

MEMORANDUM OF AGREEMENT

24-006

BETWEEN

THE ABLE TRUST AND

GRIFFIN-HAMMIS ASSOCIATES

This MEMORANDUM OF AGREEMENT ("Agreement"), by and between The Able Trust ("Foundation") and Griffin-Hammis Associates ("Organization"), each individually a "Party" and collectively "the Parties".

IT IS THEREFORE agreed between The Able Trust and Griffin-Hammis Associates:

I. <u>Purpose:</u>

To fund the Arts to Competitive Integrated Employment (ArtCIE) program in **Florida**, in the amount of One Million Three Hundred Fifteen Thousand One Hundred Ninety-Two Dollars (\$1,315,192.00) Funds disbursed are contingent upon the continuing availability of legislative funding.

II. Scope of Work

A. Project Background

The Florida Arts to Competitive Integrated Employment (ArtCIE) Project's primary goals are to increase the number of adults with disabilities transitioning from subminimum wage employment to competitive integrated employment and the percentage of students and youth with disabilities contemplating subminimum wage employment that enter competitive integrated employment. ArtCIE will offer opportunities to at least 1,000 individuals with disabilities; create a dual customer career exploration model with innovations in peer mentoring, work experience, virtual reality modules, and business engagement; and provide training for 14(c) certificate holders, individuals, families, school personnel and employers. ArtCIE will expand partnerships with Florida's WIOA core partners, Employment First partners, the University of South Florida, Kennedy Center's VSA Arts, Griffin-Hammis, The Able Trust, PolicyWorks, The Arc of Florida Chapters, ServiceSource, and the Institute for Community Inclusion.

B. Project Description

The Organization shall provide onsite training to assist service providers in obtaining ACRE certification on Basic Employment with a focus on customized employment. In addition the Organization will continue to train customized mentors in Florida for sustainability.

In year 2, the Organization will launch the FL ArtCIE project including the design and development of the CE fidelity & proficiency online systems and technical assistance. The Organization will work throughout the first year to ensure that they achieve the following objectives.

- 1. ACRE Online CE Training: The Organization will review and make final modifications to the online ACRE training that will be used during Year 2 Q1. The ACRE Online CE Training will be instructor-led, ACRE-approved CE training for up to 20 people each project year, starting in Year 2.
- 2. Virtual Training Series: CRP Executive Leadership Training Series: The Organization will prepare, revise, and update all resources and materials associated with the Virtual CRP Executive Leadership Training Series. Executive staff at all project sites will participate in the three-session organizational leadership training series beginning in project Year 2. Leadership teams must complete the three-session virtual series prior to sending staff to ACRE training.
- 3. On-Demand Training Series: Everyone Can Work and CE for VRCs: The Organization will contextualize two on-demand CE training series for FL ArtCIE participants and stakeholders: 1) Everyone Can Work and 2) CE for VRCs.
- 4. CE Fidelity Trainings: The Organization provides one, three-session training on CE Fidelity for project participants. An additional three-series training is provided to all individuals identified as prospective State Fidelity Administrators.
- 5. Topical Trainings for ArtCIE Partners and Stakeholders: The Organization provides 1-hour monthly topical trainings and/or meetings to promote knowledge and understanding of CE best practices and foster open communication about CE implementation efforts.
- 6. Proficiency CE Mentoring: The Organization will provide proficiency CE Mentoring to Employment Specialists from participating 14c provider organizations as they deliver CE services to up to 16 employment seekers.
- 7. Proficiency CE Mentoring Fidelity Reviews: GHA provides fidelity reviews on all core CE tasks completed during mentoring to ensure fidelity to best practice standards are met.
- 8. InState CE Mentor Training: The Organization will work with project leadership to confirm up to four initial in-state CE Mentors. Once the mentors are confirmed, the Organization will dedicate three days of onsite time to meet in-person with the selected Mentors to begin orienting them to the project and to provide initial training on project activities.
- 9. Planning, Meetings, Mentoring, and TA to FL VR, CRPs & ArtCIE Partners: The Organization will provide an average of 14.5 hours each month (174 hours annually) to participate virtual in planning/meetings, development of resources, and provide ongoing virtual TA to all ArtCIE partners, including CRP leadership, supervisors, and staff; instate CE mentors; FL VR counselors and staff; and the FL ArtCIE Leadership team/partners. The virtual support will be supplemented by 12 days of onsite work to provide additional side-by-side mentoring to employment specialists; meet with CRP Leadership; support In-State Mentors; and/or attend meetings or training sessions with FL VR or other ArtCIE stakeholders. GHA bills \$1650/day, plus \$715 in travel, for each onsite day. Onsite days and virtual hours may be switched as needed between activities and/or to provide training, with the authorization and approval of FL VR.
- 10. CE Fidelity Data Analysis: The Organization will perform CE fidelity data analysis activities to include design and submission of research protocol and initial development of the fidelity data collection system. The Organization will contract with Dr. Tim Riesen of Utah State University to lead CE Fidelity research activities.

