

Services Agreement

This Services Agreement (this “**Agreement**”) sets forth an agreement between WorkSource Atlanta, WorkSource Cobb, WorkSource DeKalb, WorkSource Fulton, and WorkSource Atlanta Regional (hereinafter referred to as “**WorkSource Metro Atlanta**”) and CareerRise Inc., a Georgia nonprofit corporation (“**CareerRise**”), (hereinafter referred to as the “**Contractor**”). WorkSource Metro Atlanta and the Contractor may hereinafter be collectively referred to as the “**Parties**,” or individually as a “**Party**.”

Recitals:

WHEREAS, the Contractor will render certain professional services and/or consulting services to WorkSource Metro Atlanta as contemplated in this Agreement.

NOW THEREFORE, WorkSource Metro Atlanta and the Contractor mutually agree as follows:

1. SCOPE OF SERVICES

During the Term (as defined below), the Contractor shall perform all of the services (the “Services”) in connection with the completion of the projects described in certain Statements of Work (the “Statement of Work” or “SOW”), which shall become subject to and made a part of this Agreement when signed by both Parties. The Statements of Work shall be in the form of the Statement of Work attached hereto as Exhibit A or as otherwise designated by WorkSource Metro Atlanta, and each Statement of Work is incorporated herein by this reference. The Services shall be performed in accordance with the applicable Statement of Work.

2. TERM OF SERVICE

The Term of Service for this Agreement shall commence on July 1, 2024 through June 30, 2025, with three (3) renewal options ending June 30, 2028 and may be terminated by either Party pursuant to the terms of Paragraph 12 (the “**Term**”). This Agreement can be renewed by mutual written agreement of the Parties.

3. RELATIONSHIP OF PARTIES

It is agreed that the Contractor’s Services are made available to WorkSource Metro Atlanta on the basis that the Contractor shall retain individual professional status as an

independent contractor to WorkSource Metro Atlanta. The Contractor shall use the Contractor's own discretion in performing the tasks assigned, subject to the general direction of WorkSource Metro Atlanta and subject to the express condition that the Contractor shall, at all times, comply with applicable law.

- A. The Contractor acknowledges and agrees on obligation to report income and pay all applicable taxes on all compensation received from WorkSource Metro Atlanta under this contract.

4. COMPENSATION AND REIMBURSEMENT

- A. WorkSource Metro Atlanta agrees to pay the Contractor in accordance with the applicable Statement of Work.
- B. The Contractor will invoice WorkSource Metro Atlanta for work completed along with providing an invoice with EIN, invoice number, amount, date, time and expense detail, and a cumulative figure from the previous period. Invoices should be directed via email or mail to:

WorkSource Atlanta
818 Pollard Blvd SW
Atlanta, GA 30315
Email: angel.nguyen@atlantaga.gov

WorkSource Atlanta Regional
229 Peachtree St #100
Atlanta, GA 30303
Email: hbrathwaite@atlantaregional.org

WorkSource Cobb/CobbWorks
463 Commerce Park Dr SE #100
Marietta, GA 30060
Email: accountspayable@cobbworks.org

WorkSource Dekalb
774 Jordan Ln bldg 4,
Decatur, GA 30033
Email: wdsfinance@dekalbcountyga.gov

WorkSource Fulton
5600 Stonewall Tell Rd.
College Park, Georgia 30349
Email: accounts.payable@fultoncountyga.gov and
tonya.grullon@fultoncountyga.gov

- C. It is the responsibility of the Contractor to maintain records and receipts to support the deduction for actual expenses declared on the Contractor's income tax returns.

