

**STATE OF FLORIDA DEPARTMENT OF EDUCATION
CONTRACT
(NON-STATE TERM)
NO. 19-181**

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| Department of Education | Name of Recipient |
| Division: Vocational Rehabilitation | <u>The Florida Endowment Foundation for Vocational Rehabilitation d/b/a The Able Trust</u> |
| Bureau: Vendor and Contracted Services | Address of principal place of business: |
| Section: Contracts Administrative Management | <u>3220 Thomasville Road, Suite 200 Tallahassee, Florida 32308</u> |

This Contract ("Contract" or "Agreement") is entered into as a contractual undertaking by and between the Florida Department of Education/Division of Vocational Rehabilitation ("Department" or "DOE/DVR") and the above-named Contractor ("Recipient") as of the Effective Date concerning the project identified below ("Project").

I. Name of Project:

The Able Trust – High School High Tech

II. Brief Summary of Nature and Purpose of Project:

The Florida High School/High Tech (HSHT) Program is modeled after the U.S. Department of Labor, Office of Disability Employment Policy (DEP), HSHT Program a national transition program established to assist youth with disabilities prepare for careers in technology-focused industries.

The Florida Endowment Foundation for Vocational Rehabilitation, Inc. (The Able Trust) is established by Chapter 413.615, Florida Statutes, for the purpose of broadening the participation and funding potential for further significant support for the rehabilitation of Florida citizens who have disabilities. The Able Trust is created as a direct-support or organization (DSO) of the Division of Vocational Rehabilitation to encourage public and private support to enhance vocational rehabilitation and employment of citizens who are disabled.

Vocational Rehabilitation has received State General Revenue funding and has the authority pursuant to the 2019-2020 General Appropriations Act, Specific Line Item Number 34, and Chapter 413, Florida Statutes, to distribute these state financial assistance funds to the recipient upon the terms and conditions hereinafter set forth.

The purpose of the Florida HSHT Program is to encourage students to pursue careers in the technical fields of science, mathematics, engineering and technology, but does not exclude other professional careers or artistic experience.

III. Contract Documents:

The documents establishing and constituting the contractual relationship between the Department and the Recipient (referred to collectively as the "Contract") supersede all prior agreements and understandings, written or oral, regarding this Project and consist of the following:

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- This Contract, including all of the following attachments, which are hereby incorporated by reference and made a part hereof, and which are identified as follows (reference additional attachments as appropriate):
 1. Attachment A: Detailed Description of Performance Duties;
 2. Attachment B: Payment Terms and Schedule;
 3. Attachment C: Standard Terms and Conditions;
 4. If determined by the Department to be applicable, Attachment D: Single Audit Act Requirements. The Department determines that Attachment D is applicable, and
 5. Attachment E: Minority Sub Contractors Utilization Summary. The Department determines that Attachment E is not applicable.
 6. Attachment F: HSH local Site Budget

In the event of a conflict between the Contract and any of the attachments, the order of priority in terms of the controlling provisions and documents are as follows: this Contract, Attachment A, Attachment B, Attachment C, Attachment D.

IV. Project Management:

The Department and the Recipient designate their respective representatives, identified below ("Contract Manager"), for coordination, communication, and management of the Project.

For the Department:

Renae Williams
(Name)

Contract Manager
(Title)

4070 Esplanade Way
2nd Floor
Tallahassee, Florida 32399-7016
(Mailing address)

Telephone: 850-245-3303
Fax: 850-245-3362
Email: Renae.Williams@vr.fldoe.org
(Phone, fax and e-mail)

For the Recipient:

Susanne F. Homant
(Name)

President and CEO
(Title)

3320 Thomasville Road
Suite 200
Tallahassee, Florida 32308
(Mailing address)

Telephone: 850-224-4493
Fax: 850-224-4496
Email: Susanne@abletrust.org
(Phone, fax and e-mail)

V. Effective Date:

This Contract shall be effective July 1, 2019 or on the date upon which it is signed by both Department and Contractor, whichever is later.

VI. Expiration Date:

This Contract shall expire on June 30, 2022, unless cancelled earlier in accordance with its terms.

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VII. Renewal:

Subject to the limitations set forth in Sections 287.057(13), and 287.058(1)(g), Florida Statutes, and Attachment C, Section I.F, this Contract is renewable at the option of the Department for a renewal period or periods with commencement and expiration dates as follows:

- July 1, 2020 through June 30, 2021
- July 1, 2021 through June 30, 2022.

The Department shall provide advance written notice of at least 60 days of its decision to exercise its option.

VIII. Travel:

Recipient will will not be reimbursed for travel pursuant to Section 112.061, Florida Statutes.

IX. Notice:

Notice given pursuant to the terms and conditions of this Contract shall be sufficient if given to the receiving party's Contract Manager either 1) in writing addressed to that Contract Manager by certified mail, return receipt requested, or 2) by hand delivery, 3) by facsimile, or 4) by email.

X. Approval and Execution:

The Department and the Recipient have caused this Contract to be executed by their undersigned officials, duly authorized.

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| <p style="text-align: center;">DEPARTMENT OF EDUCATION</p> <p>By: <u>[Signature]</u> Signature</p> <p>Name: Richard Corcoran <i>J. Arkuly</i> Typed</p> <p>Title: Commissioner of Education <i>Chief</i> Typed</p> <p>Date: <u>6/25/19</u></p> | <p style="text-align: center;">THE FLORIDA ENDOWMENT FOUNDATION FOR VOCATIONAL REHABILITATION dba THE ABLE TRUST</p> <p>By: <u>[Signature]</u> Signature</p> <p>Name: Susanne F. Homant Typed</p> <p>Title: President and CEO Typed</p> <p>Date: <u>6/19/19</u></p> |
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**STATE OF FLORIDA, DEPARTMENT OF EDUCATION
PROCUREMENT CONTRACT – ATTACHMENT A
DETAILED DESCRIPTION OF PERFORMANCE DUTIES**

The detailed description of the Recipient's performance duties and related provisions for The Able Trust, Recipient Agreement No. 19-181, are as follows:

I. Project Overview:

A. Program Background and Purpose of Project.

The Able Trust (Recipient) is a 501(c)(3) public-private partnership foundation established by the Florida Legislature in 1990. Its mission is to be a key leader in providing Floridians with disabilities successful opportunities for employment.

The Able Trust youth programs provide career development and transition to almost 2,000 students with disabilities annually, helping to reduce the dropout rate and prepare young adults for life beyond high school.

Pursuant to the General Appropriations Act, Specific Line item number 31, the purpose of this Agreement is to provide a source of funding for the continuation of the Florida High School High Tech (HSHT) program with local program providers that meet eligibility as set forth in section I. B. 1(c).

