

# Ventas



## Consulting



### Statement of Work Salesforce.com Professional Services



**Ventas Consulting, LLC**  
5 Cowboys Way, Suite 300  
Frisco, Texas 75034

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## Statement of Work Provisions

This STATEMENT OF WORK shall be executed pursuant to the Services Agreement (the "Agreement") among Ventas Consulting, LLC and CareerSource Central Florida (hereinafter "CLIENT"). Terms used herein and not otherwise defined shall have the meanings as defined in the Agreement.

**Scope of Work** Ventas Consulting, LLC proposes to make the services contained in this Statement of Work (the "Services") available to CLIENT

**Start Date:** July 01, 2024

**End Date:** June 30, 2025

**Termination:** Either party may terminate the Statement of Work for convenience at any time by providing a 60 day written notice to the other party. In the event this Statement of Work is terminated by CLIENT due to no fault of Ventas Consulting, any amounts pre-paid to Ventas Consulting shall not be refundable and CLIENT shall pay the hourly rate of Ventas Consulting for hours of work up to date of termination plus any additional expenses incurred in performance of the Services. If Ventas Consulting terminates this Statement of Work due to no fault of CLIENT, then Ventas Consulting shall refund any pre-paid amounts for which Services have not yet been provided.

## Primary Contacts

### **Ventas Consulting, LLC Key Contact**

Below are your primary contact(s) from Ventas Consulting related to the proposal contained herein

Richard Gonzales, President  
(214)491-8246  
[richard@ventasconsulting.com](mailto:richard@ventasconsulting.com)

### **CSCF Key Contact**

Below is the primary contact for CLIENT

CRM Specialist

Merline Ulysse  
[mulysse@careersourcecf.com](mailto:mulysse@careersourcecf.com)  
(407) 868-4022

Office

390 N. Orange Ave.  
Suite 700  
Orlando, FL 32801  
[www.careersourcecentralflorida.com](http://www.careersourcecentralflorida.com)

## **Support Services**

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### **Support Overview**

A Ventas Consulting support contract is designed to pre-negotiate preferable rates for work performed outside and above project-based statements of work. In many cases, questions, configurations and additional support is required to assist customers after projects have closed. Ventas Consulting's support contracts exist to expedite services to address these issues without having to define a separate statement of work for each incident.

#### **Availability of service**

- Utilizing a support contract ensures a timely response in addressing and responding to any technical issues at hand
- Without such contract, an SOW will need to be generated, while access to resources can be subject to availability
- Support contracts maintain direct access to resources to respond to customer requests

#### **How the service works**

- A Ventas Consulting resource receives a phone or electronic support request
- A Ventas Consulting resource will address the client request

### **Support Services**

1) CLIENT will engage Ventas Consulting to oversee and administer their Salesforce.com application

#### **Responsibilities**

- Ongoing administrative support
- Basic configuration and data migration
- Post-Project configuration of custom fields, pick lists, workflows, etc.
- Improve custom reporting efficiency
- Creation of custom reports, views, & dashboards
- Mentoring and helping optimize Salesforce.com solutions
- Field all Salesforce.com user questions
- Address duplications, merges & deletes
- Ensure functional integrity
- CRM strategy and process planning support
- Customized training and ongoing support

- Project based work as requested

2) CLIENT would also like to engage Ventas Consulting to provide ongoing Maintenance and Support Services related to custom development efforts as defined in previous SOW's

**Responsibilities**

- Technical Support
- Maintenance and corrections
- Periodic enhancements
- Design and product education/knowledge transfer

## **Support Assumptions**

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This Statement of Work specification is based on the following support assumptions:

- As a member of our Salesforce.com Administration Program, your organization will have access to a Salesforce.com Certified Consultant dedicated to the success of your organization. Your dedicated consultant will become intimately familiar with your business processes and act as an extension of your organization. They are available to refine existing and help define and implement new business process.
  