5. CONFIDENTIAL INFORMATION

- A. The Contractor shall not disclose any reports, recommendations, conclusions, or other results of the Services or the existence of the subject matter of this contract without prior written consent of WorkSource Metro Atlanta.
- B. **"Confidential Information"** shall mean that information (i) disclosed to the Contractor by WorkSource Metro Atlanta in connection with, and during the Term; and (ii) related to WorkSource Metro Atlanta's past, present, and future grant cycles. **"Confidential Information"** shall not mean any information which is previously known to the Contractor without obligation or confidence, or without breach of this Agreement, which is publicly disclosed either prior or subsequent to the Contractor's receipt of such information, or which is rightfully received by the Contractor from a third party without obligation of confidence.
- C. For a period of two (2) years, the Contractor agrees to hold all such Confidential Information in trust and confidence for WorkSource Metro Atlanta and not to use such Confidential Information other than for the benefit of WorkSource Metro Atlanta.
- D. Parties agree to make reasonable efforts to participate in record keeping and reporting procedures developed by WorkSource Metro Atlanta for the purpose of completing eligibility and suitability screening. Parties agree that the collection, use, and disclosure of customers' records will be subjected to the following:
- Each Party will ensure that access to software systems and files under its control that contain personal and/or confidential information will be limited to authorized members of their staff.
 - Job Seeker information will be properly secured in accordance with confidentiality expectations, safeguarding private information.
 - The collection, use, and disclosure as defined under HIPPA, shall comply with

HIPPA and applicable State privacy laws.

- Each party will comply with the agreed upon Release of Information standards and procedures.
- Job Seeker data may be shared with other programs for those programs' purposes, within the WorkSource Metro Atlanta and Westside Works network only after the informed written consent of the individual has been obtained, where required.
- Job Seeker data will be kept confidential, consistent with Federal and State privacy laws and regulations.
- Each Party expressly agrees to take measures to ensure that no personal or confidential information is accessible by unauthorized individuals.

6. PROPRIETARY RIGHTS

Neither the Contractor nor any of its associates shall remove any WorkSource Metro Atlanta property from WorkSource Metro Atlanta's premises without the prior written consent of WorkSource Metro Atlanta. The Contractor shall perform all lawful acts requested by WorkSource Metro Atlanta, to protect WorkSource Metro Atlanta's title therein and where applicable, to enable WorkSource Metro Atlanta or its nominees to obtain and maintain copyright, patent, or other legal protection therefore anywhere in the world.

7. INTELLECTUAL PROPERTY

To the extent the Services result in the production of any deliverables and unless otherwise excepted in an applicable SOW, the Contractor hereby assigns to WorkSource Metro Atlanta (a) all of its ownership, right, title, and interest in and to all such deliverables, including, without limitation, all copyrights, patents, rights in mask works, trademarks, trade secrets, other intellectual property rights, and all other rights that may hereafter be vested relating to deliverables; (b) all goodwill associated therewith; and (c) all benefits, privileges, causes of action, and remedies related to any of the foregoing, whether before or hereafter accrued. If the foregoing does not provide WorkSource Metro Atlanta with full ownership, right, title, and interest in and to the deliverables, the Contractor hereby grants WorkSource Metro Atlanta's a perpetual, revocable, fully paid-up, royalty-free, worldwide license and right to reproduce, create derivative works from, distribute, publicly display, publicly perform, use, make, have made, offer for sale, sell, or otherwise dispose of the deliverables with the right to sublicense each and every such right. The Contractor shall, at its own cost and expense, execute any documents and perform any other actions reasonably necessary to

effectuate the foregoing.

8. MAINTENANCE OF RECORDS

The Contractor shall keep and maintain complete and accurate records of all financial transactions arising out of this Agreement, including, without limitation, all payments and adjustments to work performed under any SOW (the “**Records**”) during the Term and for two years thereafter. The Contractor shall, within 10 business days of a written request from WorkSource Metro Atlanta, provide WorkSource Metro Atlanta with copies of the requested Records.

9. WARRANTIES

- A. The Contractor represents and warrants that he/she/it is under no obligation or restriction, nor will the Contractor assume any such obligation or restriction which would in any way interfere or be inconsistent with or present a conflict of interest.
- B. In providing Services under this Agreement, the Contractor understands that WorkSource Metro Atlanta does not wish to receive from the Contractor any information which may be considered confidential and/or proprietary to the Contractor and/or to any third party.
- C. The Contractor warrants that it will perform under the Agreement in a professional and workmanlike manner.
- D. Each Party represents and warrants to the other Party that the Services will not involve the exchange, storage, transmission, processing, or transformation of any “personally identifiable information” (PII) as such term is defined by federal law or regulation, including, without limitation, 45 CFR 164.501. If any PII is inadvertently exchanged, the Party receiving such PII will immediately notify the other Party and return or destroy same in a secure manner.

