

# MEMORANDUM OF AGREEMENT

NO. \_\_\_\_\_

BETWEEN

THE FLORIDA DEPARTMENT OF EDUCATION / DIVISION OF VOCATIONAL REHABILITATION

AND

\_\_\_\_\_

This MEMORANDUM OF AGREEMENT ("Agreement"), by and between the State of Florida Department of Education, Division of Vocational Rehabilitation ("Department") and the above named Employment Network ("Provider") takes effect on July 1, 2012 or on the date upon which it is signed by both the Department and the Provider, whichever is later.

WHEREAS, under authority of the Rehabilitation Act of 1973 as amended (Act) for the purposes of providing vocational rehabilitation services to non-blind individuals in Florida-the Department participates in the Ticket to Work and Self-Sufficiency Program ("Program") pursuant to 20 CFR Part 411, Subpart F; and

WHEREAS, the Provider referenced above is an Employment Network (EN) participating in the Program pursuant to 20 CFR Part 411, Subpart E, with this terms being further defined in 20 CFR Section 411.115(e);

IT IS THEREFORE agreed between the Department and the Provider:

## I. Purpose.

The purpose of this Agreement is to establish the provisions under which the Division of Vocational Rehabilitation (Division) will refer Social Security Administration (SSA) beneficiaries to Employment Networks (EN) for services and to establish a system for compensating ENs for post-employment job-related services to Division consumers in accordance with the Ticket to Work and Work Incentives Improvement Act of 1999 (P.L. 106-170, Title 1, Subtitle A, 42 U.S.C. 1320b-19 et seq.) and 20 CFR Part 411.

## II. Agreement Documents.

The documents establishing and constituting this Agreement supersedes any and all prior agreements and understandings, written or oral, regarding this Undertaking and consists of the following:

This Agreement, including all of the following attachments, which are hereby incorporated by reference and made a part hereof, and which are identified as follows:

Attachment A: Standard Terms and Conditions, with the following modification to Section II: E Insurance: General liability insurance coverage must be at least \$500,000. and the errors and omissions coverage is not applicable to this contract.

## III. Definitions:

- Employment Network (EN) – an organization or person authorized by the Social Security Administration to provide or coordinate the provision of employment and rehabilitation services to SSA Beneficiaries under the Ticket to Work Program.
- Qualified Vendor – a Provider of employment or rehabilitation services who has been approved under the Division's Vendor Registration System to provide Employment Network Services.

## IV. Major Considerations

Consumer's Ticket is Assigned to or In Use with the Division: When a consumer has assigned or placed their Ticket In Use with the Division and, while receiving services, the consumer chooses to go to a service provider who is also an EN, the provider must be a qualified Division vendor of services and will be paid according to Division's established rates at predetermined benchmark payments or a fee for service. Should the Project consumer take their ticket out of assignment / use with the Division during the time services are being provided by the vendor and assign their Ticket to the same vendor as an EN, no further payments will be made to the EN as a vendor on that case and the Division will close the consumer's case.

The Division may refer a consumer to an EN following case closure. Such referral will be based on the consumer having a need for the service(s) provided by an EN and the EN having executed an EN Referral and Service Agreement with the Division.

When a Ticket is Assigned to an EN: When a Ticket is held by an EN and the consumer requires services not provided by the EN, the EN may coordinate with the consumer to take their Ticket out of assignment making it available for use by the Division. Once the consumer's Ticket is assigned or placed "In Use" with the Division, the Division will provide services to the consumer in accordance with an approved IPE.

The Contractor must submit a DOE/DVR Monthly Progress Report (template provided electronically by DVR) to the DOE/DVR Counselor each month for all active Customers, beginning with referral acceptance. The monthly progress report shall provide sufficient detail to validate the services that were delivered during the month of reporting.

An EN shall refer consumers to the local Division office serving the geographic area where the consumer lives. Please refer to the Division's website for a directory of Unit Offices; [www.rehabworks.org](http://www.rehabworks.org).

The referring EN agrees to provide the Division with all available supporting documents for the Division to determine the consumer's eligibility for services and to review available information used in the development of the consumer's vocational goal.

Once services are completed and/or the consumer's case is closed, the consumer's Ticket will be made available for assignment/reassignment to the EN. The consumer has the right to assign/reassign their Ticket to an EN of their choice.

Referral of Consumers with an Individualized Plan for Post-Employment Services to an EN for Job-Related Services: At case closure, the Division may refer consumers to an EN, who is also a qualified DVR vendor of Employment Network Services, for job-related services that will aid a consumer in achieving Substantial Gainful Activity (SGA) levels of employment. SGA is achieved when a consumer is employed for nine (9) months within a twelve (12) month period and the consumer is earning, during that period of time, SGA earnings established by the SSA. Payment and conditions for compensation for an EN is explained in Section V.A.2 below.

