

MEMORANDUM OF UNDERSTANDING
NO.: IA-865
BETWEEN
FLORIDA ENDOWMENT FOUNDATION FOR VOCATIONAL REHABILITATION, INC.
D/B/A THE ABLE TRUST
AND
FLORIDA DEPARTMENT OF EDUCATION
DIVISION OF VOCATIONAL REHABILITATION
AMENDMENT NO. 1

Memorandum of Understanding (MOU) number IA-865, entered into by and between Florida Endowment Foundation for Vocational Rehabilitation, Inc. d/b/a The Able Trust ("Trust") and the Florida Department of Education, Division of Vocational Rehabilitation ("Partner") on November 1, 2018 is hereby amended as follows:

VIII. TERMINATION is hereby amended and replaced to read as follows:

(a) If DOE/DVR determines that there is just cause sufficient to support a finding of malfeasance or misfeasance by the Trust with regard to the expenditure of funds held by the Trust, or that the Trust has violated this MOU in a manner that causes harm to the individuals that it was created to serve, it shall provide notice of this determination to the Trust along with the factual background information leading to the determination. The Trust shall be given 30 days to respond in writing to DOE/DVR regarding the matter. If DOE/DVR finds that the response from the Trust is insufficient, it shall notify the Trust and provide the Trust with an opportunity to cure. The Trust shall be given 45 days to cure the alleged errors or deficiencies. If the Trust does not cure the errors or deficiencies within 45 days, or if in the opinion of DOE/DVR the cure is inadequate, DOE/DVR may issue a written notice of termination. DOE/DVR may authorize a longer time period if, in the opinion of DOE/DVR, a longer period is reasonable and necessary in order to cure the errors or deficiencies. In the event a cure is required by DOE/DVR but not implemented by the Trust, this MOU shall be terminated and all moneys held by the Trust shall revert to the State of Florida. Upon termination, the Trust shall account for all money held by the Trust, and the Trust shall pay the entire balance in the operating account defined by section 413.615(2)(d), Fla. Stat., and in any other account held by the Trust that contains state funds, by check or wire transfer payable to the State of Florida within 45 days after termination of this MOU, UNLESS EXTENDED BY AGREEMENT OF THE PARTIES. Nothing herein shall limit the rights of the Trust in law or equity to challenge the decision of the DOE/DVR to terminate this MOU. If the MOU is ultimately terminated, DOE/DVR shall complete existing obligations of the Trust in effect at the time of termination if funds are available for this purpose.

IX. ORDERLY CESSATION OF OPERATIONS is hereby amended and replaced to read as follows:

DOE/DVR shall work collaboratively to ensure the orderly cessation of the Trust's operations (including reversion to the state of state funds held in trust by the organization by October 31, 2019). The Trust shall initiate cessation activities no later than 120 days prior to termination of the agreement. Plans for orderly cessation of operations must address completion of contractual obligations and the ethical handling of staff, as well as movement of assets of the Trust to another entity. Upon termination of this MOU by either party for any reason, the Trust shall account for all money held by the Trust, and the Trust shall pay the entire balance in the operating account defined by section 413.615(2)(d), Fla. Stat., and in any other account held by the Trust that contains state funds, by check or wire transfer payable to the State of Florida within 45 days after termination of this MOU, UNLESS EXTENDED BY AGREEMENT OF THE PARTIES.

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All provisions in the MOU not in conflict with this Amendment remain in full force and effect and are to be performed at the level specified in the MOU.

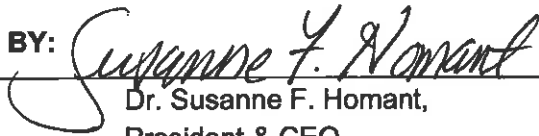
This Amendment and all its attachments are hereby made a part of the MOU.

This Amendment shall become effective as of the date of the final signatory below.

IN WITNESS WHEREOF, the Parties hereto have caused this two (2) page Amendment to be executed by their proper and duly authorized representatives.

FLORIDA ENDOWMENT FOUNDATION FOR
VOCATIONAL REHABILITATION, INC., D/B/A THE
ABLE TRUST

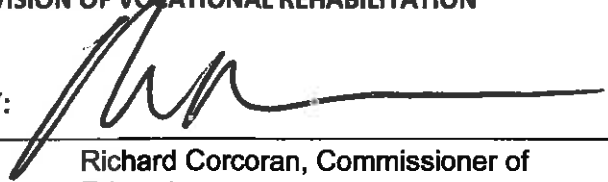
BY:



Dr. Susanne F. Homant,
President & CEO

FLORIDA DEPARTMENT OF EDUCATION
DIVISION OF VOCATIONAL REHABILITATION

BY:



Richard Corcoran, Commissioner of
Education

DATE:

1/30/19

DATE:

2/21/19