10. INDEPENDENT CONTRACTOR

- A. Such work as the Contractor under this Agreement shall be rendered in its capacity as an independent contractor and the Contractor acknowledges that it shall not, by reason of this Agreement or performance of Services under this Agreement, be considered an employee of WorkSource Metro Atlanta or entitled to any benefits.

B. The Contractor has no authority to act on behalf of or enter into any contract or incur any liability on behalf of WorkSource Metro Atlanta.

11. COMPLIANCE WITH LAWS

The Contractor agrees to comply with all applicable Federal, State, and local laws, rules and regulations that are now effective or in the future become applicable to the Contractor's business, equipment, and personnel engaged in work covered by this Agreement or occurring out of the performance of the Services.

12. TERMINATION

Either Party may terminate this Agreement for any reason upon written notice to the other Party setting out the date of termination and the anticipated date by which any outstanding work will be completed. If the Agreement is terminated by WorkSource Metro Atlanta, WorkSource Metro Atlanta will pay the Contractor for any Services scheduled and completed prior to termination. If the Agreement is terminated by the Contractor, the Contractor will complete any Services scheduled and agreed upon by the Contractor before termination, and WorkSource Metro Atlanta will pay the Contractor for same. Without limiting any of the foregoing, if no SOW is in effect for a continuous 120 day period, this Agreement will automatically terminate.

13. SOLE AGREEMENT

This Agreement shall supersede all prior agreements and understandings between the Parties representing the subject matter hereof. This Agreement may not be changed or terminated orally by or on behalf of either Party.

14. LIMITATION OF LIABILITY; INDEMNIFICATION

Except with respect to WorkSource Metro Atlanta 's payment of fees owed for work successfully completed by the Contractor, either Party's breach of its confidentiality obligations under Paragraph 5, the Contractor's indemnification obligations contained

in this Paragraph 14, the Contractor's compliance obligations under Paragraph 11, (a) in no event will either Party have any liability to the other Party for consequential, exemplary, special, indirect, incidental, punitive damages, costs, or losses, lost profits, or opportunity costs, whether in contract, tort, negligence, strict liability, or otherwise, even if the other Party has been advised of the possibility of such damages; and (b) each Party's total liability for any reason and upon any cause of action, including, without limitation, breach of contract, negligence, strict liability, misrepresentations, and other torts, is limited to the total amount of fees paid or payable by WorkSource Metro Atlanta to the Contractor in the six-month period preceding the event or circumstance giving rise to such liability. To the extent allowable under Georgia law, the Contractor shall indemnify, save, defend, and hold WorkSource Metro Atlanta harmless from and against (a) all claims arising in favor of any person, firm, or corporation on account of personal injury or property damage in any way resulting from the acts of the Contractor; and (b) all claims alleging that any deliverables created by the Contractor infringe, misappropriate, or otherwise violate any third-party intellectual property or proprietary rights.

15. INSURANCE

The Contractor shall be responsible for providing its own statutory workers' compensation commercial liability and automobile liability insurance.

16. AMENDMENT AND WAIVER

This Agreement may not be amended except by a written instrument signed by the Parties hereto. Any covenant, condition, or consideration in this Agreement may be waived or any breach thereof may be excused only by a writing signed by the Parties entitled to the benefits thereof or remedies therefore.

17. ASSIGNMENT

Neither Party shall assign this Agreement to another without the prior written consent of the other Party; however, WorkSource Metro Atlanta may assign this Agreement to a successor in ownership of all or substantially all of its business assets, provided that such successor shall expressly assume in writing the obligation to perform in accordance with the terms and conditions of this Agreement. Any other purported assignment shall be void.

18. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed an

original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[Signature page follows.]

Agreed To:

CareerRise Inc.

WorkSource Metro Atlanta

WorkSource Cobb

By: _____

By: _____

Name: John Helton

Name: _____

Title: President and CEO

Title: _____

Date: _____

Date: _____

WorkSource Metro Atlanta

WorkSource Metro Atlanta

WorkSource Atlanta

WorkSource Dekalb

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

WorkSource Metro Atlanta

WorkSource Metro Atlanta

WorkSource Atlanta Regional

WorkSource Fulton

By: _____

By: _____

Name: _____

Name: Brett Lacy

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit A
Statement of Work

Services Performed by:

CareerRise
261 Joseph E Lowery Blvd NW, Atlanta, GA 30313
Invoices@careerriseatlanta.org

