



GRANT AGREEMENT

24-003

BETWEEN

THE ABLE TRUST AND

UNIVERSITY OF SOUTH FLORIDA BOARD OF TRUSTEES

This MEMORANDUM OF AGREEMENT (“Agreement”), by and between The Able Trust (“Foundation”) and The University of South Florida Board of Trustees (“Organization”), each individually a “Party” and collectively “the Parties”.

IT IS THEREFORE agreed between The Able Trust and University of South Florida Board of Trustees:

I. Purpose:

To fund the Arts to Competitive Integrated Employment (ArtCIE) program in Florida, in the amount of Nine hundred fifty-three thousand one hundred eight dollars (\$953,108.00). 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

University of South Florida, Center for Assistive Rehabilitation and Robotics Technologies (CARRT) shall develop and provide career exploration technology in virtual and/or augmented realty environments. Building on previous collaborations with Vocational Rehabilitation, this will

provide an innovative way for people with multiple disabilities to learn about and experience a wide range of work options as a sensory discovery. CARRT will tailor the options based upon real work at arts and entertainment venues and partner with FLVR's Business Relations Unit, Policy Works and the pilot sites. Many of the services involve training for 14(c) provider staff as they support individuals to transition to CIE.

In year 2 (execution of the contract through September 30th, 2024), the CARRT will focus on identifying key partners and stakeholders who can assist in the Virtual Reality for Vocational Rehabilitation (VR4VR) modules' concepts. This is important to establish the relevance and value of potential environments for career exploration in the field of arts and job training for successful job placement. 5-10 storyboards will be developed that will depict simulation environments and interactions in creative careers as well as ancillary jobs in the field of arts. These will be presented to partners and stakeholders to provide feedback and revise. At least 2 VR4VR modules will be initiated for development, and their scope will be defined based on the Arts, Entertainment and Recreation industry (referred to as arts). These modules will be designed for customer exploration discovery, assessment, and training. Updates in hardware and software for the existing VR4VR system will be initiated in year 2.

C. ArtCIE Program Outcomes (Year 2)

The following applies to the ArtCIE project in general, and not specifically to USF:

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 Agreement. Failure to provide progress reports as requested will result in a delay of future payments, and may result in a reduction of the grant award.
- C. 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 April 10, 2024, July 10, 2024, and October 10, 2024.
- D. Supplemental materials with all quarterly, fiscal, and programmatic reports such as copies of receipts, invoices, salary paid, photographs and other listed materials.
- E. 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.
- F. The Organization shall submit 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 Agreement. 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 Agreement 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, or agreement made by Organization under this Agreement, 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 Agreement, 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 Agreement.
- 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 incur 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 represents 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 generated or shared under this Agreement. 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 Agreement 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 Agreement may be used for the purpose of lobbying the Legislature, the judicial branch, or a state agency.
- J. This Agreement shall be governed by the laws of the State of Florida, and venue for purposes of any action brought to enforce or construe the Agreement shall lie exclusively in courts of competent jurisdiction in Florida.

V. Other Agreement Conditions

- A. Each Party has sovereign immunity as an agency or subdivision of the State of Florida. Each Party assumes risk of injury or loss of property, personal injury, or death caused by the negligent or wrongful act or omission of any of its employees while acting within the scope of their employment as provided in s. 768.28, Fla. Stat. and subject to the limits stated therein. Each Party acknowledges this Agreement will not be construed as a waiver of sovereign immunity by either party or the State of Florida, including its other agencies or subdivisions, beyond that provided in s. 768.28, Fla. Stat..
- B. The Organization will acknowledge existing Foundation grants and/or those that will operate concurrently to this grant prior to the execution of this Agreement.
- 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 Agreement 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 Agreement 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 Agreement 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 Agreement with the Department of Education or a purchase by the Department of Education under a State Term Agreement.
5. The Department of Education shall have full and complete ownership of all software developed pursuant to the Agreement 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 Agreement 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. **Agreement Service Dates:** The contract begins upon execution by both Parties and ends September 30, 2027

VII. **Payments**

- A. Foundation agrees to provide \$953,108.00 to Organization as Grant# 24-003 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 Agreement 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

Deliverable	Deliverable Price	Performance Measure (minimum performance criteria)	Projected Completion Date
Identify key partners and stakeholders who can assist in the VR4VR modules.	\$25,181	At least 5 key partners and stakeholders are identified.	completion by end of Quarter 2- (January 1, 2024 - March 31, 2024)
Travel	\$3,000	Monthly travel expenses	Beginning Quarter 2 and continuing through Quarter 4 (January 1, 2024 - September 30, 2024)
Develop 5-10 storyboards to describe potential simulation environments and identify modules for arts and recreation.	\$28,181	Develop 5-10 storyboards to describe potential simulation environments and identify 2 modules in arts and recreation.	completion by end of Quarter 3 - (April 1, 2024 - June 30, 2024)
Initiate work on two new modules	\$28,182	A report describing the state of the work on the two new modules.	completion by end of Quarter 3- (April 1, 2024 – June 30, 2024)
Initiate updates on hardware and software on the existing VR4VR system	\$28,182	A report describing the state of the hardware and software updates on the existing VR4VR system	completion by end of Quarter 4 - (July 1 st - September 30, 2024)

- 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

Organization has Workers' Compensation Coverage provided pursuant to the laws of the State of Florida. Organization has General Liability Coverage with limits of \$200,000.00 each person and \$300,000.00 each occurrence provided pursuant to Chapter 284, Part II, §768.28, Fla. Stat., and any rules promulgated thereunder. Organization has Automobile Liability Coverage with general liability limits of \$200,000.00 each person and \$300,000.00 each occurrence and personal injury limits of \$10,000.00 each person and \$10,000.00 each occurrence provided pursuant to Chapter 284, Part II, §768.28, Fla. Stat., the Florida Vehicle No-Fault Law, and any rules promulgated thereunder. The Foundation acknowledges Organization's self-insurance is adequate for the purposes of this Agreement in lieu of other insurance requirements. Organization shall provide the Foundation evidence of its self-insurance upon written request.

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: Joey D'Souza Position: Program Manager
Address: 1709 Hermitage Blvd., Suite 100, Tallahassee, FL 32308
Telephone: (850) 224-4493 Email: joseph@abletrust.org

Name: Dornecia Allen Position: Grant Manager
Address: 1709 Hermitage Blvd., Suite 100, Tallahassee, FL 32308
Telephone: (850) 544-4899 Email: dornecia@ovidsolutions.net

CONTACT INFORMATION FOR ORGANIZATION:

Name: Redwan Alqasemi Position: Project Coordinator
Address: 4202 E Fowler Ave, ENG 030, Tampa, FL 33620
Telephone: (813) 974-2115 Email: alqasemi@usf.edu

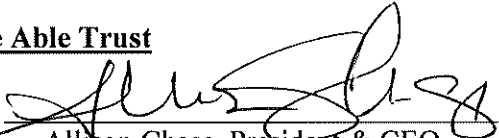
Name: Haley Bruns Position: Senior Sponsered Research Administrator
Address: 3702 Spectrum Blvd., Suite 165, Tampa, FL 33612
Telephone: (813) 974-9163 Email: hbruns@usf.edu

- 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

By: 
Allison Chase, President & CEO

Date: Feb. 14, 2024
AC


Organization

Stephanie Rios
By: _____
Stephanie Rios, Director Sponsored Research

Digitally signed by
Stephanie Rios
Date: 2024.02.13
14:20:53 -05'00'

Date: _____

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY


Timothy C. Mays, Jr.
USF ATTORNEY