



**FLORIDA ENDOWMENT FOUNDATION FOR VOCATIONAL REHABILITATION  
ORGANIZATION GRANT AWARD CONTRACT**

This Contract is entered into this 11<sup>th</sup> day of July, 2016 between the **Florida Chamber Foundation** ("Organization") and the **Florida Endowment Foundation for Vocational Rehabilitation (dba The Able Trust)** ("Foundation") to set forth the terms and conditions upon which the Foundation shall award Grant #17-65 to the Organization.

Foundation states that its mission is to be a key leader in providing Floridians with disabilities with opportunities for successful employment, and one of the primary means of addressing that mission is to fund programs and projects that provide successful employment outcomes to people with disabilities. Foundation has selected Organization for funding because of the projected employment outcomes.

**I. Deliverables:**

- A. Organization acknowledges and agrees that the funds being awarded are intended to be applied to the project described in Attachment I - Project Description
- B. Organization shall use its best efforts to implement and complete the project described in Attachment I within 18 months of issuance of the first disbursement of funds from Foundation.
- C. Organization agrees to collect data on individuals served and provide that information to Foundation upon request, and at reporting intervals. Data will include accurate information on an individual's contact sources (address, email, texting numbers, etc.), employment status, name and place of employment, title of internship, wages paid, diagnosed disability, evaluation of internship impact and other job-related data unless prohibited by law.
- D. Progress reports shall be submitted by Organization to Foundation on the project as described in Attachment I. Reports will be delivered to Foundation at six and twelve month intervals after the date of the first disbursement of funds. Foundation may supply report forms for such purpose.
- E. Organization must sign and return contract within 90 days of presentation of contract by Foundation, or such Grant award shall be deemed withdrawn. Prior to disbursement of funds, this contract must be signed by both parties, and Organization must provide proof of existence of any additional funding which Organization identified as necessary for the success of the project.
- F. Organization shall begin the project described in Attachment I upon receipt of the first payment.
- G. Organization must recognize or reference Foundation in any marketing materials or public relations activities that are the direct result of this grant. Instructions regarding such recognition or reference are included in Attachment II.

- H. Organization will work with Foundation to assure individuals served by the grant award are aware of the Foundation's involvement and mission.

## II. Reporting requirements

- A. Organization is required to report outcomes at regular intervals during the term of the contract, as specified in section I (D) above. Failure to provide progress reports as requested will result in a delay of future payments, and may result in a reduction of the grant award.
- B. Organization shall provide a full listing of individuals served by the grant project, and employed as a result of the project, per section I(C) above. The listing shall be due 18 months after the first grant payment is made, or earlier as agreed by Organization and Foundation.
- C. Organization shall verify, in the regular reports, that grant funds are being applied in the specific manner and for the specific items and expenses as identified in Attachment III – Program Budget. Failure to use funds as specified in the project may result in a cancellation of this contract. At a minimum, failure to timely apply funds to the project will result in a delay of any subsequent payments.
- D. Organization shall report the name and provide resume' information on all individuals hired or assigned by Organization to implement the project within 15 days of start of Contract. If such individual(s) leave the project for any reason, Organization will inform Foundation within 15 business days, and use due diligence in replacing the staff member with a qualified replacement in the shortest time possible. Foundation must be notified of replacement staff within thirty days of hire date. Failure to maintain adequate active staff for the project will result in payment delays and possibly cancellation of the grant award.
- E. Organization will notify Foundation of any changes in Organization name, address, phone, fax, website URL, corporate affiliation or name of chief executive. This communication may be made by email.
- F. Organization will include in its progress reports verification of the distribution of communication materials to individuals served by this grant award. Organization may use materials as provided by Foundation.