B. Scope of Work.

The Recipient shall provide the following during the term of this Agreement:

1. Continuation of the Florida HSHT Program

- a. The Recipient shall develop and issue a Memorandum of Agreement (MOA) for each of the HSHT sites. The MOA shall provide for a continuation of the existing HSHT sites for 2019-2020 school year and be renewable each year Legislative authorization and funding is made available to the Recipient.
- b. The Recipient shall use a Request for Proposal (RFP) process when there becomes a need to solicit for a new HSHT local site. The process will include the Division of Vocational Rehabilitation's (DOE/DVR) approval of subsequent MOA(s). In accordance with section 287.057(3)(e)6., Florida Statutes, sites with a 501(c)(3) designation will be exempt from this RFP process.
- c. The Recipient shall award DOE/DVR funding in an amount not to exceed \$25,000 for each of the existing HSHT local sites; and \$30,000 for any new sites during the first year of the new sites' operations. The total awarded shall not exceed the total of the amount appropriated during the Legislative session for each year during the duration of the Agreement, divided among all sites.
- d. The Recipient shall plan and implement one (1) combined HSHT Annual Training Event for all HSHT sites.
- e. The Recipient shall require all funded HSHT sites to attend the training event.
- f. For purposes of this Agreement, a HSHT Training Event is defined as a training session for HSHT sites provided by the Recipient for the HSHT Local Site Coordinator to:
 - i. Share best practices.
 - ii. Receive training on the successful continuation of a HSHT site.
 - iii. Be introduced to and receive information on the HSHT program partners.
 - iv. Gain assistance in the development of a continuation plan for each individual HSHT site.

2. Recruitment and Orientation of Students

- a. The Recipient shall provide for the recruitment and orientation of a minimum statewide average of 15 students in the funded sites by contracts with the HSHT sites. This includes new and continuing students unless not feasible or appropriate for students in special settings such as Foster Care programs and Department of Juvenile Justice sites.

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Each HSHT student shall be given a program information packet containing relevant materials which contain, at a minimum, the following materials and their updates.

- 1) The DOE/DVR, A Guide for School to Work Transition Service information pamphlet.
 - 2) An overview of The Able Trust /DVR Florida High School High Tech Program goals and services.
 - 3) Contact information for the DOE/DVR unit office in the students' respective area.
- b. The HSHT Local Site Coordinator(s) will follow up regarding the student's interest and contact with DOE/DVR.
 - c. The HSHT Local Site Coordinator will accompany the student to DOE/DVR appointments if requested, on a schedule compatible to all attendees.
 - d. The funded HSHT sites enroll an average statewide minimum of fifteen (15) students for a combined minimum six hundred fifteen (615) students.

3. Public Awareness and Marketing Activities

- a. The Recipient may develop and distribute a press release to statewide media announcing the continued collaboration of the Florida HSHT program. Alternatively, the announcement may be included in the Able Trust annual report and on its website. The releases are to be approved by the DOE/DVR Communications Director prior to publication.
- b. DOE/DVR managers and contracting staff will be provided opportunities to conduct contract monitoring as requested.
- c. Any HSHT promotional material covering the HSHT sites produced by the Recipient shall include information about DOE/DVR and be approved by the DOE/DVR Contract Manager, within fourteen (14) days of such approval request by the Recipient.

C. Governing Statutory and Administrative Requirements. The statutes and administrative rules or regulations governing this project include, but are not limited to, the following:

- State: Section 215.97, Florida Statutes, (Florida Single Audit Act); Chapters 216, 287 and 413 (Part II), Florida Statutes; Section 112.061, Florida Statutes; the State of Florida, Department of Financial Services, Reference Guide to State Expenditures; and any other state laws that may be applicable.
- Federal: The Rehabilitation Act of 1973, as amended, and Public Law 108-364. Other applicable regulations include the Education Department General Administration Regulations (EDGAR); the Federal State Plan; Title 34, Code of Federal Regulations Part 345; and OMB Circulars A-110, A-122, and A-133; other federal laws as may be applicable.

D. Required Outcome of the Program.

1. The Recipient shall fulfill its statutory and grant obligations of encouraging public and private support to enhance vocational rehabilitation and employment of students who have disabilities.
2. The Recipient shall enter into contracts with contractors to continue the funded HSHT sites as established at the end of each school year during the duration of the Agreement, contingent upon the successful completion of all program goals and financial reporting.
3. The Recipient shall enroll a minimum of an average of fifteen (15) students per funded site, average to be computed on a statewide HSHT basis.

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E. Role of Recipient in the Program Outcome.

1. The Recipient shall administer the Florida HSHT program by funding contractors for the continuation of all local HSHT sites.
2. The Recipient shall administer the Florida HSHT program by providing training supervision and on-going guidance and assistance to the existing HSHT sites.
3. The Recipient shall continue to use the following statement previously approved by the DOE/DVR, regarding DOE/DVR collaboration between the Recipient and HSHT Program, in HSHT publications, presentations and other material developed for the purpose of implementing the HSHT program pursuant to this Agreement wherever possible.
 - **“This project funded by the Able Trust and the Florida Department of Education, Division of Vocational Rehabilitation.”**
“Florida’s Vocational Rehabilitation Program serves youth with disabilities transitioning from school to work and has partnered with the HSHT initiative to meet the needs of these students. VR Transition services are designed to assist students with disabilities from high school to a successful employment outcome and inclusion in the community as a productive citizen. Learn more about the VR School-to-Work Transition Program 850-245-3399 or rehabworks.org.”
4. The Recipient shall submit comprehensive quarterly reports on the program results containing the following:
 - a. A summary of the HSHT activities provided by each site, including Preparatory Experience, Work Based Experience, Youth Development and Leadership, Connecting Activities, and Family Involvement and Support Activities as described as Guideposts in Attachment A, V., during the quarter.
 - b. The number of students recruited and enrolled by each site.
 - c. A description of the HSHT Annual Training, including a list of attendees and sites represented shall be provided during the quarter in which the training is provided.
 - d. A summary of the technical assistance and training provided to the local HSHT sites and the benefits accrued from these activities during the quarter.
 - e. A list of monitoring activities performed for the funded HSHT sites during the quarter.
 - f. The Recipient shall provide DOE/DVR with HSHT success stories.
5. The Recipient shall maintain documents to support deliverables for pre and post-audit reviews at **The Florida Endowment Foundation for Vocational Rehabilitation dba The Able Trust** and shall make them available for review upon request.
6. The Recipient shall ensure compliance with the provisions of state and federal laws as applicable to this program.
7. The Recipient shall present all MOA(s) pursuant to this Agreement to DOE/DVR for review. DOE/DVR approval shall be provided within fourteen (14) days of such request.
8. The Recipient shall maintain financial records to support the receipt, accounting for, allocation of, and disbursement of all funds awarded under this Agreement.
9. The Recipient shall ensure that accounting processes and records are adequate for pre and post-audit and Agreement monitoring.
10. The Recipient shall respond to any written comments from the DOE/DVR to the Recipient regarding deficiencies in the Recipient's performance within a reasonable timeframe specified in such comments. The Recipient shall either rectify such deficiencies or supply a reasonable written justification for not correcting such deficiencies.

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11. The Recipient shall notify the DOE/DVR Contract Manager of any unspent DOE/DVR funds identified by the required budget reconciliation.
12. The Recipient shall submit a budget summary reconciliation report of all pass through monies to the HSHT local sites on a quarterly basis, in accordance with Attachment B. III.

