

FLORIDA DEPARTMENT OF EDUCATION

CONTRACT NO. 25-181

AMENDMENT NO. 1 /RENEWAL NO.: 1

This **AMENDMENT/RENEWAL** to the Florida Department of Education Contract Number **25-181** ("Contract") is entered into by and between **The Florida Endowment Foundation for Vocational Rehabilitation d/b/a The AbleTrust**, (the "Contractor") authorized to do business in the State of Florida, with its principal office at 1709 Hermitage Blvd., Suite 100, Tallahassee, FL 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 Contract.

WHEREAS, on **July 1, 2024**, the Department entered into the Contract with the Contractor to provide the service; and

WHEREAS, the expiration date of the Contract is **June 30, 2025**; and

WHEREAS, the Department is exercising its option to renew this Contract pursuant to Section 287.057(13) and 287.058(1)(g) Florida Statutes; new expiration date **June 30, 2026**.

WHEREAS, the Department desires to maintain Contract renewal funds in the amount of \$1,018,000 per contracted year;

WHEREAS, the Department desires to amend this contract to include Attachment H: Bureau of Vendor and Contracted Services Standard Operating Procedure: Health and Safety – Incident Reporting Procedures and Guidelines, which sets forth updated incident reporting procedures and guidelines that the contractor agrees to follow.

WHEREAS, the Contractor Manager for the Department has changed from Victoria Aguilar to Tametria Patterson.

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

1. The recitals are true and correct and are incorporated herein by reference.
2. Bureau of Vendor and Contracted Services Standard Operating Procedure: Health and Safety – Incident Reporting Procedures and Guidelines, which sets forth updated incident reporting procedures and guidelines that the contractor agrees to follow.
3. The amended Contract Manager is Tametria Patterson, tametria.patterson@vr.fldoe.org, (850) 245-3476.

The effective date of the Amendment shall be the date that it is signed by both parties.

All provisions in the contract 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 contract.

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 d/b/a The AbleTrust

By: _____
Signature

Name: Manny Diaz, Jr.
Typed

Title: Commissioner

Typed
Date: _____

By: Allison Chase
Signature

Name: Allison Chase
Typed

Title: President and CEO

Typed
Date: 06/26/2025

DEPARTMENT OF EDUCATION

**The Florida Endowment Foundation for Vocational
Rehabilitation d/b/a The AbleTrust**

By:

Signature

Name: Manny Diaz, Jr.

Typed

Title: Commissioner

Typed

Date:

6/26/25

By:

Signature

Name: Allison Chase

Typed

Title: President and CEO

Typed

Date:

Attachment H
Division of Vocational Rehabilitation
Bureau of Vendor and Contracted Services (BVCS)
Standard Operating Procedure

General Information	
Title:	Health and Safety Incident Reporting Procedure and Guidelines
Purpose:	<p>This Standard Operating Procedure (SOP) establishes guidelines for preventing, identifying, reporting, and submitting incident reports to the Department of Education (DOE) Division of Vocational Rehabilitation (DVR) for customers receiving direct services from the Contractor under this contract. The information developed in this document is to assist Contractors with reporting incidents where the health and safety of customers is compromised. It is a tool to provide direction, rather than an exhaustive guide.</p> <p>This document defines reportable incidents and establishes reporting criteria and timeframes.</p>
Scope:	<p>This SOP applies to all employees of the Contractor, sub-contractors, and/or independent contractors who have any knowledge of a reportable incident. This SOP applies to all incidents occurring under any of the activities or events involving the Contractor or under the Contractor's supervision, regardless of source of funding.</p>
Prevention:	<p>The Contractor shall establish written policies and procedures to protect the health and safety of customers receiving contracted services. The Contractor is responsible for developing, implementing, and reviewing training opportunities that address best practices for customer safety. Comprehensive training opportunities will ensure staff or individuals engaged on behalf of the Contractor have the guidance to address incidents where safety is compromised.</p>
Reporting Procedures:	<p>This reporting procedure applies to all incidents that require submission of an Incident Report under this contract with DVR.</p> <ol style="list-style-type: none"> Contractor shall notify their local DVR office of critical or reportable incidents as soon as they occur and/or are made aware of, but no later than the next business day. Incident Reports and Follow-up reports shall be submitted to the DOE/DVR Contract Manager, DVR Program Administrator, local DVR Area Director, and DOE/DVR Counseling staff. This reporting procedure does not replace mandatory reporting in accordance with Section 39.201, F.S. The Contractor shall immediately report knowledge of, or suspicion of abuse, neglect, or exploitation of a child or vulnerable adult to the Florida Abuse Hotline at 1-800-962-2873. Contractor shall take immediate action to resolve incidents and ensure the health and safety of customers' receiving services under this contract. DVR will acknowledge incident reports submitted by the Contractor within one (1) business day from submission. The DVR, in consultation with DOE leadership, will