## III. Payment and Terms

- A. Foundation agrees to provide \$110,000.00 to Organization as Grant # 17-65 subject to the terms and conditions as stated. The Foundation shall disburse the funds to the Organization as follows: The funds shall be delivered to the Organization in three disbursement(s). The first disbursement shall be in the amount of \$27,500.00 and will be delivered within 30 days after receipt of a fully executed contract. The second disbursement shall be in the amount of \$41,250.00 and will be paid by Foundation to Organization when the first intern is placed, provided all reporting requirements are satisfied. The third disbursement shall be in the amount of \$41,250.00 and will be paid by Foundation to Organization when the sixth intern is placed, provided all reporting requirements are satisfied. Provided, however, that Foundation shall not be required to make any disbursement of funds under this Contract unless and until Organization has complied with the requirements or conditions of this



Contract and unless all representations made by Organization herein are continuing, true and correct as of the date of any disbursements called for hereunder.

- B. Funds not verified as used at the conclusion of the grant period will be returned to Foundation, unless an extension has been granted by Foundation. Any extension will be at the sole discretion of Foundation, and will require an amendment to this Contract. No amendment or revision of the terms of this Contract will be valid unless in writing and signed by an authorized representative of each party. No temporary, occasional, or partial relief from strict compliance with this Contract agreed to by Foundation shall be construed or relied upon the Organization as grounds for any subsequent or further relief from strict compliance with the terms of this Contract.
- C. If the project as described in Attachment I should cease to be operational, Organization will inform Foundation immediately by telephone and letter from Organization leadership. Unused funds must be returned to Foundation, along with any tangible property with a value exceeding \$500. Property shall be returned at Organization's expense within 60 days of project cessation.
- D. Foundation may conduct an audit of the project described in Attachment I at any time during or after the completion of the project, which may include all records related to the project. The audit may also include Foundation directly contacting individuals and employers served by the project. Organization will make the Organization's files and records available to Foundation for a period of 3 years following the end of this 18 month grant. Any such audit will be scheduled with the Organization and the Organization will make Organization's applicable files and records available during its regular business hours.
- E. Foundation may perform on-site inspections of the project during regular business hours, and will provide reasonable notice prior to such inspections.
- F. If this Contract is terminated in accordance with Section III(C) above or Section VI, amounts to be returned to Foundation will be calculated at the rate of \$8,000 per intern not yet placed with an employer. The remaining Contract amount will remain with the Organization. Amounts to be returned to the Foundation will be deducted first from any payments not yet made to the Organization by the Foundation.

**IV. Insurance and Indemnification:** During the Contract, including any renewals and extensions, Organization will maintain, at its expense, insurance coverage of such types and with such terms and minimum limits as noted below. Evidence of such insurance that names the Foundation as an additional insured on the commercial general liability insurance policy will be provided to Foundation within 30 days of the effective date of the Contract. The following types of insurance are required.

- A. Commercial General Liability Insurance
- B. Workers' Compensation (100,000/100,000/500,000 as minimum limits)

Organization acknowledges and agrees that the project for which Granted Funds will be used has been developed and will be implemented solely by the Organization and solely for the Organization's benefit. Organization further acknowledges that there is no agreement between Organization and Foundation, its Board members or employees to share in any of the profits,

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proceeds or benefits of the proposed project. Organization also acknowledges that Organization is not an agent or employee of Foundation. Organization and Foundation mutually agree to indemnify and hold each other harmless, along with their respective Board members and employees from any and all cost, loss, damage or expense (including reasonable attorney's fees) which may occur by virtue of Organization's or Foundation's implementation of this project to the extent authorized by law and without waving any rights under the State of Florida Sovereign Immunity Statute, Chapter 768 F.S.

**V. Non-transferable clause:** This Contract is non-transferable by Organization unless agreed in writing by Foundation.