F. Role of the DOE/DVR

1. The DOE/DVR shall receive, account for and disburse General Revenue funds awarded under this Agreement.
2. The DOE/DVR will designate a Contract Manager to act for the DOE/DVR in all matters pertaining to this Agreement; to receive, review and approve deliverables and invoices.
3. The DOE/DVR will cooperate on all matters requiring concurrence of approval in order that the Recipient will not be delayed in providing services in accordance with the terms and conditions of this Agreement.
4. The DOE/DVR will review performance and conduct monitoring activities in accordance with the monitoring plan established for this Agreement.
5. The DOE/DVR will provide technical assistance as appropriate and/or as requested by the Recipient.
6. The DOE/DVR shall negotiate with and provide direction to the Recipient in the use of unspent funds.
7. The DOE/DVR will review and approve as appropriate, each of the Recipient's HSHT local site MOA(s) prior to issuance and/or execution.

II. Project Phases and Deliverables:

A. Description of the Major Phases, Stages or Other Organizational Structure of the Program.

There are no major phases or organizational structures required by this Agreement.

B. Deliverables. The following is the itemized list of each Deliverable that the Recipient is required to provide to the Department, and for each Deliverable: the specifications for the Deliverable; the description of the activities leading to the Deliverable; and the expected date of completion of the Deliverable.

A Quarterly progress Report to be submitted to the DOE/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] Guideposts 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.

C. Criteria for Final Completion of the Agreement. The criteria for final completion of the Agreement are the delivery to, and approval by, the Division of all Deliverables required by the Agreement.

D. Acceptance Testing. To implement the provisions of Attachment C, Section IV., Deliverables shall be approved in accordance with the following acceptance testing plan:

Not Applicable.

E. Software Updates. If the project involves the use of software to be provided by or through the Recipient, periodic updates to such software will be handled in accordance with the following:

Not Applicable.

III. Modification of Standard Terms and Conditions:

Each of the following enumerated provisions supersedes or modifies, as indicated, the Section of Attachment C, Standard Terms and Conditions, to which it expressly refers:

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Section II., Invoice – The Recipient shall request payment on a quarterly basis through the submission of properly completed invoices to the DOE/DVR Contract Manager.

IV. Performance Bond: As provided in Attachment C, Section XVII.:

- A. The Recipient shall provide a performance bond , another form of security or not applicable .
- B. If applicable, the amount of the Recipient's performance bond is is not the total amount of the Contract. If the amount is not the total amount of the Contract it is the amount of \$ _____.
- C. If applicable, the form of the other security shall be (_____) in the amount of \$ _____.

V. Additional Terms and Conditions: The Agreement includes the following enumerated additional terms and conditions:

The Five (5) Guideposts of HSHT

Guidepost 1: School-Based Preparatory Experiences

*In order to perform at optimal levels in all education settings, all youth need to participate in educational programs grounded in standards, clear performance expectations, and graduation exit options based upon meaningful, accurate, and relevant indicators of student learning and skills. **Activities may include:***

- **Career assessment**, including, but not limited to interest inventories, formal and informal vocational assessment.
- **School course counseling** including activities to guide youth in the selection of programs of study that are grounded in state, professional, and industry standards, and that provide the educational prerequisites for STEM and other careers.

Guidepost 2: Career Preparation and Work-Based Learning Experiences

*Career preparation and work-based learning experiences are essential in order for youth to form and develop aspirations and to make informed choices about careers. These experiences often require collaborations with other organizations. **Activities may include:***

- **Exposure to post-secondary education through workshop presentation, online research and tours of postsecondary institutions.**
- Industry site visits.
- **Job shadowing** to learn first-hand about specific occupational skills related to a career pathway.
- **Work readiness** training designed to improve job seeking skills, work-place basic skills, computer literacy, and job search proficiencies such as writing resumes and preparing for interviews.
- **Internships** to learn about a particular industry or occupation and the requisite education and career paths.

Guidepost 3: Youth Development and Leadership

*Youth development is a process that prepares young people to meet the challenges of adolescence and adulthood through a coordinated, progressive series of activities and experiences which help them gain skills and competencies. Youth leadership is part of that process. **Activities include:***

- **Adult mentoring**
- **Providing role models** through guest lectures and mentoring activities.
- **Traditional leadership and youth development** activities including community service, volunteerism, and service learning.

Guidepost 4: Connecting Activities

*Youth need to be connected to programs, services, activities and supports that help them gain access to chosen post-school options. **Activities may include:***

- **Connections to mental and physical health services.**

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DETAILED DESCRIPTION OF PERFORMANCE DUTIES**

- **Linking youth to transportation options** for accessing program, education, and work participation.
- **Tutoring**
- **Post-program supports** such as DOE/DVR services.
- **Assistive technology** which will allow youth with disabilities to maintain or improve their functional capabilities, become more independent, and pursue opportunities for future education and employment.
- **Financial planning** which includes exposure to budgeting, checking/savings accounts, credit card information, identity theft/fraud, and basic financial literacy.

Guidepost 5: Family Involvement and Supports

*Family involvement is about promoting collaborative alliances with families that will increase participation in promoting the social, academic, and occupational growth of youth, leading to improved post high school outcomes. Because of the diversity of family experiences and living situations in the current world, many youth require services and systems that recognize an expanded definition of "family" which includes grandparents, relative caregivers, and other relatives and non-relatives and which takes into consideration unique cultural issues and practices. **Activities may include:***

- Provision of **educational/resource information** to families.
- Opportunities for families to participate in appropriate program activities, including but not limited to: HSHT events, Parent Advisory Councils and mentoring.

VI. Financial Consequences: The Contract Manager shall periodically review the progress made on the activities and deliverables listed above. If the Recipient fails to meet and comply with the activities / deliverables established in the Agreement or to make appropriate progress on the activities and / or towards the deliverables and they are not resolved within two (2) weeks of notification, the Contract Manager may approve a reduced payment or request the Recipient redo the work or terminate the Agreement.

1. The Recipient has agreed that should the Recipient be found to be out of compliance with any term or condition set forth herein, Vocational Rehabilitation may withhold payment until all deficiencies are corrected.
2. The Recipient has agreed to provide, at a minimum, the deliverables as stated in Attachment A. Section I. D.; A. I. E.; and A. II. B., during the term of the Agreement. If for any reason the Recipient at the end of the Agreement period has not achieved the minimum number of agreed upon units or activities, financial consequences shall be enforced as provided below:
 - a. At the end of each Agreement quarter, the Vocational Rehabilitation Contract Manager will confer with the Recipient as appropriate regarding its progress towards reaching the quarterly review. If it is found that the actual reported units or activities are below the quarterly average, based on the annual agreed upon minimum number of units of activities for the Agreement period, the Vocational Rehabilitation Contract Manager will consult with the Recipient to determine if technical assistance or corrective action is needed.
 - b. At the end of the Agreement period, the Vocational Rehabilitation Contract Manager will validate that the minimum number of annual activities or units as agreed upon for the Agreement have been achieved before final invoice based on the quarterly performance reports and invoices required by this Agreement and provided by the Recipient, in addition to any audits site visits and/or technical assistance conducted by Vocational Rehabilitation as well as a final annual report provided by the Recipient.
 - c. At the end of the Agreement period, if the Recipient did not meet the agreed upon minimum number of units or activities, final payment will be reduced based on the following financial consequences:

**STATE OF FLORIDA, DEPARTMENT OF EDUCATION
PROCUREMENT CONTRACT – ATTACHMENT A
DETAILED DESCRIPTION OF PERFORMANCE DUTIES**

Continuation of Florida HSHT Program

1. Develop, implement and release a MOA for continuation of each of the local HSHT sites to be funded by the Vocational Rehabilitation under Agreement #19-181, for the current school year. Award projects and enter into sub agreements in an amount not to exceed \$25,000 per existing site and \$30,000 for the first year of new sites, to allow for the continuation of the sites operating at the end of the immediately preceding school year.