- **Ventas Consulting** will dedicate one primary individual with a secondary back-up to your organization and set up cases in the customer service module to manage and document all support requirements. And, of course, your consultant will help with all aspects of Salesforce.com support, administration and configuration, including but not limited to:
  - User, Role & Profile Management
  - Basic Configuration & Customization
  - Report and Dashboard Development
  - Data Management
  - Programming and application development (i.e. Apex Triggers, Visualforce, etc.)
  - Support on functionality of Salesforce.com
  - Support for 3rd party integration and AppExchange applications
  - Field all Salesforce.com user questions
  - Ongoing training
  
- Ventas Consulting shall provide the support services only to designated CLIENT users (the “Supported Users”) or such other representatives as the Supported Users may designate from time to time.
  
- **This service includes a “not to exceed” of up to 1379 support hours for term year of contract.**
  
- Hours of support are 8AM – 5PM Central Standard Time, Monday – Friday, excluding holidays. Service level response for support requests is not generally available under this support option, although our average response time is well within 24hrs. If CLIENT requires a service level on response times, this shall be subject to a separate written Support Agreement among the parties.
  
- Except and to the extent that the following additional services may be accomplished within the hours contemplated by this agreement, these items are generally not included in this support agreement and will be invoiced in additional to the **set hourly billing rate of \$145/hour for**

**actual work perform.**

- Initiatives that are large or require dedicated project management
  - Business process consulting
  - Modifications to third party integrated applications
  - Complex configuration that requires major revisions to custom integration
  - Projects that require scoping, business process requirements or functional requirements that are not well defined
- Ventas will track all hours spent satisfying this agreement and provide a quarterly report to CLIENT detailing all support activities. Monthly hours allocated and not used during any given month will not expire and will automatically roll over and may be used within the term of the contract.

## **Additional Assumptions**

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### **Requirements Specification**

This Statement of Work is based on the following additional assumptions:

CLIENT utilizes as its CRM system Salesforce.com ("SFDC").

The Deliverable is based on the features of the technologies identified therein which are available in general release as of the date of this Statement of Work unless otherwise specified. Ventas Consulting shall not be responsible for any feature eliminated or delayed by a technology vendor, but shall work with CLIENT to determine appropriate alternatives as necessary.

CLIENT will make available certain members of management team directly vested in the success of any deliverable request. Via phone or in-person, Ventas Consulting will discover key requirements, issues, and business processes.

If access to technical systems is required by Ventas Consulting to complete the services hereunder, CLIENT shall furnish to Ventas Consulting an access to such systems or authorize Ventas Consulting to establish the same on its behalf. The cost of such access shall be for the account of CLIENT and is not included in the services fee covered by this Statement of Work.

Services not specifically identified herein, shall not be included under this Statement of Work.

# Service Level Agreement (“SLA”)

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## 1. Agreement Overview

This Agreement remains valid until superseded by a revised agreement mutually endorsed by the stakeholders. This Agreement outlines the parameters of all services covered as they are mutually understood by the primary stakeholders. This Agreement does not supersede current processes and procedures unless explicitly stated herein.

## 2. Goals & Objectives

The **purpose** of this Agreement is to ensure that the proper elements and commitments are in place to provide consistent service support and delivery to the Client(s) by the Service Provider(s).

The **goal** of this Agreement is to obtain mutual agreement for support service provision between the Service Provider(s) and Client(s).

The **objectives** of this Agreement are to:

- Provide clear reference to service ownership, accountability, roles and/or responsibilities.
- Present a clear, concise and measurable description of service provision to the Client.
- Match perceptions of expected service provision with actual service support & delivery.

## 3. Stakeholders

The following Service Provider(s) and Client(s) will be used as the basis of the Agreement and represent the **primary stakeholders** associated with this SLA:

**Service Provider(s):** Ventas Consulting, LLC (“Provider”)

**Client(s):** CareerSource Central Florida (“Client”)

## 4. Periodic Review

This Agreement is valid from the **Effective Date** outlined herein and is valid until further notice or until service contract either expires or is cancelled. This Agreement should be reviewed at a minimum once per fiscal year; however, in lieu of a review during any period specified, the current Agreement will remain in effect.