Services Performed for:

WorkSource Metro Atlanta – WIOA Region Three composed of the following local areas:

WorkSource Atlanta
Sonia Westmoreland, Executive Director
818 Pollard Blvd SW, Atlanta, GA 30315

WorkSource Atlanta Regional
Rob LeBeau, Executive Director
229 Peachtree St #100, Atlanta, GA 30303

WorkSource Cobb
Sonya Grant, President and CEO
463 Commerce Park Dr SE #100, Marietta, GA 30060

WorkSource Dekalb
Robert Davis, Executive Director
774 Jordan Ln bldg 4, Decatur, GA 30033

WorkSource Fulton
Brett Lacy, Executive Director
7741 Roswell Road, Suite 205, Sandy Springs, GA 30350

1. **Scope.** This Statement of Work supplements the Services Agreement with respect to the provision of certain services, described below, by the Contractor to CareerRise and is expressly incorporated into and made a part of the Services Agreement. Capitalized terms used in this Statement of Work shall have the meanings ascribed to them in the Services Agreement, unless defined herein. In the event of any conflict between this Statement of Work and the Services Agreement, this Statement of Work shall control.

2. **Description of Services.** The Contractor agrees to provide the following services (“Services”):

CareerRise, spearheading the Westside Works initiative, will collaborate with WorkSource offices to create a model to create centralized approach for WIOA access by employing a dedicated Resource Coordinator at Westside Works to execute a spectrum of WIOA program activities. To do this CareerRise will be responsible for the following:

- CareerRise will employ an approved Resource Coordinator, with Metro WorkSource offices contributing 50% of salary and benefit based on customer projections per office.

- CareerRise will share program observations and outcomes with directors monthly to continuously evolve the role, evaluate community impact, and ROI.
- CareerRise will provide bi-annual invoicing (April and October) at 50% of total annual allocation to each workforce board as defined in Section 3, "Fees."

WorkSource Metro Atlanta will be responsible for the following:

- The WorkSource Metro Atlanta Teams are responsible for supporting the Resource Coordinator onboarding and understanding of WIOA client services; facilitating access to and training on WIOA's CRM for client eligibility and suitability screening processes; designating a team liaison and supervisor for each Metro office to coordinate monthly workforce activities, including voucher assignments for eligible WIOA clients and enrollment into specialized programs or grant-funded initiatives.

3. Duration of Services. The Services shall be provided within the following time period: July 1, 2024 through June 30, 2025, with three (3) renewal options ending June 30, 2028.

4. Fees. The following fees shall be charged for the Services (including the hourly rate, where applicable): The total value of this contract is \$40,000.00. CareerRise will provide bi-annual invoicing (April and October) at 50% of total annual allocation to each workforce board as defined in the below table.

WDB	WW Customer Volume (Actual)	WW Customer Volume (%)	Total Employee Salary Allocation (Annual Contribution per WDB)	CareerRise Match
ARC	367	24%	\$ 9,452.67	\$ 9,452.67
Cobb	67	4%	\$ 1,725.69	\$ 1,725.69
COA	549	35%	\$ 14,140.37	\$ 14,140.37
Fulton	400	26%	\$ 10,302.64	\$ 10,302.64
DeKalb	170	11%	\$ 4,378.62	\$ 4,378.62
		Total	\$40,000.00	\$40,000.00

5. Additional Services. The parties acknowledge and agree that any additional services to be performed by the Contractor, including, without limitation, extension of the description or duration of the Services identified above, shall require CareerRise and the Contractor to execute a separate written statement of work or agreement.

[Signature page follows.]

Agreed To:

CareerRise Inc.

By: _____

Name: John Helton
Title: President and CEO

Date: _____

WorkSource Metro Atlanta

WorkSource Cobb

By: _____

Name: _____

Title: _____

Date: _____

WorkSource Metro Atlanta

WorkSource Atlanta

By: _____

Name: _____

Title: _____

Date: _____

WorkSource Metro Atlanta

WorkSource Dekalb

By: _____

Name: _____

Title: _____

Date: _____

WorkSource Metro Atlanta
WorkSource Atlanta Regional

By: _____

Name: _____

Title: _____

Date: _____

WorkSource Metro Atlanta
WorkSource Fulton

By: _____

Name: _____

Title: _____

Date: _____