Financial Consequence: If within six (6) months the Recipient did not meet the agreed upon support and continuation of the referenced sites, the final invoice will be reduced by \$12,195 for each non supported site. Or, if agreed by Vocational Rehabilitation and Recipient, any such finding shall be split equally between the balance of the HSHT sites, although no existing HSHT site shall exceed \$25,000, or new sites \$30,000 in Vocational Rehabilitation funding during a school year.

Education and Training Activities

1. The Recipient shall plan and implement one (1) HSHT Annual Training Event for the sites funded by Vocational Rehabilitation. This unit is valued at \$1,000.00 for all sites.

Financial Consequence: At the end of the Agreement period, if the Recipient did not meet the agreed upon number of units/or activities, one (1) HSHT Training Event for the above referenced HSHT sites, the final invoice will be reduced by \$1,000.00.

Recruitment and Orientation of Students

1. The Recipient shall, through contractual agreements, recruit at least six hundred fifteen (615) students statewide for the funded sites as they existed at the end of the school year.

Financial Consequence: If, at the end of the Agreement period, the contractual agreements are executed and the Recipient did not meet the agreed upon number of units/or activities of (615) students recruited, the final invoice will be reduced by (\$100) per student under that number. If the contractual agreements are prorated due to a delay in execution of this Agreement through no fault of the Recipient, no financial consequences are imposed.

2. The Recipient shall, require all funded HSHT sites to attend the training event.

Financial Consequence: If, at the end of the Agreement period, the Recipient did not meet the agreed upon number of units/or activities, all funded HSHT Local Site Coordinators or their representatives attending the training event, the final invoice will be reduced by (\$100) for each site not represented at the training event.

**STATE OF FLORIDA, DEPARTMENT OF EDUCATION
PROCUREMENT CONTRACT – ATTACHMENT B
PAYMENT TERMS AND SCHEDULE**

The Payment Terms and Schedule for the procurement contract awarded to The Able Trust Contract Number 19-181 are as follows:

I. An "X" beside the correct provision in this section signifies that the provision is applicable to the Contract into which this Attachment B is incorporated.

A. Place an "X" beside *either* 1 or 2:

1. The total payment shall be the amount entered in the space provided in Section II, below.

Or

2. The total payment shall be an amount not to exceed the amount entered in the space provided in Section II, below.

B. Place an "X" beside *either* 1 or 2:

1. The total payment shall be paid as a single, lump sum payment upon the Contractor meeting the criteria for completion of the Contract.

Or

2. The total payment shall be paid as scheduled progress payments in accordance with Section III, below, which prescribes the amount of each payment, the specified Deliverable(s) that must be received and approved prior to each payment, and the projected payment date.

Or

Not applicable

C. If I.A.2. applies, place an "X" beside any of the following that apply:

1. The total payment includes amounts, which are set aside for specified activities as described in Section IV, below. Records shall be kept by the Contractor to account for amounts earned for each activity. In the event that the full amount set aside for any activity is not earned, the unearned amount shall revert to the Department and shall be reflected as an adjustment to the final payment.

2. Contract payments shall be based on a system of rates as prescribed in Section V, below, which shall account for all or a portion of the total contract payment also as prescribed in Section V, below.

II. 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: Five hundred forty-nine thousand, eight hundred twenty-three dollars and no cents (\$549,823.00)

III. The schedule of progress payments, the Deliverable(s) required to be received and approved, and the projected payment dates are set forth below. The actual date of payment shall be governed by the receipt and approval of the Deliverable(s), not by the projected payment date which is included to assist in planning the Contract activities and managing the project.

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PAYMENT TERMS AND SCHEDULE**

Amount of payment:

| Major Deliverable Price | Projected Date | Description of Deliverable(s): | Source Document Page |
|--------------------------------|-----------------------|--|--|
| <u>\$137,455.75</u> | October 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, Sections I., II., V.</u> <u>Attachment E</u> |
| <u>\$137,455.75</u> | January 31, 2020 | 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, Sections I., II., V.</u> <u>Attachment E</u> |
| <u>\$137,455.75</u> | April 30, 2020 | 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, Sections I., II., V.</u> <u>Attachment E</u> |

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PAYMENT TERMS AND SCHEDULE**

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| <u>\$137,455.75</u> | July 31, 2020 | 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, Sections I., II., V.</u> <u>Attachment E</u> |
|---------------------|---------------|--|--|

IV. The amounts included in the total payment which are set aside for specified activities in accordance with Section I.C.1, above, the specified activity to which each amount pertains, and the criteria under which the Contractor earns portions of the amount which is set aside are described below: **Not Applicable**

Amount Set Aside:

\$

Description of Activity:

Criteria for Earning Portion of the Amount which is set aside:

V. The system of rates upon which contract payments are based is prescribed as follows: **Not Applicable**

A. As applicable, the type of work or the professional designation of a worker to whom the rate applies, the dollar amount of the rate, and the time unit covered by the rate amount are set forth below:

Dollar Amount:

\$

Per Time Unit:

Type of Work or Professional Designation of a Worker:

B. As needed, further description or explanation of the information prescribed in Section V.A, above, such as but not limited to conditions precedent to the commencement of work, payment caps by category, or conditions under which the time unit or dollar amount may be adjusted are as follows:

C. Each invoice which requests a payment based upon the system of rates:

- shall identify the pertinent dollar amount per time unit and the category of type of work, or professional designation of worker, in language which corresponds to subsection V.A, above;
- shall specify the totals of the time units and amount of payment sought for each category of type of worker and for each worker, and,
- shall be documented by time and performance records which are adequate for preaudit and postaudit.

**STATE OF FLORIDA, DEPARTMENT OF EDUCATION
PROCUREMENT CONTRACT – ATTACHMENT B
PAYMENT TERMS AND SCHEDULE**

- VI. For purchases pursuant to state term contracts, the total payment for completion of all requirements of the Contract which makes specific the Department's procurement under a State Term Contract awarded to the Contractor by the Department of Management Services reflects a savings to the Department in comparison to the total projected amount for the same work under the rates established in the State Term Contract No N/A, as explained below: **Not Applicable**
- VII. Federal funds awarded through the Department by this Contract, if any: **None**