**VI. Termination**

A. In the event of a breach of any promise, representation, warranty or agreement made by Organization under this Contract or in Organization's Grant Application, or in the event that Foundation believes that Organization has not attempted to or cannot or will not complete the project described in its Grant Application, Foundation shall be released from any and all obligation to provide the Funds or any undelivered portion thereof to Organization. Upon any such occurrence, Foundation will be entitled to the immediate delivery of any unused Funds by Organization, as well as to the delivery of any personal property purchased with the Funds by Organization, and shall be entitled to pursue any other legal remedy available to it, including enforcing Section III.C resulting from Organization's breach of this Contract.

**VII. Jurisdiction:** This Contract shall be governed by the laws of the State of Florida, in Leon County.

Organization and Foundation accept the terms of this Contract by signing below. Organization and Foundation states it is authorized to enter into this Contract by the signature below. Any and all required approvals, consents, and corporate actions have been taken or obtained by Organization and Foundation to allow it to enter into and perform this Contract.

Organization is not otherwise affiliated with any person, partnership or other entity or organization which has received a grant from Foundation and which has not been disclosed in writing to Foundation by Organization.

ORGANIZATION

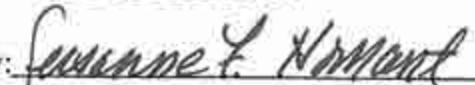
By: 

Printed Name: Antonio T. Carnajac

Title: EVP as agent for FL Chamber Fed

Date: 7/12/14

FOUNDATION

By: 

Printed Name: Susanne F. Hornant

Title: President / CEO

Date: 7/13/14



## Attachment I- Project Description

### Situational Analysis

Florida is home to a large, untapped workforce population that employers are overlooking. According to the Florida Chamber Foundation's recent study, *Quantifying the Unemployment Rate for Workers with Disabilities in Florida*, there are more than 1.13 million Floridians with disabilities between the ages of 16 and 65. Of those, 62.9 percent or more than 700,000 are currently not employed and may want to be part of Florida's workforce.

In looking at the issues that impact Florida's current workforce, the Florida Chamber Foundation and The Able Trust have developed an internship program to help businesses access this talent pool. Research has also shown that companies who offer internships to people with disabilities are more likely to overcome misperceptions associated with disabilities and hire within this population when filling future jobs. Matching talented interns with businesses throughout Florida will help meet the long-term goal of closing the gap on the unemployment rate of Floridians with disabilities.

Part of the successful growth of Florida's economy is access to all the talent in Florida and in creating a diverse and inclusive workforce. The Foundation will work with local chambers of commerce to identify businesses with an interest in hiring an intern with a disability and encourage businesses across Florida to create job opportunities for individuals with disabilities.

### Goals:

- To help Florida businesses engage confidently in the under-used talent pool of individuals with disabilities by aiding in the facilitation of internships specifically geared to provide real work experience to those individuals.
- To spread awareness for businesses to recognize persons with disabilities as an important segment of their future workforce.
- To Increase the long term employability of people with disabilities.
- To engage local chambers of commerce with the work that the Florida Chamber of Commerce and the Florida Chamber Foundation are doing.

### Objectives:

- I. Identify Partners
  - a. Identify at least 2 chambers of commerce, by August 31, 2016 (5 by September 30, 2016; 7 by November 30, 2016; 10 by January 31, 2017), who are willing to work with us to reach out to their businesses, through Federation calls, emails, and previous interest forms/conversations, and or other means.
  - b. Identify 2 businesses by August 31, 2016, (5 by November 30, 2016; 7 by March 31, 2016; 10 by May 31, 2017) that are interested in taking on an intern, through presentations at local chambers of commerce, conference calls and previous internship presentations by The Able Trust, and/or other means.
- II. Education
  - a. Educate businesses on why employing people with disabilities makes good business sense, through presentations at local chambers of commerce, conference calls and collateral marketing materials to be completed by May 31, 2017

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**Attachment II**



Keep These Instructions for future use in preparing brochures and other items about the funded project.

