STATE OF FLORIDA DEPARTMENT OF EDUCATION
CONTRACT
(NON-STATE TERM)
NO. 27-500

Department of Education **Division: Vocational Rehabilitation** **Bureau: Vendor and Contracted Services** **Section: Contract Administration & Management Office**	**Name of Contractor** The Florida Endowment Foundation for Vocational Rehabilitation d/b/a The Able Trust **Address of principal place of business:** 1709 Hermitage Blvd., Suite 100, Tallahassee, FL 32308

This Contract ("Contract") is entered into as a contractual undertaking by and between the Florida Department of Education ("Department") and the above-named Contractor ("Contractor") as of the Effective Date concerning the project identified below ("Project").

I. Name of Project:

The Able Trust- High School High Tech 2.0 (Futures in Focus)

II. Brief Summary of Nature and Purpose of Project:

The Able Trust, in partnership with the Florida Department of Education, Division of Vocational Rehabilitation (DVR), has run the highly successful High School High Tech (HSHT) Program for nearly 30 years. Students with disabilities who participate in HSHT graduate from high school and enroll in post-secondary education at higher rates than the general population of students with disabilities. Ninety percent (90%) of HSHT students are referred for VR services. While the program produces successful outcomes, less than 1% of high school students with disabilities have access to the program. HSHT 2.0 (i.e., Futures in Focus) will provide resources to expand the program and reach students at an earlier age.

This program is an expansion of the highly successful, legislatively supported HSHT program. The program is currently operating as a pilot in partnership between The Able Trust, FDOE/DVR, and the Consortium of Florida Education Foundations (CFEF) This project ensures better preparation for transition from secondary to post-secondary education. The program is evidenced-based and aligns with state educational goals including those of the REACH Act and First Lady DeSantis' Hope Florida Initiative to provide better guidance and remove barriers to self-sufficiency and pathways to economic opportunities.

III. Contract Documents:

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

- 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 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 not applicable** and
5. Attachment E: Minority Sub Contractors Utilization Summary. The Department determines that Attachment E **is not applicable.**
6. Attachment F: Vendor Certification Form
7. Attachment G: Common Carrier or Contracted Carrier Attestation Form. The Department determines that Attachment G **is applicable**.
8. Attachment H: Bureau of Vendor and Contracted Services (BVCS) Standard Operating Procedure (SOP) Health and Safety Incident Reporting Procedure and Guidelines
7. Attachment I: PUR 2023 and 2024 – Part A and B – Use of Coercion for Labor and Services
6. Attachment J: Foreign Countries of Concern Contract Attestation Form

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 F, Attachment G, Attachment H, Attachment I and Attachment J.

IV. Project Management:

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

For the Department:

Andrea Jimenez
(Name)

Contract Manager
(Title)

Division of Vocational Rehabilitation – Bureau of Vendor and Contracted Services
325 W. Gaines Street, Suite 1144
Tallahassee, FL. 32399
(Mailing address)

Telephone: (850) 245-3477
Email: Andrea.Jimenez@vr.fldoe.org
(Phone and e-mail)

For the Contractor:

Allison Chase
(Name)

President and CEO
(Title)

The Florida Endowment Foundation for Vocational Rehabilitation d/b/a The Able Trust
1709 Hermitage Blvd., Suite 100,
Tallahassee, FL 32308.
(Mailing address)

Telephone: 850.224.4493
Fax: 850-224-4496
Email: allison@abletrust.org
(Phone, fax and e-mail)

V. Effective Date:

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

VI. Expiration Date:

This Contract shall expire on **6/30/2027**, unless cancelled earlier in accordance with its terms.

VII. Renewal:

Subject to the limitations set forth in Sections 287.057(14), 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: **This Contract is non-renewable**.
.

VIII. Contract Amount:

The amount of the total payment, or the amount that the total payment shall not exceed is the following:

$250,000.00

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 email, 2) by certified mail, return receipt requested, 3) by hand delivery, or 4) by facsimile.