The **Business Relationship Manager** (“Document Owner”) is responsible for facilitating regular reviews of this document. Contents of this document may be amended as required, provided mutual agreement is obtained from the primary stakeholders and communicated to all affected parties. The Document Owner will incorporate all subsequent revisions and obtain mutual agreements / approvals as required.

**Business Relationship Manager:** Richard Gonzales

**Review Period:** 1 Year

**Previous Review Date:** NA

**Next Review Date:** June 1, 2025



## 5. Service Agreement

The following detailed service parameters are the responsibility of the Service Provider in the ongoing support of this Agreement.

### 5.1. Service Scope

The following Services are covered by this Agreement;

Manned telephone support  
Monitored email support  
Remote assistance using Remote Desktop and a Virtual Private Network where available  
Planned or Emergency Onsite assistance (extra costs may apply)  
Periodic system health check

### 5.2. Client Requirements

**Client** responsibilities and/or requirements in support of this Agreement include:

- Payment for all support costs at the agreed interval.
- Reasonable availability of Client representative(s) when resolving a service related incident or request.

### 5.3. Service Provider Requirements

**Service Provider** responsibilities and/or requirements in support of this Agreement include:

- Meeting response times associated with service related incidents.
- Appropriate notification to Client for all scheduled maintenance.

### 5.4. Service Assumptions

Assumptions related to in-scope services and/or components include:

- Changes to services will be communicated and documented to all stakeholders.
- Provide dedicated primary individual with a secondary back-up to the client organization and set up cases in the customer service module to manage and document all support requirements.
- Provide same day response time on status and timing on addressing all requests with clear documentation on work completed and outstanding support tickets.

## 6. Service Management

Effective support of in-scope services is a result of maintaining consistent service levels. The following sections provide relevant details on service availability, monitoring of in-scope services and related components.

### 6.1. Service Availability

Coverage parameters specific to the service(s) covered in this Agreement are as follows:

- **Telephone support** : 8:00 A.M. to 5:00 P.M. (CST) Monday – Friday
  - Calls received out of office hours will be forwarded to a mobile phone and best efforts will be made to answer / action the call, however no action can be guaranteed until the next working business day

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- **Email support:** Monitored 8:00 A.M. to 5:00 P.M. (CST) Monday – Friday
  - Emails received outside of office hours will be collected, however no action can be guaranteed until the next working business day
- Onsite assistance guaranteed within 72 hours during the business week

