

**FLORIDA DEPARTMENT OF EDUCATION
 AGREEMENT NO. 16-112
 AMENDMENT NO 2 /RENEWAL NO. 2**

This AMENDMENT/RENEWAL to the Florida Department of Education AGREEMENT Number 16-112 ("Agreement") is entered into by and between The Florida Endowment Foundation for Vocational Rehabilitation dba The Able Trust, (the "Recipient") authorized to do business in the State of Florida, with its principal office at 3220 Thomasville Road, Suite 200, Tallahassee, Florida 32308, and the Florida Department of Education, Division of Vocational Rehabilitation ("Department"), an agency of the State of Florida with its principal offices in Tallahassee, Florida. Defined terms used herein shall have the meanings set forth in the Agreement.

WHEREAS on October 2, 2015, the Department entered into the Agreement with the Recipient to provide the service; and

WHEREAS the expiration date of the Agreement is June 30, 2017; and

WHEREAS the Department is exercising its option to renew this Agreement pursuant to Section 287.057(13) and 287.058(1)(g) Florida Statutes; and

WHEREAS the Department desires to amend this Agreement*4 to increase the total amount of the Agreement by \$549,823.00 to include legislatively appropriated funding from FY 2017-2018 and update deliverables to coincide with the increase in legislatively appropriated funding from FY 2016-2017.

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter stated, the Department and the Recipient covenant and agree as follows:

1. The recitals are true and correct and are incorporated herein by reference.
2. The Agreement, as amended and renewed shall be effective on July 1, 2017, or on the date upon which is signed by both DOE/DVR and the Recipient, whichever is earlier.
3. The Agreement, Section VI, Expiration Date, is hereby revised to read:
This Recipient Agreement shall expire on June 30, 2018 unless cancelled earlier in accordance with its terms.
4. Attachment B, Payment Terms and Schedule, Section II, is hereby amended to now read:
As specified in Section I.A., the amount of the total payment, or the amount that the total payment shall not exceed is the following: One million, five hundred twelve thousand, and thirteen dollars and twenty-five cents (\$1,512,013.25).
5. Attachment B, Payment Terms and Schedule, Section III., is hereby amended to now include:

Major Deliverable Price	Projected Date	Description of Deliverable(s)	Source Document Page
\$137,455.75	October 31, 2017	A Quarterly progress report to be submitted to the Contract Manager providing a summary of all activities under this Agreement including those listed in Attachment A Section I.D. (Required Outcome of the Program); Attachment A Section I. E. (Role of the Recipient in the Program Outcome); Attachment A. Section II. B. (Deliverables); Attachment A. Section V. (The Guidepost of HSHT); and quarterly budget summary reconciliation reports as required by Attachment F, Budget. The Quarterly Report will be submitted	<u>Attachment A, Section II., B</u>

Major Deliverable Price	Projected Date	Description of Deliverable(s)	Source Document Page
		with back-up documentation to verify performance.	
\$137,455.75	January 31, 2018	A Quarterly progress report to be submitted to the Contract Manager providing a summary of all activities under this Agreement including those listed in Attachment A Section I.D. (Required Outcome of the Program); Attachment A Section I. E. (Role of the Recipient in the Program Outcome); Attachment A. Section II. B. (Deliverables); Attachment A. Section V. (The Guidepost of HSHT); and quarterly budget summary reconciliation reports as required by Attachment F, Budget. The Quarterly Report will be submitted with back-up documentation to verify performance.	<u>Attachment A, Section II., B</u>
\$137,455.75	April 30, 2018	A Quarterly progress report to be submitted to the Contract Manager providing a summary of all activities under this Agreement including those listed in Attachment A Section I.D. (Required Outcome of the Program); Attachment A Section I. E. (Role of the Recipient in the Program Outcome); Attachment A. Section II. B. (Deliverables); Attachment A. Section V. (The Guidepost of HSHT); and quarterly budget summary reconciliation reports as required by Attachment F, Budget. The Quarterly Report will be submitted with back-up documentation to verify performance.	<u>Attachment A, Section II., B</u>
\$137,455.75	July 31, 2018	A Quarterly progress report to be submitted to the Contract Manager providing a summary of all activities under this Agreement including those listed in Attachment A Section I.D. (Required Outcome of the Program); Attachment A Section I. E. (Role of the Recipient in the Program Outcome); Attachment A. Section II. B. (Deliverables); Attachment A. Section V. (The Guidepost of HSHT); and quarterly budget summary reconciliation reports as required by Attachment F, Budget. The Quarterly Report will be submitted with back-up documentation to verify performance.	<u>Attachment A, Section II., B</u>

All provisions in the Agreement and any attachments thereto in conflict with this amendment shall be and are hereby changed to conform to this amendment.

All provisions not in conflict with this amendment are still in full force and effect and are to be performed at the level specified in the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this three (3) page Amendment to be executed by their proper and duly authorized representatives.

DEPARTMENT OF EDUCATION

**The Florida Endowment Foundation
for Vocational Rehabilitation dba
The Able Trust**

By: *Pam Stewart*
Signature

By: *Susanne F. Homant*
Signature

Name: Pam Stewart
Typed

Name: Susanne Homant
Typed

Title: Commissioner of Education
Typed

Title: President and CEO
Typed

Date: 6/28/17

Date: _____