

# OVID SOLUTIONS, LLC

## AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into as of the 13th day of June 2022, by and **The Able Trust ("Organization")** whose address is: 1709 Hermitage Blvd., Ste. 100, Tallahassee, FL 32308 and **OVID Solutions, LLC**, an independent contractor whose address is: 47 Andrew J. Hargrett Sr. Road, Crawfordville, FL 32327 ("**Contractor**").

**WHEREAS**, Organization desires to hire Contractor to provide services in accordance with the terms of this Agreement and to compensate Contractor, and others retained by or through Contractor, for services rendered to the Organization on a basis described in this Agreement; and

**WHEREAS**, Contractor is willing to perform services for Organization in accordance with the terms set forth in this Agreement;

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained in this Agreement, Organization and Contractor agree as follows:

1. **SERVICES AND TERM.** Contractor shall perform the services for Organization and deliver written products described in Exhibit A, Scope of Work attached to and made part of this Agreement. Unless otherwise agreed and stated in writing in this Agreement, the Agreement shall expire on the 30th day of June, 2023.
2. **FEES AND PAYMENT.** Organization shall pay Contractor \$46,500 for the Scope of Work outlined in Exhibit A. All payments to Contractor by Organization shall be contingent upon satisfactory completion and delivery to Organization of the services and/or written products described in Exhibit A which Contractor has agreed to perform for and deliver to Organization. The Scope of Work may be amended through an agreement executed by both parties to include additional tasks and compensation. Contractor shall bill Organization for services performed upon completion. Organization shall review such statements and, in Organization's sole discretion, shall determine whether such services have been satisfactorily delivered by Contractor and make payment accordingly.
3. **REIMBURSEMENT OF EXPENSES.** Organization shall reimburse Contractor for necessary and reasonable out-of-pocket expenses incurred by Contractor in the performance or Contractor's duties under this Agreement in accordance with Organization's standard policy for expense reimbursement. Such expenses may include duplicating, telephone, courier services, postage, facsimiles, office supplies used directly for Organization's business, and, if approved in advance by Organization, travel. In addition to those expenses listed as requiring prior approval by the Organization, any single expense of Five Hundred Dollars (\$500.00) or more shall require prior approval by the Organization. All expenses billed to Organization shall require back-up invoices or other documentation acceptable to Organization.
4. **INDEPENDENT CONTRACTOR STATUS.** Contractor (including all of Contractor's employees, consultants, agents, officers, and directors) is an independent contractor who is not employed by Organization. Organization shall not be liable for any withholding taxes, Social Security taxes, workers' compensation fees or payments, health care costs, insurance costs or any other expense or liability attributable to an employer/employee relationship. Contractor shall solely be responsible for all such taxes, fees,

payments, costs, expenses or liabilities. Contractor is retained temporarily by Organization only for the purposes and to the extent set forth in this Agreement. Contractor is free to dispose of any portion of Contractor's entire time, energy and skill during regular business hours which Contractor has not voluntarily committed to work for Organization under the terms of this Agreement in such manner as Contractor sees fit and to such persons, firms, or universities as Contractor may deem advisable. Contractor shall not be considered as having an employee status or as being entitled to participate in any plans, arrangements or distributions by the Organization pertaining to or in connection with any benefits or any kind which Organization may offer to or provide for its employees.