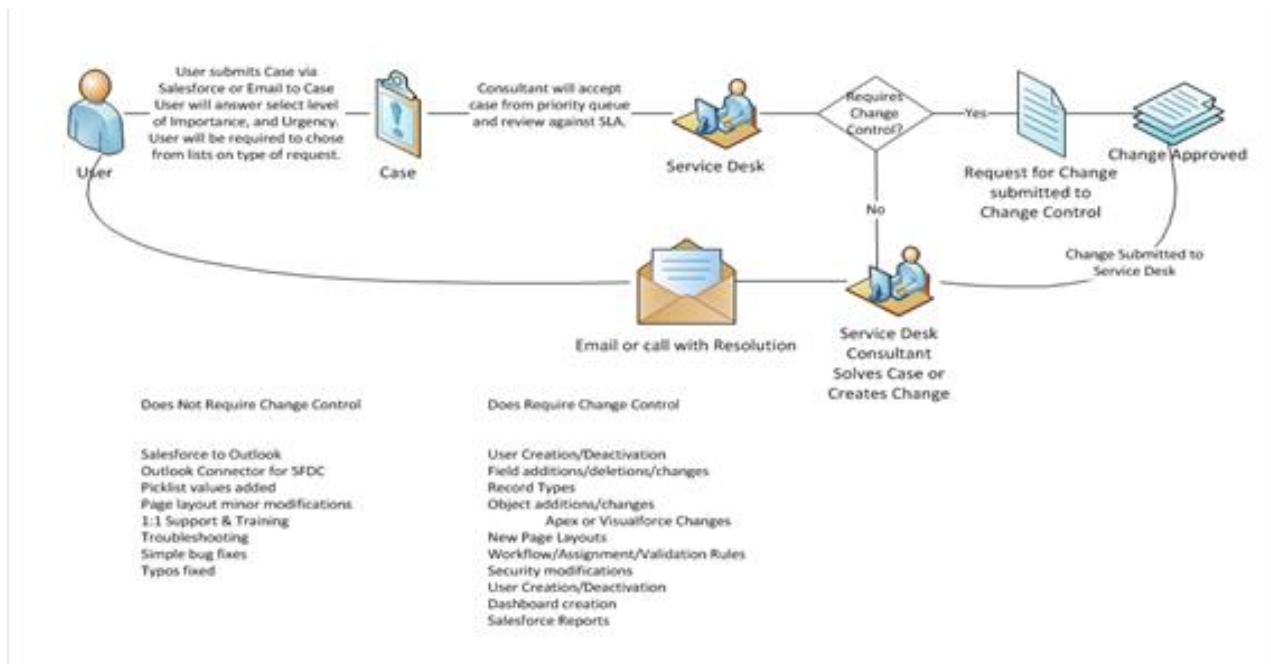
## 6.2. Service Requests

In support of services outlined in this Agreement, the Service Provider will respond to service related incidents and/or requests submitted by the Client within the following time frames:

- 0-8 hours (during business hours) for issues classified as **High** priority.
- Within 48 hours for issues classified as **Medium** priority.
- Within 5 working days for issues classified as **Low** priority.

Remote assistance will be provided in-line with the above timescales dependent on the priority of the support request.

## 7. Service Request Process Diagram



## Timetable

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Based on the responsibilities contained in this Statement of Work the timetable to complete deliverables or requests shall also depend on the following factors:

CLIENT management availability for detail discovery meetings

Timely access for Ventas Consulting to any CLIENT information systems which are necessary to complete any deliverable

Ability of CLIENT to make timely decisions as necessary

Timely engagement of Ventas Consulting by CLIENT under this contract

**Dependencies which are not met and which are the responsibility of CLIENT may result in delays.**

## Fee Schedule

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### Services Fee

As compensation for the services contained in this document, Ventas Consulting proposes the following fee structure below:

**Support services will be invoiced on the 1<sup>st</sup> day of each month and services fee during term of contract will not exceed \$199,955**

➤ **Services Fee is payable as follows with payment terms due upon receipt of invoice(s)**

➤ **Monthly Support Hours worked will be billed on the 1ST of each month and invoices payable upon Net 30 Terms**

The Services Fee is based on the responsibilities outlined in this document. Should CLIENT change the requirements which cause re-work, or request hours of effort in excess of those provided under contract, such hours will be invoiced additionally at the rate of \$145/hour. All support services are billed at a minimum of 30 minute increments.

The pricing and terms contained in this Statement of Work shall expire (15) days from the date on the cover hereof, if not extended by Ventas Consulting in writing or accepted by CLIENT prior to such date.

By signing below, CLIENT accepts the terms of this contract.

Accepted by:

**Ventas Consulting, LLC**

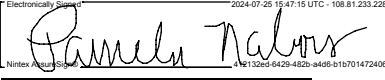
By: 

Title: President

Date: 7/25/2024

Accepted by:

**CareerSource Central Florida**

By: 

Title: President/CEO

Date: 07/24/2024

**Please return all pages of this Statement of Work via one of the following:**

**By FAX to: 866.479.8373**

**By E-MAIL to: [richard@ventasconsulting.com](mailto:richard@ventasconsulting.com)**

**By MAIL to: Ventas Consulting, LLC  
5 Cowboys Way, Suite 300  
Frisco, Texas 75034**

# SERVICES AGREEMENT

THIS SERVICES AGREEMENT is made and entered into as of July 15, 2024 (the "Effective Date"), between **Ventas Consulting, LLC**, with offices at 5 Cowboys Way, Suite 300 Frisco, TX 75034 (the "Company") and **CareerSource Central Florida** with offices at 390 N. Orange Ave., Suite 700, Orlando, FL 32801 (the "Client").

This Services Agreement, together with each Statement of Work executed between the parties forms the agreement among the parties (the "Agreement"), as may be amended from time to time.

In consideration of the mutual promises contained herein, the parties agree as follows:

## 1. SERVICES.

**(a) Services Provided by Company.** During the term of this Agreement, Company agrees to provide consulting and/or other mutually agreed upon services to Client which Client may authorize, from time to time, by the execution of Statements of Work as described in this Agreement or by other written notice. COMPANY SHALL NOT BE OBLIGATED TO PROVIDE ANY SERVICE UNTIL A STATEMENT OF WORK OR OTHER WRITTEN AUTHORIZATION HAS BEEN EXECUTED IN ACCORDANCE WITH THIS AGREEMENT.

**(b) Point of Contact.** Each party shall designate a principal point of contact between the parties for all matters relating to services provided under a particular Statement of Work. A party may designate a new point of contact by written notice to the other party.

## 2. STATEMENTS OF WORK.

**(a) Issuance of Statements of Work.** All Statements of Work or other forms of written authorization executed between the parties shall be subject to the terms and conditions set forth in this Agreement. In the event any provision contained in a Statement of Work conflicts with any term, condition, or clause in this Services Agreement, the provisions of the Statement of Work shall control for that provision.

**(b) Activation of Statements of Work.** A Statement of Work under this Agreement shall become activated once executed by both Company and Client.

**(c) Termination of Statements of Work.** Any individual Statement of Work under this Agreement may be terminated according to the provisions set out in each Statement of Work. Upon termination of a Statement of Work, Company shall promptly turn over to Client all documentation, programs, reports, data, materials, and work in process generated during the performance of the terminated Statement of Work, and Client shall be obligated to pay for time, materials and project-related expenses within 10 days after receipt of Company's invoice relating to such Statement of Work.

**(d) Project Related Expenses.** Only where travel for Company's personnel is approved in advance by Client, shall actual and reasonable travel expenses incurred by Company's personnel be billed to Client. In the event any foreign, federal, state or local taxes are assessed on any item delivered under any Statement of Work (other than income taxes on Company's income), Client shall pay such taxes or reimburse Company if Company paid such taxes. Amounts owed under this paragraph shall be paid in accordance with Section 3(b).

### 3. COMPENSATION & PAYMENT.

Company agrees to provide services to Client, and Client agrees to accept services and pay Company for same as follows:

**(a) Fees, Rates & Payment Terms.** The fees, rates and payment terms for the services provided by the Company shall be set forth in the most recent Statement of Work executed between Client and Company until Company provides Client with written notice of any change in Company's fee structure which Client must agree to.

**(b) Invoices and Payments.** For all services, fees, expenses, amounts owed and reimbursements described in this Agreement, including any Statement of Work, unless otherwise provided for in a Statement of Work, Company shall prepare and submit invoices to Client which shall include reasonably detailed descriptions of the services performed during the period. Client will pay to Company the invoiced amounts within 30 days of the invoice date. In the event payment is not made within such 30-day period, Client agrees to pay interest on all sums owing after such due date at a rate equal to the lesser of 1.5% per week or the highest lawful rate. If Client in good faith disputes any portion of any invoice, Client shall submit full payment to Company of the undisputed portion of the invoice and written documentation identifying and supporting the dispute. Client will reimburse Company for any and all expenses Company may incur, including reasonable attorneys' fees, in collecting any amounts past due under this Agreement.

**(c) Records.** Each party will maintain complete and accurate records relating to any amounts charged or made in connection with the services provided under this Agreement.

### 4. TERM AND TERMINATION.

**(a) Term.** This Agreement will commence on the Effective Date and will remain in full force and effect until terminated as provided in this Section 4.

**(b) Termination due to Breach.** In the event either party materially breaches this Agreement, which breach is not cured within fifteen (15) days after written notice is given to the breaching party specifying the breach or, with respect to those breaches which cannot reasonably be cured, the party not in breach may terminate this Agreement by giving written notice to the breaching party and pursue any and all remedies subject to the provisions of this Agreement.

