



Contract for Professional Consulting Services

This Contract is entered into between EMP Oakville (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 EMP Oakville in accordance with the terms and conditions set forth in this Contract.

1. Purpose

The Able Trust is retaining the Consultant for the development and delivery of training to businesses and employment service providers. The purpose of which is employment and retention of persons with disability. This project will focus on supporting Florida communities where interest has been generated among the business community for inclusive employment. This project will focus specifically on training business consultants for the Florida Small Business Development Centers (SBDC), Vocational Rehabilitation (VR), and local employment service providers in the Miami-Dade and Jacksonville areas. The goals of the project include:

- Building capacity of SBDC and Vocational Rehabilitation business consultants to encourage and support small businesses in hiring and retaining people with disabilities.
- Building the capacity of employment service providers to support business interest in recruiting, hiring, and retaining individuals with disabilities.
- Learning from the training experience to customize and replicate the training with other targeted business and provider groups in Florida.

2. Scope of Work

The Consultant will be expected to design and deliver the training as a pilot for facilitating successful relationships between businesses and disability employment service providers. The pilot training will be held in the Jacksonville and Miami-Dade areas. The list below includes the required services which are further defined in Attachment 1.

- Subject matter expertise: the Consultant is expected to research and demonstrate knowledge of the most effective methods for facilitating a “working relationship” between business and disability service providers.
- Use of current instructional design methods.
- Project management.
- Inclusion of a variety of learning modalities and supports.
- Incorporation of key stakeholders/resources into training program including Vocational Rehabilitation, Florida SBDC, etc.

- Familiarity with vocational rehabilitation system and how to integrate it with the hiring needs of employers/business community.
- Facilitation of successful relationships between businesses and disability employment service providers.
- Evaluation of pilot and recommendations for expansion.
- Periodic status meetings with leadership of The Able Trust.

Phases	Deliverables	Deadline	Cost
Phase I: Needs Assessment & Design	<ul style="list-style-type: none"> • Design Team consisting of subject matter experts • Program Curriculum 	August 31, 2022	Contract Initiation: \$20,000 June 30, 2022: \$20,000 August 31, 2022: \$15,000
Phase II: Delivery	<ul style="list-style-type: none"> • Delivery of Pilot Trainings in Miami-Dade & Jacksonville Areas 	October 31, 2022	October 31, 2022: \$10,000
Phase III: Evaluation	<ul style="list-style-type: none"> • Evaluation of Pilot Trainings with Recommendations for Expansion 	November 30, 2022	November 30, 2022: \$5,000
Phase IV: Plan for Expansion	<ul style="list-style-type: none"> • Expansion Planning 	December 31, 2022	December 31, 2022: \$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 May 15, 2022 or date of final signature, and end December 31, 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. All training, content, materials, resources, and support created and owned by the Consultant prior to this project and used for this project are the property of the Consultant.

EMP OAKVILLE

THE ABLE TRUST



Bill Santos
President/Partner

Allison Chase
President & CEO

May 4, 2022

May 4, 2022

Date

Date