Provision of Post-Employment Job-Related Services: Job-Related Services include those services provided by the EN to an individual who has been successfully rehabilitated. Services are provided in order to enable the individual to preserve or advance their employment at a competitive employment and earnings level as established under their Post-Employment IPE and associated employment outcome. Such services shall be provided in support of achieving the individual's weekly work hour and earnings goal and for the purpose of becoming self supporting. Post-Employment Job-Related Services shall include, but are not limited to:

1. Limited job development services that will refine the job to better meet the needs of the Employer;
2. Limited job coaching to aid the individual in stabilizing on the job;
3. Limited job training or retraining to further stabilize the individual in their job;
4. Follow up services such as regular contact with the employers, the individuals, the parents, family members, guardians, advocates, or authorized representatives of the individuals, and other suitable professionals and informed advisors, in order to reinforce and stabilize the job placement;
5. Services that will assist the individual in adapting to the work environment and facilitate identification and access to natural supports at the work site;
6. Referral and other services that will assist an individual to secure needed services from other agencies and identify and access community resources needed in support of employment (e.g., transportation to and from work, affordable housing, public assistance/services, etc.). These are services other than those provided by or available through the local Independent Living Center;
7. Services that will aid the individual in developing/enhancing job skills needed to successfully perform their current job or a job that will advance their level of employment and earnings; and
8. Job search and placement assistance to reemploy an individual.

The above services will be provided only as needed by an individual consumer. Therefore, one or more of the above services may be provided as "Post-Employment Job-Related Services." The EN providing Post-Employment Job-Related Services

shall complete the following tasks for all referrals for such services: monthly monitoring and assessment to evaluate an individual's stability on the job and to identify need for any additional job-related services.

#### **V. Department Responsibilities.**

The Department agrees to serve consumers who are eligible for and who could benefit from its services to prepare for, achieve and maintain competitive employment.

The Department will provide appropriate rehabilitation services to enhance consumer employability. The Department also agrees to make every effort to provide such services in a timely manner and in accordance with the clients' IPE and all applicable regulations and policies. Services will also be provided in a manner that affords clients their rights and informed choice under the Act.

#### **VI. Joint Department and EN Responsibilities.**

The Department and the EN agree to ensure the confidentiality of all client-related information as required by law and policy. The Department and the EN agree to use an exchange and/or release of confidential information form, signed by the consumer, permitting the exchange/release of necessary documentation and information as requested by either party.

The Department and the EN agree to have open lines of communication and share information as necessary to better serve consumers. Based on prior written authorization of the consumer, the Department and the EN will exchange information that includes, but is not limited to, consumer evaluations/assessments, IPEs, progress reports and other related records that will enable both parties to effectively coordinate employment and rehabilitation services for the consumer.

The Department and the EN will apprise the other without avoidable delay if services are interrupted or discontinued.

#### **VII. Payment Terms and Conditions.**

Payments under this Agreement shall not exceed \$35,000.

##### **A. Employment Networks:**

1. The EN will be compensated by the Department for providing Post-Employment Job-Related Services that have assisted Department consumers to achieve placement in employment and sustain earnings and employment at the Substantial Gainful Activity (SGA) level. In such cases the EN will be paid a fee of \$1,000 per consumer who achieves SGA and meets one of requirements for the Department to submit its Request for Reimbursement as described below:
  - a. A wage verification letter on the employer's letterhead which indicates a breakdown of monthly wages. The verification letter should also include a contact person and a telephone number; or,
  - b. A Payroll Report from the employer which documents the consumer's name, SS#, paycheck date, and breakdown of monthly payments, including a contact name and telephone number from the employer; or,
  - c. Copies of paycheck stubs covering the minimum required SGA period that includes the consumer's name and address, payroll period, date issued, and check amount; or,
  - d. A combination of above that provides a complete wage and employment history for a period of not less than nine (9) months within a 12 month period of time; and a synopsis of the post-employment job-related provided.

When the amount of the Division's Claim for Reimbursement is less than \$2,000.00, the EN will be paid an amount that is 50% of the amount of the Division's Claim for Reimbursement. Such payment will be payable within 45 days following the Division's receipt of employment and wage verification.

- B. Compensation for the Division: The Division will be compensated by cost reimbursement as provided under the Ticket to Work Program for serving consumers whose Ticket is placed in use. Alternatively, the Division will be compensated by the EN Payment System for serving a consumer whose Ticket is assigned to the Division acting as an EN.

#### **VIII. Procedures for Dispute Resolution**

- A. Consumer Dispute: A consumer dispute with a party to this agreement will be resolved under the internal grievance/appeal policy of that respective party.