**STATE OF FLORIDA, DEPARTMENT OF EDUCATION
STATEMENT OF WORK – ATTACHMENT C
STANDARD TERMS AND CONDITIONS**

Contract No. 19-181

- I. Pursuant to S. 287.058(1), Florida Statutes ("F.S.):
- A. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.
 - B. Travel expenses will be reimbursed only if expressly authorized by the terms of the Contract. Bills for any travel expenses shall be submitted in accordance with s. 112.061, F.S.
 - C. The Department may unilaterally cancel this Contract if the Contractor refuses to allow access by members of the public to all documents, papers, letters and materials made or received in conjunction with the Contract that are subject to Chapter 119, F.S., and are not exempt from public inspection by s. 119.071, F.S., or by other provisions of general or special law.
 - D. The Deliverables specified in the Contract must be received and accepted in writing by the Department's Contract Manager before Contractor is entitled to payment.
 - E. To complete this Contract, all services must be performed and/or goods received on or before the date(s) specified in the Contract.
 - F. If this Contract is expressly renewable, it may be renewed for a period that may not exceed three years or the term of the original contract, whichever is longer. The renewal price for the contracted service is set forth in the bid, proposal, reply. Cost for renewal shall not be changed. Renewals shall be contingent on satisfactory performance evaluations by the Department and subject to the availability of funds. Exceptional purchase contracts pursuant to s. 287.057(3)(a) and (c), F.S., may not be renewed.
- II. In fulfilling its obligations under this Contract and Chapter 119, F.S., Contractor must comply with the requirements outlined in s. 119.0701, F.S. If Contractor fails to comply with a public records request pursuant to Chapter 119, F.S., the Department may take any action under this Contract necessary to ensure compliance with Florida's public records laws, including, but not limited to, demanding compliance with a public records request, seeking indemnification from Contractor regarding an action brought to enforce a public records request sent to Contractor, or terminating the Contract. Pursuant to s. 119.0701, F.S., Contractor must:
- A. Keep and maintain public records required by the Department to perform the service;
 - B. Upon request from the Department's custodian of public records, provide the Department with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, F.S., or as otherwise provided by law;
 - C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the records to the Department; and
 - D. Upon completion of the Contract, transfer, at no cost, to the Department all public records in possession of the Contractor or keep and maintain public records required by the Department to perform the service. If the Contractor transfers all public records to the Department upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request from the Department's custodian of public records, in a format that is compatible with the information technology systems of the Department.
- IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 850-245-0735 & contractcustodian@fldoe.org, Florida Department of Education, Attn: Contract Custodian 325 W. Gaines Street, Suite 344, Tallahassee, FL 32399-0400.**
- III. The Contractor shall prepare an invoice for the amount due and mail it to the Department of Education Comptroller after having delivered the products and services required under this Contract to the Contract Manager. The invoice shall set forth details sufficient for a proper pre-audit and post-audit including, where applicable, the products and services delivered and completion dates. Upon receipt of the invoice, the Department of Education Comptroller will request confirmation from the Contract Manager that the delivered products and services are satisfactory and payment is due. If for any reason they are not satisfactory, payment will be withheld until the unsatisfactory condition or conditions are corrected. Upon receipt of the Contract Manager's approval, the Department of Education Comptroller shall process each invoice in accordance with the provisions of s. 215.422, F.S.
- A. Contractor agrees to submit invoice within thirty (30) days of the Department's acceptance of deliverables. It is understood that should Contractor fail to submit invoice within thirty (30) days following the Department's acceptance of the deliverables, the Department shall not be responsible for payment thereof under this contract or quantum meruit.
- IV. Section 215.422, F.S., provides that agencies have five (5) working days to inspect and approve goods and services, unless bid specifications or the Contract specifies otherwise. With the exception of payments to health care providers for hospital, medical, or other health care services, if payment is not available within forty (40) days, measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved, a separate interest penalty set by the Comptroller pursuant to s. 55.03, F.S., will be due and payable in addition to the invoice amount. To obtain the applicable interest rate, please contact the Department's Fiscal s. at 850/245-0401 or Purchasing Office at 850/245-0483. Payments to health care providers for hospitals, medical, or other health care services, shall be made not more than thirty-five (35) days from the date of eligibility for payment is determined, and the daily interest rate is .02740 percent. Invoices returned to a vendor due to preparation errors will result in a payment delay. Invoice payment requirements do not start until a properly completed invoice is provided to the agency. A Vendor Ombudsman, whose duties include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a State Agency, may be contacted at 866/352-3776 or by calling the Chief Financial Officer's Hotline, 800/342-2762.

**STATE OF FLORIDA, DEPARTMENT OF EDUCATION
STATEMENT OF WORK – ATTACHMENT C
STANDARD TERMS AND CONDITIONS**

- V. As used in this Contract, the term "Deliverable" refers to tangible "commodities", as defined in s. 287.012(5), F.S., which the Contractor provides pursuant to the Contract and to reports or other tangible or documentary evidence which demonstrate that the Contractor has performed the services required by the Contract. The following provisions govern Deliverables, as applicable:
- A. Each Deliverable must be physically delivered to the Department's Contract Manager, or to a person designated by the Contact Manager. If delivery is made to a designee, the Contractor shall give written notice to the Contract Manager of the delivery. A Deliverable is not received until the Contract Manager has physical control of deliveries or has written notice that the designee has physical control.
 - B. In each case in which the approval of a Deliverable is dependent upon tests being conducted by the Department or Contractor, independently or jointly, the Department's inspection and approval of the Deliverable shall not be subject to the five (5) day provision in s. 215.422, F.S., but shall be governed by the terms and conditions of the acceptance testing plan as stated in Attachment A, until approved in accordance with the plan.
 - C. In each case of a Deliverable of information technology, as defined at s. 287.012(14), F.S., unless specified otherwise in Attachment A, the acceptance testing plan is deemed to include as a minimum the reliable performance of the information technology in accordance with its design specifications in:
 - 1. a test environment that simulates the production environment as much as is reasonably possible; and
 - 2. the production environment for which it is intended for a period of time sufficient for the information technology to have experienced the major foreseeable exigencies of the production functions.
 - D. The Department's inspection, including testing when applicable, shall determine whether or not the Deliverables appear to be in compliance with the Contract. The Contractor shall be notified in writing of any apparent deficiency. The written notice shall detail the specific action required by the Contractor to correct the deficiency. The Contractor shall timely correct such deficiency and resubmit the deliverable for acceptance.
- VI. The Contractor represents and agrees that information submitted in support of its requests for payment is the basis of payment and is true and accurate to the best of knowledge of the responsible signatory. A violation of this provision shall subject the violator to the provisions of s. 68.082, F.S., pertaining to false claims against the State, and/or s. 837.06, F.S., pertaining to false official statements.
- VII. This paragraph applies if this Contract expires in a fiscal year subsequent to the fiscal year in which the Contract is entered. The State of Florida's fiscal year comprises July 1 through June 30. The Department's and State of Florida's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature.
- VIII. Notwithstanding anything to the contrary contained in a State Term Contract, Contractor warrants that all commodities, as defined in s. 287.012, F.S., shall meet the specifications of the Contract and shall be merchantable and fit for the particular purposes intended by the Contract.
- IX. The Contractor further warrants that as to each Deliverable produced pursuant to this Contract, Contractor's production of the Deliverable, and the Department's use of the Deliverable, will not infringe on the copyrights of any third party. This provision applies to each work of authorship in which copyrights subsist pursuant to 17 U.S.C. Sections 102-105 and to each exclusive right established in 17 U.S.C. Section 106. In furtherance of this provision the Contractor additionally warrants that:
- A. As to each work of software or other "information technology", as defined in s. 287.012(15), F.S., in which copyrights subsist, the Contractor has acquired the rights by conveyance or license to any third party software or other information technology, which was used to produce the Deliverable;
 - B. As to each image and sound recording incorporated into a Deliverable, the Contractor has acquired the necessary rights, releases, and waivers from the person whose image or sound is included, or from the holder of the copyrights subsisting in the literary, musical, dramatic, pantomime, choreographic, pictorial, graphic, sculptural, motion pictures, audiovisual work or sound recording from which the included image or sound recording was taken.
- X. The Contractor further warrants that the Contractor shall not disclose to any third party, without the express, prior, written approval of the Department, any personally identifiable information about any student. This applies to information which came from any record or report of a Florida public education institution or from any education record which is subject to the Family Educational Rights and Privacy Act, 20 U.S.C. Section 1232g. The terms "record a report" and "student" shall have the meanings prescribed in s. 1002.22(2)(c) and (d), F.S. The term "educational record" shall have the meaning prescribed in 20 U.S.C. Section 1232g(a)(4).
- XI. In the event that the Governor and Cabinet are required to impose a mandatory reserve on appropriations, the Department shall amend this Contract to place in reserve the amount determined by the Department of Education to be necessary because of the mandatory reserve. Such amendments may provide for adjustments in the Deliverable products and services as may be necessary.
- XII. Intellectual property is subject to following additional provisions:
- A. Anything by whatsoever designation it may be known, that is produced by, or developed in connection with, this Contract shall become the exclusive property of the of the State of Florida and may be copyrighted, patented, or otherwise restricted as provided by Florida or federal law. Neither the Contractor nor any individual employed under this Contract shall have any proprietary interest in the product.
 - B. With respect to each Deliverable that constitutes a work of authorship within the subject matter and scope of U.S. Copyright Law, 17 U.S.C. Sections 102-105, such work shall be a "work for hire" as defined in 17 U.S.C. Section 101 and all copyrights subsisting in such work for hire shall be owned exclusively by the Department pursuant to s. 1006.39, F.S., on behalf the State of Florida.
 - C. In the event it is determined as a matter of law that any such work is not a "work for hire", Contractor shall immediately assign to the Department all copyrights subsisting therein for the consideration set forth in the Contract and with no additional compensation.
 - D. The foregoing shall not apply to any preexisting software, or other work of authorship used by Contractor, to create a Deliverable but which exists as a work independently of the Deliverable, unless the preexisting software or work was developed by Contractor pursuant to a previous Contract with the Department or a purchase by the Department under a State Term Contract.
 - E. The Department shall have full and complete ownership of all software developed pursuant to the Contract including without limitation:
 - 1. The written source code;
 - 2. The source code files;
 - 3. The executable code;
 - 4. The executable code files;
 - 5. The data dictionary;
 - 6. The data flow diagram;
 - 7. The work flow diagram;
 - 8. The entity relationship diagram; and