- 11. CE Proficiency Data Collection & Analysis. The Organization will perform activities to include the initial design of the FL ArtCIE CE Proficiency Data Dashboard and the design of the CE proficiency data collection and reporting systems. The Organization will contract with San Diego University Interwork Institute to lead the CE Proficiency data collection and research activities.
- 12. CE Online Mentoring Platform Maintenance: The Organization will design the FL ArtCIE Mentoring Platform to ensure seamless and immediate access once Employment Specialists complete the Y2 ACRE CE training.
- 13. CE Implementation Subject Matter Experts: The Organization contracts with Subject Matter Experts to review trainings and materials and support Florida's efforts to move from SMW to CIE, including: Dr. Issac Carter, Diversity and Equity Inclusion Specialist; Doug Crandell, author of Twenty-Two Cents and Hour: Disability Rights and the Fight to End Subminimum Wages; and Rebecca Witonski, Florida resident, self-advocate, and Research Specialist.
- 14. InState Mentors: The Organization funds and supports up to four Instate Mentors to build their CE mentoring knowledge and experience through training and virtual and onsite technical assistance. Over the course of Y2-Y5, these Instate Mentors will increase their capacity to provide CE mentoring and become a sustainable resource for Florida's continued CE provider development.

C. ArtCIE Program Outcomes (Year 2)

- 1. Program Evaluation: Coordinate and collaborate with project partners and the project evaluators to develop processes for reporting program outcomes.
- 2. Program Evaluation: Finalize the model for implementation in the pilot sites and provide feedback on the model fidelity. Design strategies to recruit participants and facilitate application and eligibility for VR services, including those who are unserved and underserved. Additionally, provide feedback on tools that will be used to assess model fidelity.
- 3. Program Evaluation: Provide feedback on the ICI developed satisfaction survey for ArtCIE participants and businesses.
- 4. Program Evaluation: Participate in training on model service delivery and how to participate in data collection per the evaluation requirements. The training will be recorded and able to be accessed on demand. Complete pre- and post-training assessments.
- 5. Program Evaluation: Support VR to respond to requests from RSA and/or Mathematica regarding the national level evaluation.
- 6. Advisory Workgroups: Establish and convene the advisory workgroups to consult on implementation and evaluation of ArtCIE.
- 7. Individualized Services: Participate with project partners on identifying how ArtCIE program participants will be provided information and support services to assist in exercising informed choice regarding CIE options, including but not limited to participation in on-the-job training, job shadowing, and internships, to ensure that opportunities are identified based on ArtCIE program participants' choices and experiences toward achieving CIE outcomes.
- 8. Organization Engagement: Participate in Steering Group consisting of all MOU partners and relevant stakeholders to meet on a quarterly basis.
- 9. Organization Engagement: Participate in Partner Working Group consisting of key personnel from core partners to meet on an annual basis.

- 10. Outreach to Unserved and Underserved Individuals with Disabilities: Collaborate with partners and stakeholders to participate in outreach to unserved and underserved individuals with disabilities and their families.
- 11. Participant Outreach and Training: Collaborate and provide feedback on outreach and training to ArtCIE program participants and, as appropriate, their parents or guardians to address social inclusion, supported decision-making and alternatives to guardianship, fair wages and hours, skills development, safe and healthy workplaces, and supports necessary for success (e.g., transportation, financial planning).

III. Reporting Requirements:

- A. The total payment shall be paid as scheduled progress payments in accordance with Section IV, below, which prescribes the amount of each payment, the specified Deliverable(s) that must be received and approved prior to each payment, and the projected payment date.
- B. The Organization is required to report outcomes at regular intervals during the term of the Contract. Failure to provide progress reports as requested will result in a delay of future payments, and may result in a reduction of the contract award.
- C. A monthly project status report shall be submitted by the Organization to the Foundation ten (10) calendar days after the end of each month.
- D. Project reports to document comprehensive project activities and program measures and finance reports shall be submitted by the Organization to the Foundation on a quarterly basis. Both reports are due by October 10, 2023, January 10, 2024, April 10, 2024, and July 10, 2024.
- E. Supplemental materials with all quarterly, fiscal, and programmatic reports such as copies of receipts, invoices, salary paid, photographs and other listed materials.
- F. Financial Consequences: Noncompliance of the above reporting requirements will result in the following financial consequences:
 - 1. \$250 for each report and requirement not met timely.
 - 2. Invoices will not be accepted until the reporting requirement is met.
- G. The Organization shall submit monthly/quarterly project reports, invoices, and all required documentation into the Foundation's online grants system. Further instruction on invoicing and reporting, along with a copy of the invoice template, will be provided upon execution of the Agreement.