X. Approval and Execution:

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

DEPARTMENT OF EDUCATION		**The Florida Endowment Foundation for Vocational Rehabilitation d/b/a The Able Trust**	
By:	Signature	**By:**	Allison S. Chase Signature
Name:	Anastasios Kamoutsas Typed	**Name:**	Allison Chase Typed
Title:	Commissioner of Education Typed	**Title:**	President and CEO Typed
Date:		**Date:**	June 30, 2026

STATE OF FLORIDA DEPARTMENT OF EDUCATION
CONTRACT
(NON-STATE TERM)

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

DEPARTMENT OF EDUCATION		**The Florida Endowment Foundation for Vocational Rehabilitation d/b/a The Able Trust**	
By:	Signature	**By:**	Signature
Name:	Anastasios Kamoutsas Typed	**Name:**	Allison Chase Typed
Title:	Commissioner of Education Typed	**Title:**	President and CEO Typed
Date:	6/30/26	**Date:**	

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

The detailed description of the Contractor's performance duties and related provisions for the procurement Contract awarded to The Florida Endowment Foundation for Vocational Rehabilitation d/b/a The Able Trust, Contract No. **27-500**, are as follows:

I. Project Overview:

A. Program Background and Purpose of Project.

The Able Trust, in partnership with the Florida Department of Education (DOE), Division of Vocational Rehabilitation (DVR), has run the highly successful High School High Tech (HSHT) Program for nearly 30 years. Students with disabilities who participate in HSHT graduate from high school and enroll in post-secondary education at higher rates than the general population of students with disabilities. Ninety percent (90%) of HSHT students are referred for VR services. While the program produces successful outcomes, less than 1% of high school students with disabilities have access to the program. HSHT 2.0 (i.e., Futures in Focus) will provide resources to expand the program and reach students at an earlier age.

This project ensures better preparation for transition from secondary to post-secondary education. The program is evidenced-based and aligns with state educational goals including those of the REACH Act and First Lady DeSantis' Hope Florida Initiative to provide better guidance and remove barriers to self-sufficiency and pathways to economic opportunities.

B. Scope of Work:

This program is an expansion of the highly successful, legislatively supported HSHT program. The program is currently operating as a pilot in partnership between The Able Trust, Florida DOE/DVR, and the Consortium of Florida Education Foundations (CFEF). These partnerships will continue into SFY 2026-2027 and expand to include grant funding to charter and private schools.

The Contractor shall adhere to the following objectives:

1. Increase the reach (i.e., number of students served) of The Able Trust youth programs by increasing the number of local grantees and opportunities for students and families to participate.
2. Include eligible students with disabilities as eligible participants.
3. Remain impactful with regard to successful transition from secondary to post-secondary education by students with disabilities.
4. Affect measured increase of high school graduation, post-secondary enrollment, employment, and referral to the state VR program for students with disabilities.
5. Serve middle and high school students with disabilities enrolled in a public, private, or charter school and who have an Individualized Education Plan (IEP) or 504 plan.
6. Create opportunities for students to participate in post-secondary tours and presentations and facilitate connections to career supports including Vocational Rehabilitation services, Career and Technical Education, apprenticeships, and other post-secondary programs.
7. Utilize the nationally researched and evidence-based framework of The Guideposts for Success as the foundation for program services and supports.
8. Provide students, parents, and families with guidance on post-secondary resources and supports to avoid the "service cliff" after high school.

Travel:

Contractor will ☒ will not ☐ be reimbursed for travel pursuant to Section 112.061, Florida Statutes.

C. Governing Statutory and Administrative Requirements.
The statutes and administrative rules or regulations to be implemented by, this project are as follows:

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 0MB Circulars A-110, A-122, and A-133; other federal laws as may be applicable.

D. Required Outcome of the Project:
Students will participate in industry tours and presentations, connections to career support resources including Vocational Rehabilitation services, Career and Technical Education, apprenticeships, and other postsecondary education programs.Parents will receive guidance on postsecondary resources and supports to avoid the "service cliff" after high school graduation.

E. Role of the Contractor: The Contractor Will:

1. Provide Local Site Awards:
   A minimum of 15 local sites will be awarded subgrants for the project (15 CFEF subgrantees).
2. Provide Student Services:
   All student participants will be provided with a minimum of four opportunities during the 2025-2026 school year to participate in post-secondary tours and presentations, as well as connections to career supports including Vocational Rehabilitation services, Career and Technical Education, apprenticeships, and other postsecondary programs utilizing the nationally researched and evidence-based framework of The Guideposts for Success.
3. Provide Technical Assistance and Support:
   The Able Trust, in partnership with CFEF and DVR, will provide program supports and resources to the granted awarded sites.
4. Enroll Students:
   Each site will serve a minimum of twenty-five (25) students, with the expectation that the program will reach 375-800 students during the school year. 100 percent of students ages 14-21 will be referred to DVR.
5. Administer Community of Practice (CoP) Calls:
   Project sites will participate in communities of practice facilitated by The Able Trust and CFEF. CoPs will engage in discussions, problem-solving, information sharing and relationship building. The notion of a CoP is to enable collective learning, foster interaction between sites, and encourage a willingness to share ideas.
6. Provide a list of each student served, along with their contact information, to DVR as outlined in Section II. A. Deliverable 6.