	review Contractor action and/or proposed actions and provide further guidance on additional actions needed or follow up requirements, as appropriate.
Reportable Unusual Incidents:	<p>Definitions</p> <p>Critical Incidents – Contractor shall verbally report to DOE/DVR the following critical incidents within two (2) hours of becoming aware of the incident. The Contractor shall provide a written incident report as follow up to the verbal report, not later than one (1) business day of the incident, unless requested sooner. Reports will be made to the local DOE/DVR Area Director. However, DOE/DVR reserves the right to establish an after-hours or central reporting process for reports.</p> <ul style="list-style-type: none"> a. <u>Missing Child or Vulnerable Adult</u> - The unauthorized absence or unknown whereabouts of a customer while under the supervision of the Contractor. b. <u>Sexual Misconduct</u> - Any sexual activity or advances between any persons employed by, or otherwise engaged on behalf of the Contractor, and the customer, regardless of customer's consent, any sexual activity that involves a child, or incidents of nonconsensual sexual activity between customers. c. <u>Unexpected Customer Death</u> - The passing of an individual while engaging in services under the supervision of the Contractor due to an accident, abuse, neglect, or another unexpected event (for example, motor vehicle accidents, trauma, heart attack, etc.). d. <u>Violence/Threats of Violence/Intimidation</u> - Acts or threats of acts that can result in the harm of the customer or another person while engaging in services under the supervision of the Contractor (for example, assaults, threats of gun violence, verbal altercations that lead to physical harm, etc.). <p>Reportable Incidents – The Contractor shall report the events in this category in writing to the local DOE/DVR office within one (1) business day of becoming aware of the incident:</p> <ul style="list-style-type: none"> a. <u>Baker Act</u> - The involuntary admission of a customer receiving services under the supervision of the Contractor for an involuntary examination or placement as described within Chapter 394, F.S. for a person who without care or treatment of their mental health is likely to suffer harm to their well-being. b. <u>Customer injury or illness</u> - A medical condition requiring attention or treatment by a healthcare provider or a serious injury that requires the response of emergency medical services, or first responder because of an accident or other incident while under the supervision of the Contractor (for example, allergic reactions that require medical attention at an urgent care facility, emergency room, or physician's office).
Timeframes and Submission Guidelines:	<p>The Contractor shall provide:</p> <ol style="list-style-type: none"> 1. Written Incident Reports via email to their local DOE/DVR office contact, DVR Contract Manager, DVR Program Administrator, and/or other designee as appointed by the Department within one (1) business day of events, unless required sooner.

2. A follow-up report of measures taken by the Contractor since the incident was originally reported and include corrective action or other measures implemented or planned to be implemented. Follow-up reports shall be submitted as soon as possible, but not more than five (5) business days of the initial written report, and as requested by the Department.

All reports must include date of incident, type of incident, location, provider information, description of event, follow up date with actions taken, and any other pertinent information as deemed appropriate by the Contractor, applicable laws, or the Department.

Note: Incident Reports **DO NOT** replace mandatory reporting required by law with the Florida Abuse Hotline at 1-800-962-2873.

Contract Provider Incident Reporting Form

☐ Initial Report

Report Date: _____

☐ Follow-Up

Incident Date: _____

PERSONS INVOLVED	NAME	DATE OF BIRTH	SEX	PID #	RELATIONSHIP TO DEPARTMENT

Unusual Incident:

<input type="checkbox"/> Missing Child or Vulnerable Adult	<input type="checkbox"/> Violence/Threats of Violence/Intimidation
<input type="checkbox"/> Sexual Misconduct	<input type="checkbox"/> Baker Act
<input type="checkbox"/> Unexpected Customer Death	<input type="checkbox"/> Customer Injury/Illness
<input type="checkbox"/> Customer Altercation	<input type="checkbox"/> Other

Incident Location:

<input type="checkbox"/> Center Based	<input type="checkbox"/> Home	<input type="checkbox"/> Community	<input type="checkbox"/> Other
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Address	Phone Number

Section One: Provider Information.

Provider/Provider Contact Name:
Address:
Telephone Number:

Section Two: Details of the Incident. (Describe in detail what happened: Who, What, When, Where, and How the incident occurred.)

Section Three: Follow-up. Describe the actions that have occurred post-incident.

Corrective Actions Taken. List corrective actions, if applicable, that have been taken by the provider.

Name of Person Reporting:

Name of Supervisor: