

**FLORIDA DEPARTMENT OF EDUCATION
AGREEMENT NO. 16-112
AMENDMENT NO.: 4/ RENEWAL NO.: 3**

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, 2018**; 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 and renew this Agreement to add \$549,823.00 for the period July 1, 2018 – June 30, 2019 and to update coinciding deliverables; and

WHEREAS, the Department desires to revise the standard financial consequences language.

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, Section VI, Expiration Date, is hereby amended to read;
This Recipient Agreement shall expire on June 30, 2019 unless cancelled earlier in accordance with its terms.
3. Attachment B, Payment Terms and Schedule, Section II, is hereby amended to 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: Two million, six hundred eleven thousand, six hundred fifty nine dollars and twenty-five cents (\$2,611,659.25).
4. 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, 2018	A Quarterly progress report to be submitted to the DVR 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 Five (5) Guidepost of HSHT); and	<u>Attachment A, Section II., B</u>

Major Deliverable Price	Projected Date	Description of Deliverable(s)	Source Document Page
		quarterly budget summary reconciliation reports as required by Attachment F, Budget. The Quarterly Report will be submitted with back-up documentation to verify performance.	
\$137,455.75	January 31, 2019	A Quarterly progress report to be submitted to the DVR 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 Five (5) 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, 2019	A Quarterly progress report to be submitted to the DVR 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 Five (5) 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, 2019	A Quarterly progress report to be submitted to the DVR 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 Five (5) 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>

5. The Agreement, Attachment A, V. Financial Consequences, is amended to add:

If the Recipient fails to meet the minimum level of service or performance identified, the Department will be injured as a result thereof. If the requirements are not timely and satisfactorily performed, the Recipient shall be subject to one or more of the financial consequences listed. The contract manager shall periodically review the progress made on the activities and deliverables. If the Recipient fails to meet and comply with the activities/deliverables established or to make appropriate progress and they are not resolved within two weeks of written notice; the contract manager may approve: (1) withholding of payment until the deficiency is cured, (2) request the Recipient redo the work, or (3) a reduced payment by the rate established under this Agreement. The contract manager must assess one or more of the financial consequences based on the severity of the failure to perform and the impact of such failure on the ability of the Agreement to meet the timely and desired results. These financial consequences shall not be considered penalties. The Department; at its sole discretion, may offer the Recipient an extension for any listed tasks, timelines, or deliverables during which the indicated financial consequences shall not apply. Notification of any extension shall be provided to the Recipient in writing. If financial consequences are imposed and due; the Department may offset the financial consequences from the next invoice or from the final retained payment, or require separate payment. Any payment made in reliance on the Recipient's evidence of performance; which evidence is subsequently determined to be erroneous, will be immediately due as an over payment.

The effective date of the Amendment shall be 07/01/2018 or the date upon which it is signed by both parties whichever is later.

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.

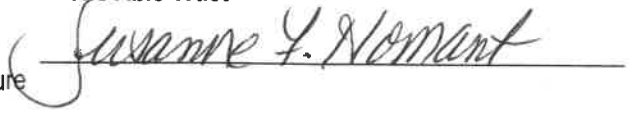
All provisions not in conflict with this amendment are still in full force and effect and are to be performed at the level specified in the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this 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: 
Signature

By: 
Signature

Name: Pam Stewart

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Name: Susanne Homant

Typed

Title: Commissioner of Education

Typed

Title: President and CEO

Typed

Date: 5/8/18

Date: 4/23/2018