F. Role of the Department:

DVR will:

1. Review invoices prior to payment;
2. Ensure that services are provided in accordance with the Contract; and
3. Receive, account for, and disburse General Revenue funds awarded under this Agreement.
4. 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.
5. 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.
6. Review performance and conduct monitoring activities in accordance with the monitoring plan established for this

Agreement.

7. Provide technical assistance as appropriate and/or as requested by the Recipient.
8. Negotiate with and provide direction to the Recipient in the use of unspent funds.
9. 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 (include associated tasks and documentation to be used as evidence of completion):

A. Deliverables.

The following is the itemized list of each Deliverable which the Contractor 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.

Major Deliverable	**Payment Breakdown**	**Evidence of Completion**	**Due Date**	**Financial Consequence**
Deliverable 1: • Executed contracts including CFEF. • Staff resumes • Community of Practice Plan	• $62,500.00	• CFEF contract will require a minimum of fifteen (15) subgrant awards. • CoP plans will include a minimum of two (2) meetings during the contract year.	**Within 30 days of contract execution date.**	If the Recipient did not meet the agreed upon minimum number of units or activities, payment will be reduced by $3,750.00 per every subgrant awards under the minimum (15). Payment will be reduced by $500 if the minimum of two (2) meetings during the contract year.
Deliverable 2: • Student Enrollment Data • Service Delivery Plans and Timelines • Community of Practice Report	• $62,500.00	• Each site (including CFEF subgrantees) will enroll a minimum of twenty-five (25) students. (375 Student total minimum) • Each site will include a minimum of four (4) activities in their service delivery plan, one of which must be an opportunity for students and families to connect with VR. • CoP Report will include at a minimum: o Summary of at least one (1) CoP meeting held during the reporting period. o Summary of learnings and best practices	**December 15, 2026**.	If the Recipient did not meet the agreed upon minimum number of students, payment will be reduced by $150.00 per each student under the total minimum (375). Payment will be reduced by $500 if the minimum of one (1) activity that must be an opportunity for students and families to connect with VR during the contract year.

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

Major Deliverable	Payment Breakdown	Evidence of Completion	Due Date	Financial Consequence
Deliverable 3: • Site reports of service delivery.	• $62,500.00	• Site service delivery reports will include a minimum of two (2) activities during the reporting period.	**March 15, 2027**	If the Recipient did not meet the agreed upon minimum number of units or activities, payment will be reduced by $500.
Deliverable 4: • Final student enrollment data. • End of year site reports of services and activities. • End of year Community of Practice Report.	• $62,500.00	• Sites will enroll a minimum of twenty-five (25) students during the contract year. • Final site service delivery reports will include a minimum of two (2) activities during the reporting period. • CoP Report will include at a minimum: o Summary of one (1) CoP meeting during the reporting period. o Summary of learnings and best practices. o Recommendations for the next contract year.	**May 31, 2027**	If the Recipient did not meet the agreed upon minimum number of students, payment will be reduced by $150.00 per each student under the total minimum (500).

B. Criteria for Final Completion of the Contract.
The criteria for final completion of the Contract are the delivery to, and approval by, the Department of all Deliverables required by the Contract.

C. 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

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

Not Applicable

III. Performance Bond.
As provided in Attachment C, Section XVIII.:
A. The Contractor shall provide a performance bond ☐, another form of security ☐ or not applicable ☒.
B. If applicable, the amount of the Contractor'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 $.

IV. Financial Consequences

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

V. 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:

Not Applicable

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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 Abilities, Inc. of Florida Contract Number **27-500** 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: **Two hundred fifty thousand dollars and zero cents ($250,000.00)**.

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.