**STATE OF FLORIDA, DEPARTMENT OF EDUCATION
STATEMENT OF WORK – ATTACHMENT C
STANDARD TERMS AND CONDITIONS**

9. All other documentation needed to enable the Department to support, recreate, revise, repair, or otherwise make use of the software.
- XIII. The Department reserves the right, at its option, to issue a change order to delete work tasks reducing the total Contract amount by up to 10%. An addition of work tasks within the scope of the Contract, an increase in the total Contract amount, or a decrease of more than 10% of the total Contract amount, shall be implemented only by a Contract amendment signed by both the Department and the Contractor.
- XIV. Pursuant to s. 216.347, F.S., no funds awarded under this Contract may be used for the purpose of lobbying the Legislature, the judicial branch, or a State agency.
- XV. The Contractor understands that s. 20.055, F.S., requires every contractor and subcontractor to cooperate with the Department's Inspector General in any investigation, audit, inspection, review, or hearing; and the Contractor shall comply with this requirement. The Contractor shall grant access to all records pertaining to the Contract to the Department's Inspector General, General Counsel and other agency representatives, the State Auditor General, the Office of Program Policy and Government Accountability, and the Chief Financial Officer.
- XVI. The Contractor agrees to permit onsite visits by designated Department employees or agents to conduct audits to ensure compliance with Section 20.055, Florida Statutes. These audits may require Department access to records and data, computers and communications devices, and other materials whether owned or operated by the Contractor. Access may include, but is not limited to, user level and/or system level access to any computing or communications device; access to information (electronic, hardcopy, etc) that may be produced, transmitted or stored on the Contractor's equipment or premises; access to work areas; and access to interactively monitor and log traffic on the Contractor's networks.
- XVII. The Contractor must carry general liability insurance, which shall include errors and omissions coverage. The amount of coverage shall be a minimum of \$1,000,000 or the aggregate total of all contractual agreements between the Contractor and the agencies and political subdivisions of the State of Florida, whichever is greater. The Contractor shall add the Department as an additional insured on the general liability coverage. The insurance shall cover all of the Contractor's operations under this Contract and shall be effective throughout the Term of this Contract, as well as any renewals or extensions thereto. It is not the intent of this Contract to limit the types of insurance otherwise required by this Contract or that the Contractor may desire to obtain or be required to obtain by law. The Contractor must submit a Certificate of Insurance indicating coverage for general liability purposes and additional insured coverage, and shall maintain and pay for same throughout the Term of this Contract. A Certificate of Insurance indicating adequate coverage shall be submitted to the Department prior to the time the Contract is entered. Any and all insurance policies shall be through insurers qualified to do business in Florida.
- XVIII. The Contractor agrees to provide the Department upon execution of this Contract with a performance bond or other security deposited with the Department in the total amount of the Contract or another amount if specified in the procurement specifications or Attachment A, guaranteeing that the Contractor will perform all work according to this Contract, within the time and price specified in the Contract. A performance bond shall be issued from a surety company, qualified to do business in Florida.
- XIX. The Contractor may not assign or subcontract all or any portion of this Contract without the advance written consent of the Department.
- XX. In all cases in which the Contractor, with the advance written consent of the Department, assigns or subcontracts, all or any portion of the Contract:
- A. The Contractor shall monitor the subcontractor or assignee and establish controls to avoid or mitigate risks identified by the Department or the Contractor; and
 - B. The Contractor shall allow the Department to monitor subcontractor or assignee activity and compliance, and the Contractor shall require the subcontractor or assignee to promptly submit to the Department, at the Department's request, complete and accurate documentation pertaining to the subcontract or the Contract.
- XXI. The Contractor shall coordinate with and assist the Department's Contract Manager in the performance of the latter's responsibilities, which include without limitation:
- A. Monitoring the activities of the Contractor;
 - B. Receiving and reviewing the reports of the Contractor to determine whether the objectives of the Contract are being accomplished;
 - C. Receiving and reviewing the invoices for payment of funds to assure that the requirements of the Contract have been met and that payment is appropriate;
 - D. Evaluating the process used by the Contractor to monitor the activities of any subcontractor or assignee; and
 - E. Accessing, directly, the subcontractors and assignees, as the Contract Manager deems necessary.
- XXII. This Contract may not be modified unless in writing signed by the Department and the Contractor.
- XXIII. The Department and the Contractor waive application of the principle of contract construction that ambiguities are to be construed against a contract's drafter, and agree that this Contract is their joint product.
- XXIV. The Department and the Contractor acknowledge that they have had their respective attorneys review and approve this Contract or that they have had the opportunity to do so.
- XXV. This Contract shall be governed by the laws of the State of Florida, and venue for purposes of any action brought to enforce or construe the Contract shall lie in Leon County, Florida.
- XXVI. Failure of the Department to declare any default immediately upon the occurrence or knowledge thereof, or delay in taking any action in connection therewith, does not waive such default. The Department shall have the right to declare any such default at any time and take such action as might be lawful or authorized under the Contract, at law, or in equity. No Department waiver of any term, provision, condition or covenant of the Contract shall be deemed to imply or constitute a further Department waiver of any other term, provision, condition or covenant of the Contract, and no payment by the Department shall be deemed a waiver of any default under the Contract.
- XXVII. Time is of the essence with regard to each and every obligation of the Contractor contained in the Contract. Each such obligation is deemed material, and a breach of any such obligation (including a breach resulting from the untimely performance thereof) shall constitute a material breach.
- XXVIII. The Contractor shall indemnify and hold harmless the Department, its attorneys, agents and employees, from and against any and all third party claims, suits, debts, damages, and causes of action, whatsoever, whether arising in law or in equity, arising out of or relating to Contractor performance or failure to perform under this Contract. The indemnification shall include reasonable attorney fees and costs incurred by the Department, its attorneys, agents and employees, in the defense of any such claim, suits or causes of action, as aforesaid.

