

# FLORIDA ENDOWMENT FOUNDATION FOR VOCATIONAL REHABILITATION ORGANIZATION GRANT AWARD CONTRACT

This agreement is entered into this 23<sup>rd</sup> day of June, 2023 between <u>The Grow Group</u> ("Organization") and the <u>Florida Endowment for Vocational Rehabilitation</u> (dba The Able Trust) ("Foundation") to set forth the terms and conditions upon which the Foundation shall award grant <u>#23-001</u> to the Organization.

The mission of the Foundation 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 projects that support the system of vocational rehabilitation. The system of vocational rehabilitation is a term used to encompass all of the stakeholders that support a person with a disability's path to employment (secondary education, postsecondary education, Division of Vocational Rehabilitation (VR), employment service providers, other nonprofits and government agencies). This contract and all associated reports are subject to public viewing and distribution in accordance with Florida's public records laws.

#### I. Deliverables:

- a. Organization acknowledges and agrees that the funds being awarded are intended to be applied to the project described in Attachment One, which may be a copy of the grant application and proposal.
- b. Organization shall work in tandem with the Foundation on the outcomes and performance measures of the funded project.
- c. Organization must sign and return contract within 10 business days of presentation of contract by Foundation. Prior to disbursement of funds, this contact must be signed by both parties.
- d. Organization shall begin project described in Attachment One upon receipt of first payment.
- e. Organization will maintain status as VR contract provider for duration of grant period.

#### II. Reporting Requirements

- a. Organization will respond to requests of information by the Foundation in a timely manner.
- b. Organization will be required to submit a narrative report at the conclusion of the grant period. The report template will be provided to the Organization by the Foundation in a timely manner.
- c. Organization will keep all financial records related to the grant budget and expenditures for a minimum of five (5) years. Such records will be available for review by the Foundation upon request.
- d. Organization will report to the Foundation any change in principal staff working on the grant funded project within five days of change in employment status.
- e. Foundation will be notified immediately in writing of any changes in the Organization name, address, phone, email, website or name of chief executive.
- f. Organization will be required to report on project to the Grant Committee and/or Board of the Foundation.

#### III. Payment and Terms

- a. Foundation agrees to provide \$25,000.00 to Organization as Grant #23-001 subject to the terms and conditions stated. The Foundation shall disburse the funds to the Organization as follows: one payment of \$25,000.00 within 5 working days of contract execution.
- b. Funds not expended at the conclusion of the grant period shall be returned to Foundation, unless notified otherwise by Foundation. No amendment or revision of the terms of this contract will be valid unless in writing and signed by authorized representatives of both parties or other such written means agreed to by the parties under the circumstances (exchange of letters or emails documenting mutual acceptance). No temporary, occasional, or partial relief from strict compliance with this contract agreed to by the Foundation shall be construed or relied upon by 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 One ceases to be operational, Organization shall inform Foundation immediately by telephone and letter from Organization leadership. Unused funds must be returned to the Foundation.
- d. Foundation may conduct an audit of the project described in Attachment One at any time during the project or up to five (5) years after the completion of the project, which may include all records related to the project. The Organization is expected and responsible for keeping records of all expenditures being made with the funds provided by the Foundation for the project.

#### IV. Insurance and Indemnification:

During the Agreement, including any renewals and extension, the Organization shall maintain at its expense, insurance coverage of such types and with such terms and limits as may be reasonably associated with the Agreement. Evidence of such insurance shall be provided to the Foundation in writing from the covering insurance company, within 30 days of the effective date of the Agreement. The following types of insurance are required:

- A. Commercial General Liability Insurance
- B. Workers' Compensation
- C. Employer's Liability (100,000/100,000/500,000 as minimum limits) or other coverage limits if established by Florida statutes.

### Project Management:

The Foundation and the Organization designate their respective representatives, identified below for program reporting, coordination, communication, and management of the Project.

FOUNDATION:

Name: Joey D'Souza Position: VP, External Engagement

Address: 1709 Hermitage Blvd., Suite 100, Tallahassee, FL 32308

Telephone: (850) 224.4493 Email: joseph@abletrust.org

Name: Leanne Rexford Position: Director, Provider Relations

Address: 1709 Hermitage Blvd., Suite 100, Tallahassee, FL 32308

Telephone: (850) 224.4493 Email: leanne@abletrust.org

CONTACT INFORMATION FOR ORGANIZATION:

Name: Devin O'Conner Position: Executive Director

Address: 412 E Madison St #1104, Tampa, FL 33602

Collective Impact Grant Project #23-001

Telephone: (813) 402.4018 Email: devin@growgroup.org

Name: Matonya Wieczorek

Position: Director, Employment Services

Address: 412 E Madison St #1104, Tampa, FL 33602

Telephone: (813) 402.4018 Email: matti@growgroup.org

## X. This Agreement is non-transferable by Organization unless agreed in writing by Foundation.

Organization and Foundation accept the terms of this contract by signing below. Organization 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 the Organization to allow it to enter into and perform this contract.

IN WITNESS WHEREOF, the parties have signed this Memorandum of Agreement on the dates set forth below.

| The Able Trust                     | Organization                           |
|------------------------------------|--|
| By: Allison Chase, President & CEO | By: Devin O'Connor, Executive Director |
| Title:                             | Title:                                 |
| Date: 6 29 2023                    | Date: 6 25 23                          |