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

Amount of payment:

Major Deliverable	Payment Breakdown	Evidence of Completion	Due Date	Financial Consequence
Deliverable 1: • Executed contracts including CFEF. • Staff resumes • Community of Practice Plan	• $62,500.00	• CFEF contract will require a minimum of fifteen (15) subgrant awards. • CoP plans will include a minimum of two (2) meetings during the contract year.	**Within 30 days of contract execution date.**	If the Recipient did not meet the agreed upon minimum number of units or activities, payment will be reduced by $3,750.00 per every subgrant awards under the minimum (15). Payment will be reduced by $500 if the minimum of two (2) meetings during the contract year.
Deliverable 2: • Student Enrollment Data • Service Delivery Plans and Timelines • Community of Practice Report	• $62,500.00	• Each site (including CFEF subgrantees) will enroll a minimum of twenty-five (25) students. (375 Student total minimum) • Each site will include a minimum of four (4) activities in their service delivery plan, one of which must be an opportunity for students and families to connect with VR. • CoP Report will include at a minimum: o Summary of at least one (1) CoP meeting held during the reporting period. o Summary of learnings and best practices	**December 15, 2026**.	If the Recipient did not meet the agreed upon minimum number of students, payment will be reduced by $150.00 per each student under the total minimum (375). Payment will be reduced by $500 if the minimum of one (1) activity that must be an opportunity for students and families to connect with VR during the contract year.

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

Major Deliverable	Payment Breakdown	Evidence of Completion	Due Date	Financial Consequence
Deliverable 3: • Site reports of service delivery.	• $62,500.00	• Site service delivery reports will include a minimum of two (2) activities during the reporting period.	**March 15, 2027**	If the Recipient did not meet the agreed upon minimum number of units or activities, payment will be reduced by $500.
Deliverable 4: • Final student enrollment data. • End of year site reports of services and activities. • End of year Community of Practice Report.	• $62,500.00	• Sites will enroll a minimum of twenty-five (25) students during the contract year. • Final site service delivery reports will include a minimum of two (2) activities during the reporting period. • CoP Report will include at a minimum: o Summary of one (1) CoP meeting during the reporting period. o Summary of learnings and best practices. o Recommendations for the next contract year.	**May 31, 2027**	If the Recipient did not meet the agreed upon minimum number of students, payment will be reduced by $150.00 per each student under the total minimum (500).

A. The invoice shall include, at a minimum:

1. The Contractor's name, address, telephone, Federal ID Number and contract number,
2. The time period, description of deliverables completed, and the amount requested,
3. The Contractor's Approval Authority, Title, and Date of authority's signature, and
4. The following attestation: "I hereby certify, as an authorized representative of the Contractor, that the amounts claimed on this invoice are true and accurate amounts due for the services and/or products rendered and are payable in full in accordance with the terms of the Contract."
5. Timesheets for each Staff Interpreter which coincide with the total hours worked and the total hours of paid leave provided.
6. Proper travel documentation, if applicable.

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

V. The system of rates upon which contract payments are based is prescribed as follows:

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:

Deliverables 1: $62,500.00 Due Date: Within 30 days of contract execution date.
Deliverables 2: $62,500.00 Due Date: December 15, 2026.
Deliverables 3: $62,500.00 Due Date: March 15, 2026
Deliverables 4: $62,500.00 Due Date: May 31, 2027

Per Time Unit:

Quarterly

Type of Work or Professional Designation of a Worker:

B. Approved unpaid leave hours will not be reimbursed under this contract. 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 post audit.

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:

Not Applicable

STATE OF FLORIDA, DEPARTMENT OF EDUCATION
ATTACHMENT C
STANDARD TERMS AND CONDITIONS

Contract No. 27-500

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.

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

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.

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-1.033, Florida Administrative Code, unless exempt therefrom.

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(24), Florida Statutes (F.S.). All payments issued by Agencies to registered vendors for purchases of Commodities or Contractual Services under Chapter 287, F.S., shall be assessed the Transaction Fee of one percent (1.0%) of the total amount of the payments received from the State or Eligible Users, as prescribed by Rule 60A-1.031, Florida Administrative Code (F.A.C.), or as may otherwise be established by law. Vendors shall pay the Transaction Fee and are subject to automatic deduction of the Transaction Fee, when automatic deduction becomes available. Vendors shall submit any monthly reports required pursuant to Rule 60A-1.031, F.A.C. All such reports and payments are subject to audit. The Agency will have grounds for declaring the vendor in default if the vendor fails to comply with the payment of the Transaction Fee or reporting of payments, which may subject the vendor to being suspended from business with the State of Florida. 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.), and fully comply with all information technology security policies. Contractors, providers, and partners employed by the Department or acting on behalf of the Department shall also fully comply with 60GG-2 Information Technology Standards.