**STATE OF FLORIDA, DEPARTMENT OF EDUCATION
STATEMENT OF WORK – ATTACHMENT C
STANDARD TERMS AND CONDITIONS**

- XXIX. This Contract may be cancelled by written agreement of the Department and the Contractor specifically referencing this Contract. Such agreement shall specify the remaining measures necessary to be taken by each party.
- XXX. The Department reserves the right to cancel this contract without cause by giving the Contractor thirty (30) days written notice.
- XXXI. Should Contractor fail to perform to Contract terms and conditions, Contractor shall be notified in writing, stating the nature of the failure to perform and providing a time certain (which shall be not less than ten (10) days following receipt of such notice) for correcting the failure. Such failure to perform shall otherwise be dealt within accordance with Rule 60A-1.006, F.A.C.
- XXXII. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017, F.S., for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.
- XXXIII. The employment of unauthorized aliens by any contractor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract. In addition, pursuant to State of Florida Executive Order No. 11-116, Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment of all new employees hired by the Contractor during the contract term. Also, Contractor shall include in related subcontracts a requirement that subcontractors performing work or providing services pursuant to the Contract utilize the E-Verify system to verify employment of all new employees hired by the subcontractor during the contract term.
- XXXIV. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions
- A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal. The Department may cancel this contract if an attached explanation is not acceptable to the Department or the Federal government.
- XXXV. MyFloridaMarketPlace
- A. MyFloridaMarketplace Vendor Registration
Each Vendor doing business with the State of Florida for the sale of commodities or contractual services as defined in section 287.012, Florida Statutes, shall register in MyFloridaMarketPlace, in compliance with Rule 60A-1.031, Florida Administrative Code, unless exempt under Rule 60A-1.031(3) Florida Administrative Code.
- B. MyFloridaMarketplace Transaction Fee
The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system. Pursuant to section 287.057(22), Florida Statutes, all payments for commodities and/or contractual services as defined in Section 287.012, Florida Statutes, shall be assessed a Transaction Fee which the Vendor shall pay to the State, unless exempt under Rule 60A-1.031, Florida Administrative Code. Notwithstanding the provisions of Rule 60A-1.031, et seq., the assessment of a transaction fee shall be contingent upon Federal approval of the transaction fee assessment program and continued payment of applicable federal matching funds.
For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the Vendor. If automatic deduction is not possible, the Vendor shall pay the Transaction Fee pursuant to Rule 60A-1.031(2), Florida Administrative Code. By submission of these reports and corresponding payments, Vendor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.
The Vendor shall receive a credit for any Transaction Fee paid by the Vendor for the purchase of any item(s) if such item(s) are returned to the Vendor through no fault, act, or omission of the Vendor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the Vendor's failure to perform or comply with specifications or requirements of the agreement.
Failure to comply with these requirements shall constitute grounds for declaring the Vendor in default and recovering reprourement costs from the Vendor in addition to all outstanding fees. VENDORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.
- XXXVI. The Contractor shall comply with all applicable Federal, State and County laws, ordinances, rules, and regulations applicable to the Contractor and applicable to its performance under this Contract.
- XXXVII. Contractors, providers, and partners employed by the Department or acting on behalf of the Department shall comply with Florida Administrative Code (F.A.C.) 74.2, and fully comply with all information technology security policies.
- XXXVIII. If this Contract is for goods or services over \$1,000,000, this Contract may be terminated at the option of the Department if the Contractor is found to have submitted a false certification as provided under subsection 287.135(5), F.S., been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria.
- XXXIX. This Contract may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which shall constitute one contract, notwithstanding that all parties are not signatories to the original or the same counterpart, or that signature pages from different counterparts are combined, and the signature of any party to any counterpart shall be deemed to be a signature too and may be appended to any other counterpart.

**STATE OF FLORIDA, DEPARTMENT OF EDUCATION
ATTACHMENT D
AUDIT REQUIREMENTS**

The administration of resources awarded by the Florida Department of Education ("Department") to **The Able Trust** ("Contractor") for Contract No.: **19-181** may be subject to audits and/or monitoring by the Florida Department of Education as described in this section.

MONITORING. In addition to reviews of audits conducted in accordance with 2 CFR §200, Subpart F and Section 215.97, Florida Statutes., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Florida Department of Education staff, limited scope audits as defined by 2 CFR §200, Subpart F, and/or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Florida Department of Education. In the event the Florida Department of Education determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Florida Department of Education staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Comptroller or Florida and/or U.S. Auditor General.

AUDITS.

PART I: FEDERALLY FUNDED: This part is applicable if the recipient is a state or local government or a non-profit organization as defined in 2 CFR §200, Subpart F.

- A. In the event that the recipient expends \$750,000 or more in federal awards in its fiscal year, the recipient must have a single audit or program-specific audit conducted in accordance with the provisions of 2 CFR §200, Subpart F and all applicable federal regulations. The audit shall be conducted by an independent auditor in accordance with generally accepted government auditing standards covering financial audits (2 CFR §200, Subpart F).

In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department. The determination of amounts of federal awards expended should be in accordance with the guidelines established by 2 CFR §200.502. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR §200, Subpart F, Audit Requirements, will meet the requirements of this part. EXHIBIT I to this agreement indicates federal financial assistance awarded through the Florida Department of Education by this agreement.

- B. In connection with the audit requirements, the recipient shall also fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§200.508 and 200.512.
- C. If the recipient expends less than \$750,000 in federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 CFR §200, Subpart F is not required. In the event that the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR §200, Subpart F, then the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources not obtained from federal entities).
- D. 2 CFR §200, Subpart F is available by selecting Title 2 – Grants and Agreements at the following Office of Management and Budget's website <https://www.ecfr.gov>.

PART II: STATE FUNDED: This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2)(1), Florida Statutes.

