



Service Agreement: San Bernardino County Workforce Development Department Anthem Foundation – Homeless Transitional Employment Program

I. Background

The Anthem Blue Cross Foundation, LLC has awarded the California Workforce Association Foundation a grant in the amount of \$147,000 for the Homeless Transitional Employment Program (HTEP). Specifically, this grant will help fund the testing of strategies for the placement and retention of homeless/housing precariat individuals in jobs in the next year in San Bernardino County.

II. Parties to Agreement

This Agreement is between the California Workforce Association located at 1107 9th Street, Suite 650, Sacramento CA, 95814, hereinafter referred to as **CWA**, and San Bernardino County, through its Workforce Development Department located at 290 N. D Street, Suite #600, San Bernardino, CA 92415, hereinafter referred to as **WDD**.

III. Term of Contract

This Agreement shall commence March 1, 2022 and shall terminate February 28, 2023.

IV. Scope of Services and Statement of Work Tasks

WDD responsibilities:

1. Provide participant services under HTEP
 - A. Task 1: Identify participants providing them services and employing interventions to assist participants through the program; possible interventions include OJTs, supportive services, and/or any other strategy deemed appropriate
 - Deliverable(s): HTEP participants identified, case managed, and funded services and/or other targeted interventions provided
2. Work with CWA and local program partners to track HTEP outcomes and inform content for CWA Interim Report to be presented to Anthem Foundation in July 2021
 - A. Task 2: Provide description for each participant of employment histories, goals, and strategies being undertaken
 - Deliverable(s): Participant profiles created and submitted to CWA

- B. Task 3: Track outcomes and grant metrics on a bi-monthly basis working with program staff and partner organizations to suggest new strategies or interventions as required; track outcomes
 - Deliverable(s): Participate in bi-monthly meetings with CWA to provide updates on grant metrics and progress
 - C. Task 4: Provide input on interim report and findings from CWA research into other homeless employment efforts in California
 - Deliverable(s): Interim Report reviewed and feedback provided; CWA research reviewed and feedback provided
3. WDD will invoice CWA by the schedule below and as described in Section VI.

Invoice Content	Frequency	Amount
Progress/Completion Task 1 Deliverable(s)	Monthly	At-Cost Based on Activity
Progress/Completion Task 2 Deliverable(s)	Monthly	At-Cost Based on Activity
Progress/Completion Task 3 Deliverable(s)	Monthly	At-Cost Based on Activity
Progress/Completion Task 4 Deliverable(s)	Monthly	At-Cost Based on Activity
Total		\$87,000.00

CWA responsibilities:

1. Partner with WDD on final program design to meet Anthem’s goals and WDD’s goals, including identification of participants, services and strategies.
2. Partner with WDD to establish outcomes for Anthem project, and track outcomes on a bi-monthly basis.
3. Research other homeless employment efforts in California, to help develop Anthem program model.
4. Partner with WDD to identify additional resources from private foundations and state-level government funds to sustain and expand WDD’s program.
5. CWA will issue payment to WDD following submission of a proper invoice as detailed in the payment schedule above and Section VI below.

V. Professional Services Fee

CWA agrees to pay WDD a sum not to exceed eighty-seven thousand (\$87,000.00) dollars for completion of Scope of Services listed in Section IV (The Fee). Payment will be issued following receipt of a proper invoice from WDD as detailed in Section VI. The Fee is inclusive of services rendered in addition to WDD travel and other expenses incurred in executing the Scope of Services agreed upon by CWA and WDD.

Payment subject to the availability Grantor funds and the term of this Agreement as defined in Section III. Payment to WDD will be issued within thirty (30) days of CWA receiving associated Grantor funds.

VI. Invoicing

Invoice will detail work performed related to the deliverable item(s) under Section IV. Detailed invoices will include the following: Date, Invoice number, description of service, itemized costs and, if applicable, supporting documentation.

VII. Indemnification

WDD assumes full liability for their actions under this Agreement. WDD shall hold harmless, defend and indemnify CWA, its agents, and employees from all claims for damages, including costs and attorney fees resulting in whole or in part from WDD's activities under this Agreement.

VIII. Termination (or Modification) for Convenience

Either party terminate this Agreement with thirty (30) days' notice in writing to the other party. If this occurs, WDD will be reimbursed a pro rata share of work performed. The Agreement may only be modified in a writing signed by both parties.