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.

XL. In accordance with Executive Order 20-44, each contractor meeting the following criteria: 1) all entities named in statute with which the agency must form a sole source, public private agreement and 2) all entities that, through contract or other agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds shall provide to the department an annual report in the format required by the department. This report shall detail the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. In addition, the grantee shall submit with the annual report the most recent Return of Organization Exempt From Income Tax, Form 990, if applicable, or shall indicate that the contractor is not required to file such Form 990. Contracted entities must inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the contracted entity. This report shall be submitted by March 1 of each year. Executive Order 20-44 may be obtained via this link, https://www.flgov.com/wp-content/uploads/orders/2020/EO_20-44.pdf

XLI. Unless otherwise specifically authorized herein, Contractor shall not convey anything of value, including but not limited to gifts, loans, rewards, favors or services, directly to any agent, employee or representative of the Department, and shall promptly notify the Department in the event that an agent, employee or representative of the Department attempts to solicit the same.

STATE OF FLORIDA, DEPARTMENT OF EDUCATION
ATTACHMENT D
AUDIT REQUIREMENTS

The administration of resources awarded by the Florida Department of Education ("Department") to The Florida Endowment Foundation for Vocational Rehabilitation d/b/a The Able Trust ("Contractor") for Contract No.: 27-500 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. The Vendor vs. Sub-Recipient Determination form 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
Andrea Jimenez, Contract Manager
325 W. Gaines St, Suite 1144
Tallahassee, Florida 32399
Phone: (850) 245-3477

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(mqamohbpfj0hmyhlr45plpol))/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
Victoria Aguilar, Contract Manager
325 W Gaines Street, Suite 1144
Tallahassee, Florida 32399

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 32399-04000

Or via electronic mail to: singleaudits@fldoe.org

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

Department of Education
Division of Vocational Rehabilitation
Andrea Jimenez, Contract Manager
325 W. Gaines St, Suite 1144
Tallahassee, Florida 32399

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:

NOTE: *Do the resources awarded to the recipient represent more than one Federal program?* ***NOTE IS TO BE DELETED FROM DRAFT DOCUMENT****.*

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:

NOTE: *Attach copies of laws, rules, or regulations listed above.* ***NOTE IS TO BE DELETED FROM DRAFT DOCUMENT****.*

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:

NOTE: *Do the resources awarded to the recipient represent more than one State project?*

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:

B. Second applicable law, rule, or regulation:

C. Other:

NOTE: *Attach copies of laws, rules, or regulations listed above.* ***NOTE IS TO BE DELETED FROM DRAFT DOCUMENT****.*

Attachment H
Division of Vocational Rehabilitation
Bureau of Vendor and Contracted Services (BVCS)
Standard Operating Procedure
Contract No. 27-500

General Information	
Title:	**Health and Safety Incident Reporting Procedure and Guidelines**
Purpose:	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. This document defines reportable incidents and establishes reporting criteria and timeframes.
Scope:	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.
Prevention:	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.
Reporting Procedures:	This reporting procedure applies to all incidents that require submission of an Incident Report under this contract with DVR. a. 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. b. 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. c. 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. d. Contractor shall take immediate action to resolve incidents and ensure the health and safety of customers' receiving services under this contract.

	e. 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:	**Definitions** **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. a. **Missing Child or Vulnerable Adult** - The unauthorized absence or unknown whereabouts of a customer while under the supervision of the Contractor. b. **Sexual Misconduct** - 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. **Unexpected Customer Death** - 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. **Violence/Threats of Violence/Intimidation** - 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.). **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: a. **Baker Act** - 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. **Customer injury or illness** - 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:	The Contractor shall provide: 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:

☐ Missing Child or Vulnerable Adult	☐ Violence/Threats of Violence/Intimidation
☐ Sexual Misconduct	☐ Baker Act
☐ Unexpected Customer Death	☐ Customer Injury/Illness
☐ Customer Altercation	☐ Other

Incident Location:

☐ Center Based	☐ Home	☐ Community	☐ Other

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: