

Work Agreement for Contract Services

This Work Agreement for Contract Services (this “Agreement”) shall be effective as of July 24, 2024, by and between the **Southwest Florida Community Foundation, Inc. DBA Collaboratory** (“Collaboratory”) **FutureMakers Coalition**, 2031 Jackson Street, Suite 100, Fort Myers, Florida 33901 and Lee County, a political subdivision of the State of Florida (“Service Provider”), 2000 Main St. Fort Myers, Fl 33901.

1. **Description of Services.** Beginning on the effective date above, Service Provider shall provide tuition assistance to students in the below programs as outlined in proposal budget (attached), total amount per program is listed.

Awarded Program Name	Number of people trained	Total Amount Awarded
Critical Care Paramedic Certificate	30	\$75,184.00
Leadership Training	31	\$75,183.50
Basic Certificate in Quality and Safety - IHI Open School	20	\$75,183.50
PHTLS, EPC, Community Paramedic	20	\$75,183.50

Funding can only be used for participants who:

- Have signed the provided IRB consent form giving consent to collect and report their data
- live within the SWFL region (Lee, Collier, Charlotte, Hendry or Glades county)
- Are enrolled in one of the programs listed above and will complete by September 30,2027, Good Jobs Funding cannot be used after May 31, 2025.

2. **Data Sharing Agreements.** The Pipeline Project will require the collection of and sharing of data among the Participants to fulfill objectives of the project.
 - a. Service providers will provide a narrative description of tactics and processes used to recruit students, focusing on underserved populations, degree completion and job placement for the purposes of replicability.
 - b. Certificate completion rate and job placement of those individuals served.

- c. Provide data and information to support evaluation of outcomes, and success of partner organizations to reach shared goals of increased equitable access to and completion of training to earn the credentials needed to fill jobs in Southwest Florida.
- D. Service provider agrees to submit participant data quarterly to FutureMakers Coalition. Participant data includes, but is not limited to: Name, date of birth, gender, address, race/ethnicity, program name, program start and end date, status of training, and job placement information such as start date, wages, etc. of all funded participants through September 30, 2027. Signed IRB consent forms for each participant will need to be submitted with participant data to the Collaboratory.

Phase	Reports	Reporting Period
<p>Phase 1</p> <p>Funding Period (May 1, 2024-May 31,2025)</p> <p><i>All funds must be spent</i></p>	<p>Data of participants funded recruited, admitted, enrolled, completed and job placement information.</p>	<p>Quarterly, for the periods ending March 31, June 30, September 30, and December 31</p>
<p>Phase 2</p> <p>After Funding Period (June 1, 2025-May September 30,2027)</p>	<p>Data of participants funded as they finish training and job place. Data of newly trained participants that were funded outside of Good Jobs Challenge funding to report on sustainability of program.</p>	<p>Quarterly, for the periods ending March 31, June 30, September 30, and December 31 through September 2027</p>

- 3. **Payment for Services.** Service Provider will invoice Collaboratory on the first day of each program for the number of students enrolled, with a maximum of number of students per program as outlined above, total not to exceed \$300,734.50. Funds must be spent by May 31, 2025. Any unused amounts must be returned by June 1, 2025.
- 4. **Term of Agreement.** This Agreement shall remain in effect from the date written above and expire on September 30,2027 unless cancelled

by either party by written notice to the other party of at least thirty (30) days prior to the effective date of cancellation.

5. **Relationship of Parties.** It is understood by the parties that Service Provider is an independent contractor with respect to Collaboratory and not an employee of Collaboratory. Collaboratory shall not provide fringe benefits, including health insurance, paid vacation, or any other employee benefit, for the benefit of Service Provider. Service Provider shall provide its own equipment and supplies necessary to perform the Services under this Agreement except as requested by Collaboratory due to any special needs of Collaboratory. According to the Federal Award Agreement and Uniform Guidance Section 200.403, no refreshments, entertainment, or alcohol may be purchased with this funding. Equipment purchases must have pre-approval from Collaboratory before funds can be used.

6. **Work Product Ownership.** Any copyrightable works, ideas, discoveries, inventions, patents, products, or other information (collectively, the "Work Product") developed in whole or in part by Service Provider in connection with the Services shall be the exclusive property of Collaboratory. Upon request Service Provider shall sign all documents necessary to confirm or perfect the exclusive ownership of Collaboratory to the Work Product.

7. **Publicity**

Collaboratory as the backbone organization of the FutureMakers Coalition, may make public, using any media, information about the project, its purpose, and the identity of the Service Provider.

Collaboratory will give the Service Provider prior notice if it, or as the funders notify us of, plans more extensive public coverage of the project beyond routine.

The Service Provider will notify its designated staff representative at the Collaboratory in advance of its plans to publicly announce the project.

Collaboratory encourages the Service Provider to share our partnership and would appreciate your use of FutureMakers Coalition logo on your website, on print materials and/or a mention of Collaboratory logo on your website, on print materials and/or a mention of Collaboratory whenever talking about this project. The downloadable logo and the Brand Standards Guide is available on our website at Brand Guidelines - FutureMakers Coalition.

The Service Provider will provide Collaboratory with an advance copy of any substantial communication that publicizes the grant, or the work funded hereby, as Collaboratory must notify the funders. The funders reserve the right to review and approve the possible use of its name in the context of such communications and to determine the appropriate use of its name in connection therewith before any such communications are issued. The Service Provider will give Collaboratory at least 7 business days to complete review of such communications.

8. **Confidentiality.** This Agreement is subject to Chapter 119, Florida Statutes, the Florida Public Records Law. Service Provider shall not at any time or in any manner, either directly or indirectly, use for the personal benefit of Service Provider, or divulge, disclose, or communicate in any manner any information that is proprietary to Collaboratory. Service Provider shall protect such information and treat it as strictly confidential. This provision shall continue to be effective after the termination of this Agreement. Upon termination of this Agreement, Service Provider shall return to Collaboratory all records, notes, documentation, and other items that were used, created, or controlled by Service Provider during the term of this Agreement.
9. **Injuries.** Service Provider acknowledges Service Provider's obligation to obtain appropriate insurance coverage for the benefit of Service Provider (and Service Provider's employees, if any). Service Provider waives any rights to recovery from Collaboratory for injuries that Service Provider (and/or Service Provider's employees) may sustain while performing services under this Agreement and that are a result of the negligence of Service Provider or Service Provider's employees.
10. **Indemnification.** Subject to the monetary limits established in Section 768.28, Florida Statutes, as may be amended from time to time and not to be construed as a waiver of any sovereign immunity rights, Service Provider agrees to indemnify and hold Collaboratory harmless from all claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against Collaboratory that result from the acts or omissions of Service Provider, Service Provider's employees, if any, and Service Provider's agents.

11. Other Terms.

a. Service Provider must complete and provide to Collaboratory the IRS Form W-9 Request for Taxpayer Identification Number and Certification.

Entire Agreement. This Agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written.

12. Severability. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

13. Applicable Law. This Agreement shall be governed by the laws of the State of Florida.

PARTIES CONTRACTING SERVICES:

Collaboratory

By:

DocuSigned by:
Dawn Belamarich
756622861BC040C...

Its: _____

Date: _____

Service Provider

By:

Its: _____

Date: _____