IV. Terms:

- A. This Agreement shall become effective upon execution by both parties. The agreement will continue to be in effect for the period identified in Section VI. below unless terminated by either party upon sixty (60) days written notice to the other party at the stated address below. Further modifications, changes or amendments to this Agreement may be made by the Foundation and presented in writing and signed by the parties hereto.
- B. Compliance The Foundation may perform on-site inspections of the project anytime during regular

business hours or scheduled functions. The on-site visit may be completed by a board or staff member of the Foundation, or any representative designated by the Foundation. The Foundation may conduct an audit of the project at any time during or after the completion of the project described in this Contract. Such audit shall include, but is not limited to financial records relating to the project funded and time/work completed on the project. Audits may include interviews with recipients of services.

The Organization understands that s. 20.055, F.S., requires every contractor and subcontractor to cooperate with the Inspector General of the funding agency in any investigation, audit, inspection, review, or hearing; and the Organization shall comply with this requirement. The Organization shall grant access to all records pertaining to the Contract to the Department of Education's Inspector General, General Counsel and other agency representatives, the State Auditor General, the Office of Program Policy and Government Accountability, and the Chief Financial Officer.

- C. In the event of a breach of any promise, representation, warranty, or agreement made by Organization under this Contract, or in the event that the Foundation believes that the Organization has not attempted to or cannot or will not complete the project described in this Contract, the Foundation shall be released from any and all obligation to provide the Funds or any undelivered portion thereof to the Organization. Upon any such occurrence, the Foundation shall be entitled to the immediate delivery of any unused funds by the Organization, as well as to the delivery of any personal property purchased with the funds by the Organization and shall be entitled to pursue any other legal remedy available to it, resulting from the Organization's breach of this Contract.
- D. If any provision of this Agreement is amended by the parties or held to be void or unenforceable in a court of competent jurisdiction, all other provisions shall remain in full force and effect.
- E. The Organization shall not use any funds for expenses incurred before the date of execution nor shall it encumber any liability related directly to the project being funded prior to the initial disbursement of funds.
- F. Governing Statutory and Administrative Requirements. The statutes and administrative rules or regulations governing this project include, but are not limited to, the following:
 - State: Section 215.97, Florida Statutes, (Florida Single Audit Act); Chapters 216, 287 and 413 (Part II), Florida Statutes; Section 112.061, Florida Statutes; the State of Florida, Department of Financial Services, Reference Guide to State Expenditures; and any other state laws that may be applicable.
 - Federal: The Rehabilitation Act of 1973, as amended, and Public Law 108-364. Other applicable regulations include the Education Department General Administration Regulations (EDGAR); the Federal State Plan; Title 34, Code of Federal Regulations Part 345; and 2 CFR Part 200; other federal laws as may be applicable.
- G. The Organization further warrants that the Organization shall not disclose to any third party, without the express, prior, written approval of the Foundation, any personally identifiable information about any student. This applies to information which came from any record or report of a Florida public education institution or from any education record which is subject to the Family Educational Rights and Privacy Act, 20 U.S.C. Section 1232g. The terms "record a report" and "student" shall have the

- meanings prescribed in s. 1002.22(2)(c) and (d), F.S. The term "educational record" shall have the meaning prescribed in 20 U.S.C. Section 1232g(a)(4).
- H. In the event that the Governor and Cabinet are required to impose a mandatory reserve on appropriations, the Foundation shall amend this Contract to place in reserve the amount determined by the Department of Education to be necessary because of the mandatory reserve. Such amendments may provide for adjustments in the Deliverable products and services as may be necessary.
- I. Pursuant to s. 216.347, F.S., no funds awarded under this Contract may be used for the purpose of lobbying the Legislature, the judicial branch, or a state agency.
- J. This Contract shall be governed by the laws of the State of Florida, and venue for purposes of any action brought to enforce or construe the Contract shall lie in Leon County, Florida.

V. Other Contract Conditions

- A. The Organization acknowledges that the Organization is not an agent or employee of the Foundation. The Organization agrees to indemnify and hold harmless the Foundation, its Board members, and employees from any and all cost, loss, damage or expense (including reasonable attorney's fees) which may occur by virtue of the Organization's implementation of the proposed project to the extent authorized by law and without waving any rights under the State of Florida Sovereign Immunity Statute, Chapter 768 F.S.
- B. The Organization will acknowledge existing Foundation grants and/or those that will operate concurrently to this grant prior to the execution of this Contract.
- C. In fulfilling its obligations under this Contract and Chapter 119, F.S., Organization must comply with the requirements outlined in s. 119.0701, F.S. If Organization fails to comply with a public records request pursuant to Chapter 119, F.S., the Foundation may take any action under this Contract necessary to ensure compliance with Florida's public records laws, including, but not limited to, demanding compliance with a public records request, seeking indemnification from Organization regarding an action brought to enforce a public records request sent to Organization, or terminating the Contract. Pursuant to s. 119.0701, F.S., Organization must:
 - 1. Keep and maintain public records required by the Foundation to perform the service;
 - 2. Upon request from the Foundation's custodian of public records, provide the Foundation with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, F.S., or as otherwise provided by law;
 - 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Organization does not transfer the records to the Foundation; and
 - 4. Upon completion of the Contract, transfer, at no cost, to the Foundation all public records in possession of the Organization or keep and maintain public records required by the Foundation to perform the service. If the Organization transfers all public records to the Foundation upon completion of the Contract, the Organization shall destroy any duplicate public records that are

exempt or confidential and exempt from public records disclosure requirements. If the Organization keeps and maintains public records upon completion of the Contract, the Organization shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Foundation, upon request from the Foundation's custodian of public records, in a format that is compatible with the information technology systems of the Foundation.

IF THE ORGANIZATION HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ORGANIZATION'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 850-224-4493 & info@abletrust.org, The Able Trust, Attn: Contract Custodian 1709 Hermitage Blvd., Suite 100, Tallahassee, FL 32308.

- D. Intellectual property is subject to following additional provisions:
 - 1. Anything by whatsoever designation it may be known, that is produced by, or developed in connection with, this Contract shall become the exclusive property of the of the State of Florida and may be copyrighted, patented, or otherwise restricted as provided by Florida or federal law. Neither the Organization nor any individual employed under this Contract shall have any proprietary interest in the product.
 - 2. With respect to each Deliverable that constitutes a work of authorship within the subject matter and scope of U.S. Copyright Law, 17 U.S.C. Sections 102-105, such work shall be a "work for hire" as defined in 17 U.S.C. Section 101 and all copyrights subsisting in such work for hire shall be owned exclusively by the Department of Education pursuant to s. 1006.39, F.S., on behalf the State of Florida.
 - 3. In the event it is determined as a matter of law that any such work is not a "work for hire", Organization shall immediately assign to the Department of Education all copyrights subsisting therein for the consideration set forth in the Contract and with no additional compensation.
 - 4. The foregoing shall not apply to any preexisting software, or other work of authorship used by Organization, to create a Deliverable but which exists as a work independently of the Deliverable, unless the preexisting software or work was developed by Organization pursuant to a previous Contract with the Department of Education or a purchase by the Department of Education under a State Term Contract.
 - 5. The Department of Education shall have full and complete ownership of all software developed pursuant to the Contract including without limitation:
 - a. The written source code;
 - b. The source code files;
 - c. The executable code;
 - d. The executable code files;
 - e. The data dictionary;
 - f. The data flow diagram;
 - g. The work flow diagram;
 - h. The entity relationship diagram; and
 - i. All other documentation needed to enable the Department of Education to support, recreate, revise, repair, or otherwise make use of the software.
- E. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public

entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017, F.S., for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

- F. The employment of unauthorized aliens by any contractor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Organization knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract. In addition, pursuant to State of Florida Executive Order No. 11-116, Organization shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment of all new employees hired by the Organization during the contract term. Also, Organization shall include in related subcontracts a requirement that subcontractors performing work or providing services pursuant to the Contract utilize the E-Verify system to verify employment of all new employees hired by the subcontractor during the contract term.
- G. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions
 - 1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
 - 2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal. The Foundation may cancel this contract if an attached explanation is not acceptable to the Foundation, Department of Education, or the Federal government.
- H. Publications, printed reports, videos, websites or other materials must include the following statement.

"The contents of this (insert type of publication, e.g., book, report, film, PPT, etc.) were developed under a grant # H421D220005 from the Department of Education. However, those contents do not necessarily represent the policy of the Department of Education, and grantees should not assume endorsement by the Federal Government. (Authority: 20 U.S.C. 1221e-3 and 3474)."

VI. <u>Contract Service Dates</u>: The contract begins upon execution by both Parties and ends June 30, 2027.

VII. Payments

- A. Foundation agrees to provide \$1,315,192.00 to Organization as Agreement #24-006 subject to the terms and conditions as stated. The Foundation shall disburse the funds to the Organization as stated below.
- B. Prior to payment, the Foundation shall accept, review, and approve completed deliverables. Payments will only be processed for deliverables that meet the minimum performance criteria as

established below. Any deliverables that do not meet the minimum performance standards must be assessed applicable financial consequences.

The schedule of progress payments, the Deliverable(s) required to be received and approved, and the projected payment dates are set forth below. The actual date of payment shall be governed by the receipt and approval of the Deliverable(s), not by the projected payment date which is included to assist in planning the Contract activities and managing the project. Projected dates are tied to the overall ArtCIE project work plan. The Project phase(s) and deliverable timelines are captured at quarterly intervals, during each contract performance year. Year 1 refers to October 1, 2022 - September 30, 2023; Year 2 refers to contract period Date of execution - September 30, 2024; Year 3 refers to contract period October 1, 2024 - September 30, 2025; Year 4 refers to contract period October 1, 2025 - September 30, 2026; Year 5 refers to final contract period October 1, 2026 - September 30, 2027. The agreement will be amended annually to include deliverables for Years 3-5.

Year 2 Deliverables & Tasks

Deliverable	Deliverable Price	Performance Measure (minimum performance criteria)	Projected Completion Date
Draft On-Demand Training Series: Everyone Can Work (Submission of base ECW course for FL VR to review. \$5000 billed for delivery of base content; remainder of ECW course charges billed when course launches in Q2.) i	\$5,000	Submit the draft On-Demand Training Series: Everyone Can Work training series materials to FL VR	completion of Quarter 1- (November 1st- December 31st)
Draft On-Demand Training Series Materials: CE for VRCs (Submission of the base CE for VRCs course to FL VR for review and feedback. 50% of line item total billed for submission of draft content; remaining 50% billed when revised course is submitted in Q2)	\$2,500	Submit the draft on- demand training series materials: CE for VRCs	completion of Quarter 1 - (November 1 st - December 31 st)
Provide project management & administration activities. Project Management & Administration	\$2,000 (10 hrs/month)	Submit the summary of quarterly project management & administration activities.	completion of Quarter 1 - (December 31 st)

(Includes monthly project oversight and coordination; internal team planning; planning & oversight of subcontractors; and fiscal management)		Project Management & Administration	
CE Online Mentoring Platform Maintenance (Ongoing, bills quarterly. Q1 includes development of FL proficiency mentoring platform & review with FL VR.)	\$3,000	Report of progress on CE Online Mentoring Platform Maintenance	completion of Quarter 1 - (December 31 st)
Supplies	\$100	Documentation of associated supply costs	Completion of Quarter 1 (November 1 st -December 31 st)

Launch On-Demand Training Series: Everyone Can Work (includes delivery of two initial webinars and launch of online course.)	\$7,750	Launch the On-Demand Training Series: Everyone Can Work Which will include the delivery of two initial webinars and the opening the course to registrants.	completion of Quarter 2- (January 1 st - March 31 st)
Delivery of CRP Executive Leadership Transformation Series (Bills once. 3 webinar series, scheduled, promoted, & launched in Q2.)	\$1,650	Deliver CRP Executive Leadership Transformation Series	Completion of Quarter 2 - (January 1 st - March 31 st)
Final On-Demand Training Series: CE for VRCs (Final revisions incorporating state specific information submitted to FL VR. Course launched with registration for up to 50 VRCs.)	\$2,500	Provide final on-demand training series: CE for VRCs	Completion of Quarter 2 - (January 1 st - March 31 st)

Delivery of (5) Topical CE Trainings (Ongoing, bills quarterly. 3 trainings delivered during Q2. May include two project orientation sessions, one for CRPs and one for VRCs.)	\$2,000	Deliver 5 Topical CE Trainings	Completion of Quarter 2 - (January 1 st - March 31 st)
Delivery of initial Instate CE Mentoring Training (Training provided during Q2 & Q3. Q2 includes confirmation of up to 4 Instate Mentors and delivery of initial web-based Mentor the Mentor training)	\$2,000	Deliver initial Instate CE Mentoring Training	Completion of Quarter 2 - (January 1 st - March 31 st)
Conduct/participate in onsite and virtual planning, meetings, or TA to FL VR, CRPs, Instate Mentors, and/or ArtCIE Stakeholders delivered during Q2. (Ongoing. Includes monthly/quarterly virtual support, e.g., phone calls, emails, web-based meetings, and materials development with/for all project stakeholders, as well as onsite time.)	\$20,260 (Projects 18 hours/month of virtual TA at \$200/hour; 4 days of onsite meetings @ \$2,365/day, including travel)	Summary of onsite and virtual planning, meetings, or TA to FL VR, CRPs, Instate Mentors, and/or ArtCIE Stakeholders delivered during Q2.	Completion of Quarter 2 - (January 1 st - March 31 st)
Provide project management & administration activities. Project Management & Administration (Includes monthly project oversight and coordination; internal	\$5,400 (Project avg. of 9 hrs/month)	Submit the summary of quarterly project management & administration activities. Project Management & Administration	Completion of Quarter 2 - (January 1 st - March 31 st)

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team planning; planning			
& oversight of			
subcontractors; and			
fiscal management)		_	
CE Online Mentoring	\$2,000	Report of progress on CE	Completion of
Platform Maintenance		Online Mentoring Platform	Quarter 2 -
		Maintenance	(January 1 st -
(Ongoing, bills			March 31 st)
quarterly. Q2 includes			
finalization of FL			
Proficiency Mentoring			
platform, incorporating			
any FL specific data			
points.)			
Development of initial	\$5,000	Report of progress on CE	Completion of
fidelity database and		Fidelity Data.	Quarter 2 -
research protocol.			(January 1 st -
			March 31 st)
(Ongoing, bills			
quarterly. Q2 includes			
finalization of FL			
fidelity data collection			
process.)	* 1 = 0 0 0		
CE Proficiency Data	\$17,000	Report of Progress on CE	Completion of
Collection & Analysis		Proficiency Data Collection	Quarter 2 -
(0 : 1:11		& Analysis	(January 1 st -
(Ongoing, bills			March 31 st)
quarterly. Q2 includes			
submission of Draft			
Data Dashboards.)	Φ5 200	D : 4 :1 11	C 1 C
Quarterly Summary	\$5,300	Project support provided by	Completion of
Report of Contractor		Dr. Issac Carter, Doug	Quarter 2 -
SME effort,		Crandell, and Rebecca	(January 1 st -
contribution, and		Witonsky. Quarterly reports	March 31 st)
outcomes.		summarizing work activity	
(Ongoing. Bills Q2-Q4.		and project contribution.	
Summarizes work			
activity of Dr. Issac			
Carter, Doug Crandell,			
and Rebecca Witonsky)			
Provide in-state Mentor	\$10,599.68	Summary of in-state Mentor	Completion of
Activities	ψ10,377.00	Activities	Quarter 2 -
1101111100	(Project 4	1 Convinces	(January 1 st -
(Ongoing, bills	mentors @ 52		March 31 st)
quarterly. Instate	hours/mentor		1,141,011,011,011
mentors reimbursed for	in Q2.)		
time in project activities	\(·)		
	1	I .	I

at \$50.96/hour. Report			
summarizes activities			
and hours billed for			
each instate mentor.)			
Supplies	\$400	Monthly supplies, software,	Completion of
Supplies	\$400	subscriptions, expenses	Quarter 2 - (January 1 st - March 31 st)
Delivery of (3) Topical CE Trainings (Ongoing, bills	\$1,200	Deliver 3 Topical CE Trainings	Completion of Quarter 3 - (April 1 st -June 30th st)
quarterly. 3 trainings delivered during Q3.)			30th)
On-Demand CE Fidelity Overview Training Modules.	\$1,500	On-Demand CE Fidelity Overview Training Modules.	Completion of Quarter 3 - (April 1 st -June 30th st)
(Bills once, Q3. Submission of final ondemand CE Fidelity training modules to FL VR. Course launched for FL project participants.)			
Delivery of Instate CE Mentoring Follow-up Training	\$1,000	Deliver in-state CE Mentoring Follow-up Training	Completion of Quarter 3 - (April 1 st -June 30th)
(Training provided during Q2 & Q3. Q3 includes delivery of final web-based Mentor the Mentor training)			
Launch of (1) ACRE Online CE Training	\$7,000	Launch 1 ACRE Online CE Training	Completion of Quarter 3
(Ongoing. Project launching 1 training each in Q3 & Q4. Q3 includes recruitment & registration of up to 10 course participants.)			
Conduct/participate in onsite and virtual planning, meetings, or	\$20,260	Submit the summary of onsite and virtual planning, meetings, or TA to FL VR,	Completion of Quarter 3 -

TA to FL VR, CRPs, Instate Mentors, and/or ArtCIE Stakeholders delivered during Q3. (Ongoing. Includes monthly/quarterly virtual support, e.g., phone calls, emails, web-based meetings, and materials development with/for all project stakeholders, as well as onsite time.)	(Projects 18 hours/month of virtual TA at \$200/hour; 4 days of onsite meetings @ \$2,365/day, including travel)	CRPs, Instate Mentors, and/or ArtCIE Stakeholders delivered during Q3.	(April 1 st -June 30th st)
Proficiency Mentoring with 8 Employment Seekers (Ongoing. Bills during Q3 & Q4. Q3 includes enrollment of Employment Specialists supporting 8 employment seekers in the GHA Proficiency mentoring platform)	\$26,400	Proficiency Mentoring with 8 Employment Seekers	Completion of Quarter 3 - (April 1 st -June 30th st)
Summary Report of Proficiency Mentoring Fidelity Reviews (Ongoing, bills in Q3 & Q4. Includes summary of reviews and results of fidelity reviews conducted in Q3.)	\$1,000 (bills @ \$200/hour. Project 5 hours in Q3)	Summary Report of Proficiency Mentoring Fidelity Reviews	Completion of Quarter 3 - (April 1 st -June 30th st)
Provide project management & administration activities. Project Management & Administration. (Ongoing. Includes monthly project oversight and coordination; internal team planning; planning & oversight of subcontractors; and fiscal management)	\$5,400 (Project avg. of 9 hrs/month)	Submit the summary of quarterly project management & administration activities. Project Management & Administration.	Completion of Quarter 3 - (April 1 st -June 30th st)