IX. Termination for Cause

CWA may, at any time, without advance notice to WDD, or payment of any compensation in lieu of notice, forthwith terminate WDD services for cause. The term "cause" means (i) a persistent breach of this Agreement by the WDD and continued failure by the WDD to mitigate/alleviate the breach within thirty (30) days following written notice by CWA; or (ii) the existence of factors such as malfeasance or gross negligence entitling CWA to terminate WDD at common law.

X. Equal Opportunity

CWA and WDD shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and WDDs take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, veteran status or disability.

XI. Debarment and Suspension

WDD certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, nor voluntarily excluded from entering into this Agreement by any federal agency or by any department, agency or political subdivision of the State of California. The term "principal" for purposes of this Agreement means an officer, director, owner, partner,

key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of WDD. WDD also further certifies that it has verified the suspension and debarment status for any of its subcontractors receiving funds under this contract and is solely responsible for any paybacks and or penalties that might arise from non-compliance.

XII. Rights to Inventions

If applicable, WDD shall disclose promptly and assign to CWA all rights, title, and interest in any invention or idea, patentable or not, made or conceived by the WDD during the term of this Agreement relating in any manner to this Agreement's scope as agreed upon by CWA and WDD, and shall do anything reasonably necessary to enable the CWA to secure a patent, copyright or any other intellectual property rights where appropriate. WDD retains intellectual property of its presentation and deliverables as noted in the scope of work Section IV.

XIII. Clean Air Act and Federal Water Pollution Act

As applicable to activities under this Agreement, WDD will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387). WDD agrees to report any violation to the USDA and the appropriate EPA Regional Office.

XIV. General Provisions

1. **Attorney's Fees and Costs.** If any legal action is instituted to enforce any Party's rights hereunder, each Party shall bear its own costs and attorney fees, regardless of who is the prevailing Party. This paragraph shall apply to those costs and attorney fees directly arising from a third-party legal action against a Party hereto and payable under Indemnification.
2. **Choice of Law.** This Agreement shall be governed by and construed according to the laws of the State of California.
3. **Informal Dispute Resolution.** In the event CWA determines that Service is unsatisfactory, or in the event of any other dispute, claim, question or disagreement arising from or relating to this Agreement or breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.
4. **Legality and Severability.** The Parties' actions under the Agreement shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. The provisions of this Agreement are specifically made severable. If a provision of the Agreement is terminated or held to be invalid, illegal or

unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect.

5. Relationship of the Parties. Nothing contained in this Agreement shall be construed as creating a joint venture, partnership, or employment arrangement between the Parties hereto, nor shall either Party have the right, power or authority to create an obligation or duty, expressed or implied, on behalf of the other Party hereto.
6. Venue. The parties acknowledge and agree that this Agreement was entered into and intended to be performed in San Bernardino County, California. The parties agree that the venue of any action or claim brought by any Party to this Agreement will be the Superior Court of California, San Bernardino County, San Bernardino District. Each Party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Agreement is brought by any third-Party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, San Bernardino County, San Bernardino District.

Entire Agreement. This Agreement, including all Exhibits and other attachments, which are attached hereto and incorporated by reference, and other documents incorporated herein, represents the final, complete and exclusive agreement between the parties hereto. Any prior agreement, promises, negotiations or representations relating to the subject matter of this Agreement not expressly set forth herein are of no force or effect. This Agreement is executed without reliance upon any promise, warranty or representation by any Party or any representative of any Party other than those expressly contained herein. Each Party has carefully read this Agreement and signs the same of its own free will. The Parties agree that this Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which together shall constitute one and the same instrument, and that a photocopy or facsimile may serve as an original. If this Agreement is executed in counterparts, no signatory hereto shall be bound until both the parties have fully executed a counterpart of this Agreement. The Parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF, or other email transmission), which signature shall be binding on the Party whose name is contained therein. Each Party providing an electronic signature agrees to promptly execute and deliver to the other Party an original signed Agreement upon request.

Signature page to follow

XV. Signatures

The parties agree to all terms and conditions of the Agreement by signing below:

Bob Lanter, Executive Director
California Workforce Association (CWA)

Date

Brad Gates, Interim Director
San Bernardino County Workforce Development Department (WDD)

Date