5. **PROFESSIONAL RESPONSIBILITY.** Nothing in this Agreement shall be construed to interfere with or otherwise affect the rendering of services by Contractor in accordance with Contractor's independent and professional judgment and duty. This Agreement shall be subject to the rules and regulations of any and all professional organizations or associations to which Contractor may from time to time belong and the laws and regulations governing said practice in jurisdictions that govern the work of Contractor.
6. **REPORTING.** For Organization, Allison Chase or her designee, shall maintain ongoing liaison with Contractor. For Contractor, Julie Dennis or her designee, will maintain ongoing liaison with Organization.
7. **TERMINATION.** Either party to this Agreement may terminate the Agreement upon giving Thirty (30) days prior written notice to the other party. Any notice of termination shall be sent to the principal address of the other party as listed in the opening of this Agreement. Notices may be sent by overnight courier, signature required, or by a reputable messenger service that delivers a receipt. Any such notice shall be effective upon receipt. Upon termination, Contractor shall be entitled to all fees and reimbursement of reasonable expenses incurred through the effective date of termination but Contractor shall make reasonable efforts to cease all work and cease incurring expenses upon receipt of notice of termination.
8. **INDEMNITIES.** Each party indemnifies and holds the other harmless from and against any losses, costs, expenses (including reasonable attorney's fees), judgments, settlements and damages resulting from any claim of action arising out of a breach of any of the warranties and representations made by one party to the other in this Agreement.
9. **DISPUTES AND ARBITRATION.** If any controversy or claim arising out of this Agreement cannot be settled by the involved parties, such controversy or claim shall be settled by submission to an arbitrator, upon whom both parties agree. The single arbitrator shall have full power to set all procedural rules for the arbitration and, if he or she is unavailable or unwilling to act, procedural rules shall be settled by arbitration in accordance with the prevailing rules of the American Arbitration Association. Arbitration shall be held in Wakulla County, FL. Each party shall bear its own costs and one-half of the costs of the arbitrator.
10. **ENTIRE AGREEMENT.** This Agreement is the entire agreement between or among the parties. Any changes to this Agreement must be made in writing, signed by all parties.
11. **GOVERNING LAW.** This Agreement is governed by and shall be interpreted under the laws of the State of Florida and federal laws, as applicable.

**IN WITNESS WHEREOF**, Organization and Contractor have executed this Agreement as of the day and year first written above with full corporate authority to enter into this binding Agreement.

**THE ABLE TRUST**



\_\_\_\_\_  
**Signature**

Allison Chase, President & CEO

\_\_\_\_\_  
**Name, Title**

June 13, 2022

\_\_\_\_\_  
**Date**

59-3052307

\_\_\_\_\_  
**FEIN/SSN**

**OVID SOLUTIONS, LLC.**



\_\_\_\_\_  
**Signature**

Julie Dennis, CEO

\_\_\_\_\_  
**Name, Title**

6/13/2022

\_\_\_\_\_  
**Date**

83-3392438

\_\_\_\_\_  
**FEIN**

## Exhibit A

Contract between The Able Trust and OVID Solutions, LLC, Contractor. The following tasks are expected from the Contractor.

### **TASK ORDER 1: General Grant Development and Advisory Services**

#### **Task 1. Project research and resource matching.**

OVID Solutions will work with The Able Trust to identify projects and initiatives for the organization and the resources needed to accomplish these goals. This will include detailed project descriptions, budgets, key stakeholders as well as matrix of potential grant resources that align with the proposed projects and initiatives. The matrix will include approximate funding cycles which will be prioritized by leadership and then sorted by date to ensure that work on relationship and partnership building begins well in advance of the grant cycle, where possible. This information will be formatted into a simple plan that can either serve as a compendium to the organization's existing Strategic Plan or as a new standalone plan.

DATE: July 2022 - September 2022

#### **Task 2. Pursue funding sources to implement the strategy.**

OVID Solutions will work with The Able Trust to aggressively pursue funding opportunities and partnerships identified in the strategy to meet the goals of the organization. This includes drafting of the application and working with staff to collect supporting documentation required for the application. The team will be available to meet with the organization's leadership, as needed to coordinate on grant development progress, discuss the status of submitted grants and brainstorm opportunities to build relationships to further support grant applications in the pipeline.

DATE: October 2022 – June 2023 (note that grant writing will likely begin before October)

#### **Task 3. Manage grants that are awarded to The Able Trust.**

Where possible, OVID Solutions will build in costs for the administration of the grant into the proposed budget to the funding agency. Therefore, this cost is not included in this proposal but will be scoped individually for each grant. If administrative costs are not a reimbursable expense and the organization would like support from OVID Solutions, a task order can be developed specific to that grant. Smaller grants that only require light technical assistance from OVID staff to manage, can be covered in the monthly engagement. Once our team is under contract for long-term grant management for a large project, we will work to reduce or eliminate monthly engagement fees, making our services 100% covered through existing grants for as long as the contract is in place

DATE: TBD

Compensation: Compensation for grant development advisory services shall be paid at a rate of \$5,000 a month for the first three months (July 2022 - September 2022) and a rate of \$3,500 a month for the remaining nine months (October 2022 – June 2023). Compensation from July 2022 – June 2023 will be \$46,500.

#### ***Invoicing***

Contractor will submit a monthly invoice for services.