



Contract for Professional Consulting Services – FY22

This Contract is entered into between Pinnacle Performance Consulting, LLC (Consultant) and The Florida Endowment Foundation for Vocational Rehabilitation also known as The Able Trust.

I. Engagement and Scope of Work

The Able Trust hereby engages Pinnacle Performance Consulting in accordance with the terms and conditions set forth in this Contract.

1. Purpose

The Able Trust is retaining the Consultant to provide the development and delivery of training to business partners of The Able Trust on the benefits and processes for hiring and retaining persons with disabilities. This project will focus specifically on training business consultants for the Florida Small Business Development Centers (SBDC) and Vocational Rehabilitation (VR) with the goals of:

- Building capacity of SBDC and Vocational Rehabilitation business consultants to encourage and support small businesses in hiring and retaining people with disabilities.
- Demonstrating direct employment outcomes of vocational rehabilitation consumers with Florida small businesses with an emphasis on high skill, high wage positions.
- Customizing and replicating the training with other targeted business groups in Florida.

2. Scope of Work

The selected firm will be expected to design and deliver training, support, and coaching services as a pilot for a group of up to 50 SBDC and Vocational Rehabilitation (VR) business consultants in FY2022. The project will consist of four phases concluding by June 30, 2022. A more detailed project plan is included in Attachment 1 of this Contract.

Phases	Deliverables	Deadline	Cost
Phase I: Needs Assessment	Needs Assessment Report	December 15 th	\$15,000
	Outline of eLearning and Train-the-trainer course		
Phase II: Development and Delivery	Elearning course	January 15 th	\$25,000
	Instructor-led course (ILC)	February 20 th	
	Pilot	February 23 rd	
	Train-the-Trainer (TTT)	April 30 th	

Phase III: Coaching	Consulting	May 30 th	\$5,000
Phase IV: Expansion	Expansion Planning	June 30 th	\$5,000

II. PERIOD OF AGREEMENT

The term of the Contract will be for a period of up to eight (8) months with the possibility of two extensions for up to one- year per extension. Extensions of the Contract will be based on satisfactory performance as determined by The Able Trust. This Contract is expected to commence on October 18, 2021 or date of final signature, and end June 30, 2022, unless an extension(s) is approved by The Able Trust.

III. COMPENSATION

The Able Trust will make payments to the Consultant based on the fee schedule included in Section I.2. Scope of Services. Payment is contingent upon satisfactory completion of services and outcomes also outlined in Section I.2. Scope of Services.

IV. INDEPENDENT CONTRACTORS

It is expressly agreed that the Consultant is acting as an independent contractor in performing the services of this agreement. The Consultant is an independent contractor solely for the purposes of and during the times the Consultant is performing contracted services. The Consultant is not an employee of The Able Trust, and this agreement does not entitle the Consultant to any benefits plan or arrangement of The Able Trust. The Consultant is responsible for the payment of all applicable federal, state, and local income taxes including, but not limited to, FICA and FUTA taxes, incurred as the result of compensation paid under this Contract. The Consultant is also responsible for all premiums or payments of Workers’ Compensation coverage, unemployment benefits, or any other payments required by law to be made in connection with the compensation of Consultant under this Contract.

V. TERMINATION

Either party may terminate the term of this Contract immediately, based upon a breach or default of any of the terms or provisions contained in the Contract by the other party. Either party may terminate the term of this contract without cause with a thirty-day written notice to the other party.

VI. INDEMNIFICATION

Each party shall indemnify and hold the other harmless for any liabilities, claims, damages, costs and expenses, including reasonable attorney’s fees, caused or determined to have been caused by the negligent or fraudulent acts or omissions of the other party or as a result of a breach of this Contract. The Consultant will be responsible for securing appropriate insurance coverage.

VII. ENTIRE AGREEMENT

This Contract contains the entire understanding of the parties with respect to the subject matter of this Contract and supersedes all prior agreements, discussions, and negotiations, all of which are merged in

this Contract. The Contract may not be changed orally, but only by an amendment in writing signed by both the Consultant and The Able Trust.

VIII. OTHER CONTRACT TERMS

All training content, materials, resources, and supports produced from this project are the property of The Able Trust for use in ongoing and future disability-specific workforce development projects in Florida. The Consultant is permitted to use in Florida-based projects with other diverse populations and outside the state of Florida.

**PINNACLE PERFORMANCE
CONSULTANTS, LLC**

Filiz Aktan, Ph.D

filiz aktan

Authorized Signature
Title: Co-owner of PPC

10/26/2021

Date

THE ABLE TRUST

Allison Chase

Allison Chase
President & CEO

10/27/2021

Date