- A. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Executive Office of the Governor and Chapter 691.5 Department of Financial Services, and Chapters 10.550 (local government entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT I to this agreement indicates state financial assistance awarded through the Florida Department of Education by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Florida Department of Education, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

- B. In connection with the audit requirements addressed in Part II, paragraph A, the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(d), Florida Statutes, and Chapters 10.550 (local government entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- C. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities.)
- D. The following websites contain information useful in understanding and complying with the Florida Single Audit Act:
 - Directory to State Government at <http://www.myflorida.com/directory/>
 - Florida Department of Financial Services <https://apps.fldfs.com/fsaa/singleauditact.aspx>
 - Auditor General <https://flauditor.gov/>.
 - Current Florida Statutes <http://www.leg.state.fl.us/Statutes/index.cfm?Tab=statutes&submenu=1>

PART III: REPORT SUBMISSION

- A. Copies of reporting packages for audits conducted in accordance with 2CFR, Part 200.500, as revised, and required by PART I of this agreement shall be submitted, when required by 2CFR, Part 200.512, as revised, by or on behalf of the recipient directly to each of the following:

- 1) The Florida Department of Education at each of the following addresses:

Department of Education
 Audit Resolution & Monitoring
 Room 844 Turlington Building
 325 West Gaines Street
 Tallahassee, Florida 32399-0400

Or via electronic mail to: singleaudits@fldoe.org

Contract Manager
 Department address(es) (i.e., office[s] responsible for program oversight)

Department of Education
 Division of Vocational Rehabilitation
 Renae Williams, Contract Manager
 4070 Esplanade Way, 2nd Floor
 Tallahassee, Florida 32399-7016

- 2) The Federal Audit Clearinghouse (FAC), in 2 CFR §200, Subpart F, requires the auditee to electronically submit the data collection form described in §200.512(b) and the reporting package described in §200.512(c) to FAC at: [https://harvester.census.gov/facides/\(S\(mqamohbpf0hmyh1r45plpol\)\)/account/login.aspx](https://harvester.census.gov/facides/(S(mqamohbpf0hmyh1r45plpol))/account/login.aspx)

- B. In the event that a copy of the reporting package for an audit required by PART I of this agreement and conducted in accordance with 2 CFR §200, Subpart F, is not required to be submitted to the Florida Department of Education for the reasons pursuant to 2 CFR §200, Subpart F, the recipient shall submit the required written notification pursuant to 2 CFR §200, Subpart F and a copy of the recipient's audited schedule of expenditures of Federal awards directly to each of the following:

Department of Education
 Audit Resolution & Monitoring
 Room 844 Turlington Building
 325 West Gaines Street
 Tallahassee, Florida 32399-0400

Or via electronic mail to: singleaudits@fldoe.org

Contract Manager

Department address(es) (i.e., office[s] responsible for program oversight)

Department of Education
Division of Vocational Rehabilitation
Rena Williams, Contract Manager
4070 Esplanade Way, 2nd Floor
Tallahassee, Florida 32399-7016

C. Copies of financial reporting packages required by PART II of this agreement shall be submitted by or on behalf of the recipient directly to each of the following:

1) The Florida Department of Education at each of the following addresses:

Department of Education
Audit Resolution & Monitoring
Room 844 Turlington Building
325 West Gaines Street
Tallahassee, Florida 32399-0400

Or via electronic mail to: singleaudits@fldoe.org

Contract Manager

Department address(es) (i.e., office[s] responsible for program oversight)

Department of Education
Division of Vocational Rehabilitation
Rena Williams, Contract Manager
4070 Esplanade Way, 2nd Floor
Tallahassee, Florida 32399-7016

1 paper copy and one electronic copy

2) The Auditor General's Office requires online submission at: <https://flauditor.gov/>. Follow submission instructions based on entity type.

D. Any reports, management letter, or other information required to be submitted to the Florida Department of Education pursuant to this agreement shall be submitted timely in accordance with 2 CFR, Part 200, Subpart F, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

E. Recipients, when submitting financial reporting packages to the Florida Department of Education for audits done in accordance with 2 CFR, Part 200, Subpart F or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART IV: RECORD RETENTION

A. The recipient shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of five years from the date the audit report is issued, and shall allow the Florida Department of Education, or its designee, Comptroller, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Florida Department of Education, or its designee, Comptroller, or Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Florida Department of Education *NOTE: Records need to be retained for at least five years to comply with record retention requirements related to original vouchers prescribed by the Department of State, Division of Library and Information Services, Bureau of Archives and Records Management.*

- *Federal retention Requirement – 3 years (2 CFR §200.333)*

- 1 copy of data collection form
- 1 copy of Reporting Package
- State retention Requirement – 5 years (Department of State, Division of Library and Information Services, Bureau of Archives and Records Management)
 - 1 copy of Reporting Package

EXHIBIT – 1

2 CFR, Part 200, Subpart F and Section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the recipient.

I. FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

YES NO

If YES, provide the same information shown below for each Federal program and show total Federal resources awarded.

Federal Program (*list Federal agency, Catalog of Federal Domestic Assistance title and number*) - \$ (*amount*)

- Program 1:
 - Agency
 - CFDA title
 - CFDA #
 - Amount
- Program 2:
 - Agency
 - CFDA title
 - CFDA #
 - Amount
- Program 3:
 - Agency
 - CFDA title
 - CFDA #
 - Amount

II. COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

YES NO

If YES, list applicable compliance requirements for each Federal program in the same manner as shown below.

Federal Program: *Recipient must comply with the following specific laws, rules, or regulations:*

- A. First applicable law, rule, or regulation:
- B. Second applicable law, rule, or regulation:
- C. Other:

III. STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

A. MATCHING RESOURCES FOR FEDERAL PROGRAMS:

NOTE: Do the resources awarded to the recipient for matching represent more than one Federal program?

YES **NO**

If YES, provide the same information shown below for each Federal program and show total State resources awarded for matching.

Federal Program (*list Federal agency, Catalog of Federal Domestic Assistance title and number*) - \$ (*amount*)

- Program 1:
 - Agency
 - CFDA title
 - CFDA #
 - Amount
- Program 2:
 - Agency
 - CFDA title
 - CFDA #
 - Amount
- Program 3:
 - Agency
 - CFDA title
 - CFDA #
 - Amount

B. SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

YES **NO**

If YES, provide the same information shown below for each State project and show total state financial assistance awarded that is subject to Section 215.97, Florida Statutes.

State Project (*list State awarding agency, Catalog of State Financial Assistance title and number*) - \$ (*amount*)

- Program 1:
 - Agency
 - CSFA title
 - CSFA #
 - Amount
- Program 2:
 - Agency

- CSFA title
- CSFA #
- Amount
- Program 3:
 - Agency
 - CSFA title
 - CSFA #
 - Amount

IV. COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

State projects: Recipient must comply with the following specific laws, rules, or regulations:

- A. First applicable law, rule, or regulation: General Appropriations Act of 2019-2020
- B. Second applicable law, rule, or regulation: Section 215.97, Florida Statutes (Single Audit Act)
- C. Other: Chapter 287, Florida Statutes

STATE OF FLORIDA
DEPARTMENT OF EDUCATION
DIVISION OF VOCATIONAL REHABILITATION
ATTACHMENT F

ATTACHMENT F: BUDGET

| | | | |
|---|--|---------------------------|-----------------|
| <p>Contractual Services</p> <p>Funds from DOE/DVR as determined by Legislative authority on an annual basis will be used for the Continuance of existing HSHS sites @a maximum of \$25,000.00 per site and 30,000.00 for any new site. Total funding for Agreement period amounts to \$549,823.</p> | | \$549,823.00 | \$549,823.00 |
| | | Total Recipient Agreement | General Revenue |
| | | \$549,823.00 | \$549,823.00 |