**(c) Termination for Nonpayment.** This Agreement may be terminated by Company upon written notice in the event Client fails to perform its obligation for payment of invoices pursuant to this Agreement. Upon notification from Company, Client shall pay such overdue invoices within five (5) days of such notice or Company shall have the right to terminate this Agreement and all Statements of Work hereunder forthwith and to recover for all services performed and/or products delivered prior to the date of termination.

**(d) Termination for Inactivity.** In the event Client does not execute Statements of Work pursuant to Section 2(b) within twelve (12) months of the Effective Date, this Agreement shall automatically terminate. This Agreement shall likewise terminate in the event that more than twelve (12) months elapse since the last services provided to Client by Company.

**(e) Termination for Insolvency.** Either party may terminate this Agreement upon written notice to the other party in the event such other party (i) seeks reorganization or release under the U.S. Bankruptcy Code, (ii) seeks the appointment of a trustee, receiver or custodian, (iii) becomes the subject of a proceeding seeking the liquidation, winding-up, dissolution, reorganization or the like of such party, and such proceeding is not dismissed within sixty (60) days of the commencement thereof, (iv) makes an assignment for the benefit of creditors, or (v) has a substantial part of such party's property become subject to any levy, seizure, assignment, application or sale for or by any creditor or government agency.

**(f) Termination for Change of Control.** Either party may terminate this Agreement upon written notice to the other party in the event of a Change of Control of either party hereto. Change of Control shall mean that (i) any shareholder or group of shareholders acting alone or in concert including any of their affiliates and associates, who are not affiliates of the shareholders of a party as of the Effective Date and do not presently have the power to elect a majority of the members of a party's Board of Directors or Trustees, shall have the power to elect or have elected a majority of the party's Board of Directors or Trustees (a "Non-Affiliate") or (ii) there is a sale or transfer of a majority of the assets or the majority of the beneficial ownership of the voting securities of a party in a single transaction or series of related transactions (whether by merger or otherwise) to a Non-Affiliate.

**(g) Termination for Convenience.** Either party may terminate this Services Agreement for convenience upon written notice to the other party of not less than the greater of: (i) thirty (30) days or (ii) the greatest number of days remaining in the term of any Statement of Work.

**(h) Effect of Termination.** Upon expiration or termination of this Agreement, or any Statement of Work attached hereto, or any services provided hereunder for any reason, (i) all licenses and other rights granted to Company or Client hereunder will become null and void, (ii) all materials, including without limitation, confidential information, provided by either party to the other hereunder will be promptly returned after the effective date of termination, and (iii) all earned and unpaid fees and expenses will become immediately due and payable, and (iv) all work product produced for Client by Company will be provided to Client upon receipt of all earned and unpaid fees and expenses. Each party's termination rights set forth in this Agreement are cumulative and are in addition to all other rights and remedies available to the parties.

## **5. INDEMNIFICATION AND LIABILITY.**

**(a) Indemnification and Limitation on Liability.** Subject to the limitations set forth in this paragraph, Company and Client shall each protect, defend, indemnify and hold the other and the other's successors, directors and officers harmless from any loss, liability, damage, cost or expense (including reasonable attorneys' fees) caused by, arising out of, or resulting from any intentional or negligent act or omission on the part of the indemnifying party, its officers, directors, or employees in the performance of, or the failure to perform, this Agreement. Client acknowledges that Company has made no representations or warranties of any kind, express or implied, with respect to the services provided hereunder. Neither party shall be liable to the other for any special, incidental, consequential, punitive or indirect damages, including, without limitation, lost profits or business expectancy damage, computer downtime or any other unauthorized use, whether in contract or in tort, or otherwise, whether or not such party had notice of the possibility of such damages occurring, arising out of such party's performance or alleged nonperformance of this Agreement.

**(b) Limitation on Cause of Action.** No action, regardless of form, arising out of the transactions under this Agreement may be brought by either party more than one year after the cause of action has occurred except that an action for nonpayment for services as provided herein may be brought within two years after the date of last payment or date of last services performed, whichever shall occur later.

## **6. PROPRIETARY INFORMATION.**

**(a) Client Proprietary Information.** Materials furnished by Client relating to those products and services of Client described in a Statement of Work (the "Products") for which Company will be providing any services, are the property of Client and shall be treated as "Client Proprietary Information" if so identified (except such information and materials as may be established to be in the public domain) and shall not be disclosed to third parties by Company and its employees without Client's prior approval. In addition, materials developed specifically for Client by Company's personnel while charging Client for the development of such materials, shall be the exclusive property of Client and shall be Client Proprietary Information.

**(b) Company Proprietary Information.** Materials developed by Company prior to this Agreement or developed by Company outside of this Agreement and used and/or modified by Company to fulfill its obligations under this Agreement will remain in the exclusive property of Company. Client will treat as "Company Proprietary Information" all materials referred to in this paragraph (except such information as

may be established to be in the public domain) and shall not disclose to third parties any such Company Proprietary Information without Company's prior approval.

**(c) Return of Proprietary Information.** Upon termination or expiration of this Agreement, all materials belonging to Company or Client shall be returned to the respective owner thereof, and no copies shall be retained by the non-owning party unless the owner consents thereto.

## **7. DISPUTE RESOLUTION.**

**(a) Definition of Dispute.** Any controversy or claim, whether based on contract, tort, misrepresentation, or any other legal theory, related directly or indirectly to this Agreement ("Dispute"), shall be resolved solely in accordance with the terms of this Section 7. Either party reserves the right to seek an injunction or other equitable relief in court to prevent or stop a breach of this Agreement or a violation of rights either party has under law.

**(b) Waiver by Jury.** If, and to the extent allowed by applicable law, Client and Company hereby mutually, voluntarily, and intentionally waive the right either may have to a trial by jury in respect to any and all civil action commenced by either party in connection with this Agreement. If there are any facts or allegations that need to be tried in a court of law, every position of said trial will be before a court without a jury.

**(c) Mediation.** If the Dispute cannot be settled by good faith negotiation between the parties, the parties shall submit the Dispute to nonbinding mediation. If complete agreement cannot be reached within thirty (30) days of submission to mediation, any remaining issues will be resolved by binding arbitration in accordance with the provisions of paragraphs (c) and (d) of this Section. The Federal Arbitration Act, 9 U.S.C. Sections 1 to 15, not state law, will govern the arbitrability of all Disputes.

**(d) Arbitration.** A single arbitrator who is knowledgeable of the Company's and Client's industry or in commercial matters will conduct the arbitration. The arbitrator's decision and award will be final and binding and may be entered in any court with jurisdiction. The arbitrator will not have authority to limit, expand or otherwise modify the terms of this Agreement.

**(e) Rules of Conduct for Mediation and Arbitration.** The mediation and, if necessary, the arbitration will be conducted under the then current rules of the alternate dispute resolution ("ADR") firm selected by the parties, or if the parties are unable to agree on an ADR firm, the parties will conduct the mediation and, if necessary, the arbitration under the then current rules and supervision of the American Arbitration Association. Each party will bear its own attorneys' fees associated with the mediation and, if necessary, the arbitration. The parties will pay all other costs and expenses of the mediation/arbitration as the rules of the selected ADR firm provide. The parties and their representatives shall hold the existence, content and result of the mediation and arbitration in confidence.

**(f) Limit on Discovery and Punitive Damages.** The mediator shall not consider and the arbitrator shall not be empowered to award punitive damages. There shall be no discovery during the mediation process. If an arbitration is necessary, no discovery shall be conducted except by agreement of the parties or after approval by the arbitrator, who shall attempt to minimize the burden of discovery.

## **8. GENERAL.**

**(a) Assignments.** Neither party will assign this Agreement, in whole or in part, without the other party's prior written consent; provided, however, that either party may assign this Agreement and any applicable Statement of Work to any entity that is wholly-owned, directly or indirectly, by such party or to any entity which acquires all or substantially all of the business or assets of such party, without the prior written consent of the other party. Any attempted assignment of this Agreement other than as permitted above will be null and void. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the parties, their successors and permitted assigns.



**(b) Notices.** Any notices provided for in this Agreement shall be given in writing and transmitted by personal delivery or prepaid first class registered or certified mail addressed as follows:

To Company:

Ventas Consulting, LLC  
5 Cowboys Way, Suite 300  
Frisco, Texas 75034  
Attention: Richard Gonzales  
(214) 491-8246

To Client:

CareerSource Central Florida  
390 N. Orange Ave., Suite 700  
Orlando, FL 32801  
Attention: Merline Ulysse  
[mulysse@careersourcecf.com](mailto:mulysse@careersourcecf.com)  
(407) 868-4022

**(c) Independent Contractor.** The relationship of Company to Client shall be at all times that of independent contractor. Neither party has the authority to bind the other party nor to incur any obligation on behalf of the other. Company and Client shall be responsible for and shall pay promptly all federal, state, and municipal taxes, charges and assessments with respect to its employees or agents, including but not limited to, social security, unemployment, federal and state withholding and other taxes. Neither party may sign contracts for, or handle cash or negotiable instruments of the other party without such party's written consent.

**(d) Non-Solicitation.** During the term of this Agreement and for a period of twelve (12) months thereafter, neither party shall, on its own or on behalf of any other person or entity (i) hire or solicit any employee or independent contractor of the other party; (ii) in any manner attempt to influence or induce any employee or independent contractor of the other party to leave the employment of such party; (iii) disclose to any person or entity any information obtained while rendering services to or receiving services from the other party concerning the names and addresses of the other party's employees or independent contractors; or (iv) otherwise interfere with the relationship of the other party and its employees or independent contractors.

**(e) Force Majeure.** Neither party shall be liable for any failure to perform its obligations under this Agreement if prevented from doing so by a cause or causes beyond its control. Without limiting the generality of the foregoing, such causes include Acts of God, or the public enemy, fires, floods, storms, earthquakes, riots, strikes, lockouts, acts of terrorism, wars or war operations, restraints of government or other cause or causes which could not with reasonable diligence be controlled or prevented by such party.

**(f) Business Days.** Whenever the terms of this Agreement call for the performance of a specific act on a specified date, which date falls on a Saturday, Sunday or legal U.S. holiday, the date for the performance of such act shall be postponed to the next succeeding regular business day following such Saturday, Sunday or legal holiday.

**(g) Severability.** If any provision of this Agreement is held to be illegal, invalid or unenforceable, such provision will be fully severable and this Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision never comprised a part hereof; and the remaining provisions hereof will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance herefrom. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there will be added automatically as part of this Agreement, a provision as similar in its terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

**(h) Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflicts of laws principles.


**(i) Entire Agreement/Amendment.** This Agreement, any executed Statement of Work and any exhibits attached hereto contain the entire understanding between the parties with respect to the subject matter hereof and supersede all prior or contemporaneous negotiations and agreements, oral or written, between them regarding the subject matter hereof and constitute the entire agreement of whatsoever kind or nature existing between the parties respecting the subject matter hereof. As between the parties, no oral statements or prior written material not specifically incorporated herein shall be of any force and effect; the parties specifically acknowledge that in entering into and executing this Agreement, the parties relied solely upon the representations and agreements contained in this Agreement and no others. All prior or contemporaneous representations or agreements, whether written or verbal, not expressly incorporated herein are superseded and no changes in or additions to this Agreement shall be recognized unless and until made in writing by all parties hereto.

**(j) Counterpart Execution.** This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which together shall constitute but one and the same instrument.

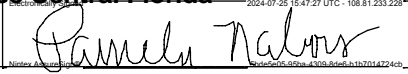
**(k) Interpretation.** Headings used in this Agreement are for convenience only and will not be deemed to be operative text. Terms of gender will be deemed interchangeable as will singular and plural terms, in each case unless the context otherwise requires. All monetary amounts used herein will be deemed to refer to current U.S. dollars, unless the context otherwise requires.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized agents as of the date first above written.

**Ventas Consulting, LLC**

By:   
Name: Richard Gonzales  
Title: President  
Date: 7/25/2024

**CareerSource Central Florida**

By:   
Name: Pamela Nabors  
Title: President/CEO  
Date: 07/24/2024