	T		
Provide CE Online Mentoring Platform Maintenance	\$2,000	Summary of CE Online Mentoring Platform Maintenance	Completion of Quarter 3 - (April 1 st -June 30th st)
(Ongoing, bills quarterly. Q3 includes			,
necessary platform			
updates, fixes, and			
revisions.)	Φ.7. 0.00		
CE Fidelity Data Analysis	\$5,000	Report on progress CE Fidelity Data Analysis.	Completion of Quarter 3 - (April 1 st -June
(Ongoing, bills			30th st)
quarterly. Q3 includes			
summary of any fidelity data collected.)			
CE Proficiency Data	\$16,500	Report on Progress CE	Completion of
Collection & Analysis	\$10,000	Proficiency Data Collection & Analysis.	Quarter 3 - (April 1 st -June
(Ongoing, bills			30th st)
quarterly. Q3 includes			
any initial analysis of proficiency data and			
updated Q3 Data			
Dashboards.)			
Quarterly Summary	\$5,500	Project support provided by	Completion of
Report of Contractor		Dr. Issac Carter, Doug	Quarter 3 -
SME effort, contribution, and		Crandell, and Rebecca Witonsky. Quarterly reports	(April 1 st -June 30th st)
outcomes.		summarizing work activity	30tii)
		and project contribution.	
(Ongoing. Bills Q2-Q4.			
Summarizes work			
activity of Dr. Issac			
Carter, Doug Crandell, and Rebecca Witonsky)			
Provide in-state Mentor	\$10,395.84	Summary of in-state Mentor	Completion of
Activities	, , , , , , , , , , , , , , , , , , , ,	Activities	Quarter 3 -
	(Project 4		(April 1st-June
(Ongoing, bills	mentors @ 17		30th st)
quarterly. Instate mentors reimbursed for	monthly hours/mentor		
time in project activities	in Q3.)		
at \$50.96/hour. Report	m <i>\(\gamma_3.)</i>		
summarizes activities			
and hours billed for each			
instate mentor.)			

Supplies	\$400	Monthly supplies, software, subscriptions, expenses	Completion of Quarter 3 - (April 1 st -June 30th st)
Delivery of (3) Topical CE Trainings (Ongoing, bills quarterly. 3 trainings delivered during Q4.)	\$1,200	Deliver 3 Topical CE Trainings	Completion of Quarter 4 - (July 1st- September 30thst)
Launch of (1) ACRE Online CE Training (Ongoing. Project launching 1 training each in Q2 & Q4. Q4 includes recruitment & registration of up to 10 course participants.)	\$7,000	Launch 1 ACRE Online CE Training	Completion of Quarter 4 - (July 1st-September 30thst)
Delivery of CE Fidelity Administrator Trainings (Bills once, Q4. Includes delivery of 3 virtual CE Fidelity Administrator trainings)	\$1,500	Deliver CE Fidelity Administrator Trainings	Completion of Quarter 4 - (July 1st- September 30thst)
Summary of onsite and virtual planning, meetings, or TA to FL VR, CRPs, Instate Mentors, and/or ArtCIE Stakeholders delivered during Q4. (Ongoing. Includes monthly/quarterly virtual support, e.g., phone calls, emails, web-based meetings, and materials development with/for all project stakeholders, as well as onsite time.)	\$19,760 (Projects 17 hours/month of virtual TA at \$200/hour; 4 days of onsite meetings @ \$2,365/day, including travel)	Summary of onsite and virtual planning, meetings, or TA to FL VR, CRPs, Instate Mentors, and/or ArtCIE Stakeholders delivered during Q4.	Completion of Quarter 4 - (July 1 st - September 30th st)
Proficiency Mentoring with 8 new Employment Seekers	\$26,400	Proficiency Mentoring with 8 new Employment Seekers	Completion of Quarter 4 - (July 1 st -

