

OID SOLUTIONS, LLC

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into as of the 9th day of January 2023, 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 31st day of December, 2027.
2. **FEES AND PAYMENT.** Organization shall pay Contractor \$348,000.00 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

1/9/2023

Date

59-3052307

FEIN/SSN

OVID SOLUTIONS, LLC.



Signature

Julie Dennis, CEO

Name, Title

1/14/2023

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: Grant Management Services

Assist The Able Trust with all activities listed in the scope of work, serving as the contracted grant manager for the organization. The consultant will lead all tasks included in the scope on behalf of the organization in cooperation with the Vice President of External Affairs.

OVID Solutions will manage the following tasks on behalf of The Able Trust:

- Drafting the subcontracts for Vocational Rehabilitation (VR) and Rehabilitation Services
- Administration (RSA) approval prior to full execution;
- Coordinate and collaborate with subcontractors and project evaluators to develop processes for reporting program and process measures.
- Execution of the subcontracts;
- Ensuring compliance with the subcontract terms and conditions;
- Drafting subcontract amendments for VR/RSA approval;
- Executing VR/RSA approved contract amendments;
- Resolving, in partnership with VR/RSA, contract disputes;
- Curing, in partnership with VR/RSA, contract errors and deficiencies;
- Measuring or evaluating completed work and subcontract performance;
- Support VR to respond to requests from RSA and/or Mathematica regarding the national evaluation.
- Computing and processing payments under the subcontract; and
- Closing out subcontracts with VR/RSA approval.

In addition, this includes:

- Facilitating contract development meetings with subcontractors and partners.
- Performing contract risk assessment activities through research prior to contract execution.
- Conduct desk reviews and on-site monitoring visits with subcontractors to ensure compliance for a total of five site visits over the lifetime of the grant.
- Conduct quarterly expenditure reviews of invoices.
- Prepare change order and subcontract amendments
- Resolve contract disputes through facilitated discussion and record-keeping.
- Assist with the management of subcontractor payments and contract closeout.

DATE: January 15, 2023 – December 31, 2027

Compensation: Compensation for grant management services shall be paid at a rate of \$5,800 a month; \$69,600/year for a total cost of \$348,000.00

Invoicing

Contractor will submit a monthly invoice for services.