT and any other terms of this AGREEMENT that may be applicable. In addition, the following requirements must be adhered to by Contractor and its subcontractors:

- (1) All client information submitted over the Internet to Contractor and/or subcontractor(s) databases must be protected, at a minimum, by 128-bit Secure Socket Layer (SSL) encryption. Client's social security numbers must be stored in a separate database within Contractor and/or subcontractor(s) network of servers, and protected by a firewall and a secondary database server firewall or AES1 data encryption. If a Contractor and/or subcontractor(s) obtain confidential information, the AGREEMENT between Contractor and its subcontractor(s) must specifically state the purpose for the data collection and the term of records retention must be stated, and directly related, to the purpose and use of the information. In accordance with Uniform Guidance 2 CFR Part 200 and DOL Exceptions 2 CFR Part 2900, social security numbers and other client specific information shall not be retained for more than three years after a client completes services. Contractor and/or subcontractor(s) should extend this period, only if any litigation, claim, negotiation, audit, or other action involving the records has been started before the end of the three-year retention period. In this case, the records should be maintained until completion of the action and resolution of all issues arising from it, or until the close of the three-year retention period, whichever is later.
 - (2) Client information (personal information that identifies a client such as name and social security number) and/or demographic information of a client (such as wage history, address, and previous employment) shall not be used as a basis for commercial solicitation during the time the client or agency is using Contractor and/or subcontractor(s) services. Client information and/or demographic information shall not be used for any purposes other than those specific program purposes set forth in Contractor and subcontractor(s) AGREEMENT scope of services.
 - (3) Contractor must give an America's Job Center of California (Job Center) or One-Stop Career Center (One-Stop) client the option to use the Job Center or One-Stop services, including Virtual Job Center or CalJOBS, even if he or she chooses not to use any services of Contractor and/or subcontractor(s). This option shall be prominently, clearly, and immediately communicated to the client upon registration within the Job Center or One-Stop for the Virtual Job Center or CalJOBS. This obligation applies even if Contractor's and/or subcontractor's resume-distribution services, or any other services are offered to the client.
 - (4) Contractor and/or subcontractor(s) must clearly disclose all of its potential and intended uses of the client's personal and/or demographic information for the services the client seeks and for any other services Contractor and/or subcontractor(s) offers. Contractor and/or subcontractor(s) shall not use a client's personal and/or demographic information without the client's prior permission. A link to Contractor and/or subcontractor(s) privacy policy shall appear prominently on the registration screens that list the potential and intended uses of the client's personal and/or demographic information.
 - (5) When the MCWDB modifies State automated systems such as the CalJOBS or VOS systems, it shall provide reasonable notice of such changes to Contractor and/or subcontractor(s). Contractor shall be responsible to communicate such changes to its subcontractor(s) in the local area.
- n. Each party shall designate an employee who shall be responsible for overall security and confidentiality of its data and information systems and each party shall notify the other of any changes in that designation.

EXHIBIT D

AUTO INSURANCE MODIFICATION

Customer Relations Management Application Development and Subscription Services
November 1, 2022 through October 31, 2023

I. Business automobile liability insurance:

Auto Liability Modification: Contractor Launchpad Careers, Inc. is providing application development and subscription services and will not be using vehicles for any aspect of this agreement. The WDB, the County, and Contractor agree that contractor's performance under this agreement is limited to CRM development and subscription services. In reliance thereon, the automobile liability insurance is not required and the Additional Insured, Primary and Non-contributory endorsement requirement is waived.