(Ongoing. Bills during			September 30th st)
Q3 & Q4. Q4 includes enrollment of			
Employment Specialists			
supporting 8 employment seekers in			
the GHA Proficiency			
mentoring platform) Summary Report of	\$4,000	Summary Report of	Completion of
Proficiency Mentoring	Ψ1,000	Proficiency Mentoring	Quarter 4 -
Fidelity Reviews	(bills @ \$200/hour.	Fidelity Reviews	(July 1 st -
(Ongoing, bills in Q3 &	Project 20		September 30th st)
Q4. Includes summary	hours in Q4)		
of reviews and results of fidelity reviews			
conducted in Q4.)			
Provide project management &	\$4,800	Submit the summary of quarterly project management	Completion of Quarter 4 -
administration activities.	(Project avg.	& administration activities.	(July 1 st -
Project Management & Administration.	of 8 hrs/month)	Project Management & Administration	September 30th st)
	in s/month)	Administration	30th)
(Ongoing. Includes monthly project			
oversight and			
coordination; internal			
team planning; planning & oversight of			
subcontractors; and			
fiscal management) Summary of CE Online	\$1,000	Summary of CE Online	Completion of
Mentoring Platform	\$1,000	Mentoring Platform	Quarter 4 -
Maintenance		Maintenance	(July 1 st - September
(Ongoing, bills			30th st)
quarterly. Q4 includes necessary platform			
updates, fixes, and			
revisions.)	Ø5 000	D	Community C
CE Fidelity Data Analysis	\$5,000	Report on progress CE Fidelity Data Analysis	Completion of Quarter 4 -
			(July 1 st -
(Ongoing, bills quarterly. Q4 includes			September 30th st)
summary of any fidelity			,
data collected.)			

CE Proficiency Data Collection & Analysis (Ongoing, bills quarterly. Q4 includes any initial analysis of proficiency data and updated Q3 Data Dashboards.)	\$16,500	Report on progress CE Proficiency Data Collection & Analysis	Completion of Quarter 4 - (July 1 st -September 30th st)
Quarterly Summary Report of Contractor SME effort, contribution, and outcomes. (Ongoing. Bills Q2-Q4. Summarizes work activity of Dr. Issac Carter, Doug Crandell, and Rebecca Witonsky)	\$4,200	Project support provided by Dr. Issac Carter, Doug Crandell, and Rebecca Witonsky. Quarterly reports summarizing work activity and project contribution.	Completion of Quarter 4 - (July 1st- September 30thst)
Provide Instate Mentor Activities (Ongoing, bills quarterly. Instate mentors reimbursed for time in project activities at \$50.96/hour. Report summarizes activities and hours billed for each instate mentor.)	\$10,395.84 (Project 4 mentors @ 17 monthly hours/mentor in Q4.)	Summary of instate Mentor Activities	Completion of Quarter 4 - (July 1 st - September 30th st)
Supplies	\$375	Monthly supplies, software, subscriptions, expenses	Completion of Quarter 4 - (July 1 st - September 30th st)

Indirect Costs

As a non-profit Griffin-Hammis Associates uses the de minimis rate of 10 percent of their modified total direct costs (MTDC). The revised Y2 indirect costs total \$30,015.

Total Costs

The revised Y2 total project costs are \$330,161.

C. Financial Consequences: In addition to financial consequences identified in Section III.F., if the Organization fails to meet and comply with the activities/deliverables established in the Agreement or to make appropriate progress on the activities and/or towards the deliverables and they are not

resolved within two (2) weeks of notification, the Contract Manager shall approve a reduced payment.

- 1. The Foundation will withhold payment proportionate to the deficient activity or performance until the deficiency is cured.
- 2. Request the Organization redo or otherwise cure the work.
- 3. A financial consequence of \$500.00 shall be applied for each occurrence of non-compliance and/or lack of performance related to timeliness of quarterly activity and report submission for the ArtCIE Project.

VIII. Insurance

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.

IX. 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: <u>Joey D'Souza</u>	Position: Program Manager
Address: 1709 Hermitage Blvd., S	Suite 100, Tallahassee, FL 32308
Telephone: (850) 224-4493	Email: joseph@abletrust.org
Name: Dornecia Allen	Position: Grant Manager
Address: 1709 Hermitage Blvd., S	Suite 100, Tallahassee, FL 32308
Telephone: (850) 544-4899	Email: dornecia@ovidsolutions.net
CONTACT INFORMATION F Name: Molly Sullivan	OR ORGANIZATION: Position: Project Coordinator
	ody Road, Ste. 412 Atlanta GA 30338
Telephone: 503-703-3650	
Email: msullivan@griffinhammis	.com
Name: Kendra Yates	Position: Fiscal Representative
Address: 4514 Chamblee Dunwoo	ody Road, Ste. 412 Atlanta GA 30338
Telephone: 470-223-3936	extension:
Email: kyates@griffinhammis.com	<u>n</u>
Name: Beth Keeton	Position: Chief Executive

Address: 4514 Chamblee Dunwoody Road, Ste. 412 Atlanta GA 30338		
Telephone: 813-486-1214	extension:	
Email: <u>bkeeton@griffinhammis.com</u>		

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		<u>Organization</u>	
By:	Allison S. Chase	By: Ben In	
	Allison Chase, President & CEO	Title: Beth Keeton, Executive Director	
Date:	December 21, 2023	Date: December 21, 2023	