**The Able Trust™ Name, Logos and Taglines Requirements**

**Name, Logo and Tagline Usage Guidelines**

- The Able Trust name and logo is a registered trademark with the United States Patent and Trademark Office
- The name, logo and tagline may not be used without express written permission from The Able Trust
- The name, logo and tagline may not be used in a manner that would disparage The Able Trust
- The logo and tagline may not be distorted in perspective or appearance
- The logo and tagline must be used as provided by The Able Trust with no changes in color, design or removal or addition of any words or artwork
- To request an electronic version of The Able Trust logo or have draft materials approved by The Able Trust, contact Guenevere Crum, at 888.838.2253 or [guenevere@abletrust.org](mailto:guenevere@abletrust.org)

**The Able Trust Written Words Specifications & Requirements**

The Able Trust should always be written in the following format:

- "The Able Trust"
- Capitalize the "T" in The and the letters in lowercase following the A in Able.

The following is incorrect:

- the Able Trust
- the ABLE Trust

**The Able Trust Logo Specifications & Requirements**

**Pantone Color Specs**  
*For Press Printing*  
PMS280 = Pantone 661

**CMYK Color Specs**  
*For Desktop Printer or Digital Press*  
C = 100                      R = 38  
M = 100                     G = 38  
Y = 27  
K = 14

**RGB Color Specs**  
*For Computer Screen Presentation*

B = 113  
(hex #: 262671)

\*Grayscale - The entire logo wording should be black with a white background, as shown below.

### Logo Size

The logo may be increased or decreased in size. However, its proportions should never be altered. Here are some recommended sizing options.



50% Aspect Ratio  
Size: .68 X .99



75% Aspect Ratio  
Size: 1.02 X 1.49



100% Aspect Ratio  
Size: 1.36 X 2

### The Able Trust Grant Award Logo Specifications & Requirements

- The Able Trust Grant Award contract states that "The Organization must recognize the Foundation in any materials that are the direct result of funding through this Contract."
- All materials that include the promotional logo or written recognition statement must be approved by The Able Trust President & CEO or her delegate (Guenevere Crum)
- Materials can be emailed, faxed or mailed to:
  - Guenevere Crum
  - The Able Trust
  - 3320 Thomasville Rd, Suite 200
  - Tallahassee, FL 32308
  - 850.224.4496 Fax
  - [guenevere@abletrust.org](mailto:guenevere@abletrust.org)
- The Able Trust logo should be used for promotions related to projects funded by The Able Trust grant awards, which may include for example:
  - Project brochures
  - Project informational flyers
  - Event invitations/flyers/program books related to projects funded by The Able Trust grant award
- The Grant Award contact should request an electronic format of The Able Trust logo to include in promotional materials or use the logo slick provided with The Able Trust Grant award contract.
- \*Logos should not be scanned from this document or copied/saved from The Able Trust website.
- For press releases, please use the following written recognition statement in lieu of the logo:
  - This Project Funded by The Able Trust

*Signatures*



**Grant Logo**

The Grant Award logo is shown as follows. It may be increased or decreased in size. However, its proportions should never be altered.



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**Attachment III - Program Budget**

**Income**

The Able Trust Grant	\$110,000
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**Expenses**

<b>Regional Chambers of Commerce Incentives</b>	
Partnership Agreement	\$500 x 10 chambers = <b>\$5,000</b>
Intern Placement "Bonus"	\$500 per intern (limit up to two) x 10 interns = <b>\$5,000</b>
<b>Business Reimbursements</b> (estimated \$12/hr x 3 months)	up to \$7,500 x 10 interns = <b>\$75,000</b>
<b>Collateral Materials</b> (design & production)	<b>\$2,000</b>
<b>Staff Travel</b>	<b>\$10,500</b>
<b>Meals and Entertainment</b>	<b>\$2,600</b>
<b>Florida Chamber Foundation Overhead &amp; Management</b>	9% of \$110,000 = <b>\$9,900</b>
<b>TOTAL</b>	<b>\$110,000</b>

*SJK* *BA*