- B. Disputes between the Division and the EN: Disputes involving the two parties shall be resolved informally between the SSA's Area Work Incentives Coordinator and the EN representative. In the event the parties are unable to reach resolution at this level, the Division's TTW Program Administrator, SSA Area Work Incentives Coordinator and the EN representative will meet in an attempt to resolve the dispute. Should this informal resolution process fail, either party may seek resolution with the authorized Program Manager, MAXIMUS, in accordance with the procedures delineated in 20 CFR Section 411.435(c).

## **IX. Audits and Records, Retention of Records, Public Records**

The Employment Network agrees that it shall:

Maintain a financial management system relating to funds received and expended under this Agreement in accordance with generally accepted accounting principles and that is compliant with the following:

- 34 CFR 74.21, Standards for Financial Management Systems;
- 34 CFR 76.730, Records Related to Grant Funds;
- Office of Management and Budget Circular Number, A-110, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations; and
- Office of Management and Budget Circular Number A-133, Audits of States, Local Governments, and Non-Profit Organizations, Subpart C, Section \_\_.300, Auditee Responsibilities.

Such financial management systems shall require the maintenance of books, records and documents including electronic storage media and the evidence and accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. Upon reasonable advance notice, the EN shall make such books, records and documents including electronic storage media and the evidence and accounting procedures and practices, available for inspection, review or audit by authorized state personnel and other personnel duly authorized by the Division.

The EN shall retain all financial records, supporting documents, statistical records and any other documents including electronic storage media pertinent to this Agreement for a period of five (5) years after the ending date of this Agreement or, if audit findings have not been resolved at the end of the five (5) year period, the records shall be retained until resolution of the audit findings. State auditors and any persons duly authorized by the Division shall have full access and the right to examine any of the said materials during said period.

The EN shall respond to any written recommendations from the Division to the EN regarding deficiencies in the EN's performance within the time specified in such comments. The EN shall either rectify such deficiencies or supply a reasonable written justification for not correcting such deficiencies.

In accordance with the provisions of the applicable Office of Management and Budget Circular A-133 (Circular A-133), in the event that the EN expends Federal awards in its fiscal year in an amount meeting the requirement for audit, the EN shall have a single or program-specific audit conducted in accordance with the provisions of Circular A-133. In determining the Federal awards expended in its fiscal year, the EN shall consider all sources of Federal awards. The determination of the amount of Federal awards expended shall be in accordance with the guidelines established Circular A-133.

An audit conducted in accordance with the provisions of Circular A-133 is not required if the EN expends an amount of Federal awards in its fiscal year not meeting the requirement for audit. In that event, if the EN elects to have an audit conducted in accordance with Circular A-133, the cost of the audit must be paid from non-Federal funds.

## **X. Indemnification.**

Neither party agrees to indemnify, defend, and hold harmless the other, and the other's attorneys, agents, and employees from any claims, suits, judgments, debts, or damages, arising out of the party's performance or failure to perform under this Agreement. Nothing in this section is intended to alter or waive the Department's entitlement to a defense of sovereign immunity, or to extend its liability beyond the limits established in Section 768.28, Florida Statutes, except as otherwise provided by law. Nothing herein shall be construed as consent by the Department to be sued by third parties under and regarding this Agreement. The obligations set forth in this section shall survive this Agreement.

## **XI. Confidentiality.**

To the extent that the performance of this Agreement provides a party with access to information regarding third party applicants for or recipients of disability-related services, it agrees that it shall not use or disclose any such information for any purpose not in conformity with State law or regulations or Federal law or regulations, except upon written consent of the applicant or recipient, or the responsible parent or guardian when authorized by law.

**XII. Assignments and Subcontracts.**

A. The EN may not assign or delegate obligations under this Agreement to another entity.

**XIII. Term and Termination.**

This Agreement shall become effective upon signing by both parties and will continue to be in effect unless terminated by either party upon thirty (30) days written notice to the other party at the stated address below. Furthermore, this Agreement will be terminated immediately if the EN ceases to have the approval to participate in the Program under the Ticket to Work and Work Incentives Improvement Act of 1999 or if any enabling legislation governing the parties is repealed. This Agreement shall commence on July 1, 2012 or the date upon which it is signed by both the Department and Provider, whichever is later and shall terminate on June 30, 2013. Modifications, changes, amendments, or renewals to this Agreement may be made with the consent of the parties, and shall be memorialized in writing and signed by the parties thereto.

This Agreement is renewable for the following periods:

July 1, 2013 through June 30, 2014

July 1, 2014 through June 30, 2015

July 1, 2015 through June 30, 2016

**XIV. Project Management.**

The Division and the EN designate their respective representatives, identified below for coordination, communication, and management of the Project.

**For the Division:**

\_\_\_\_\_  
(Name)

Contract Manager  
(Title)

2002 Old St. Augustine Road, Building A  
Tallahassee, FL 32301  
(Mailing address)

Phone: 850-245-\_\_\_\_\_  
Fax: 850-245-3362  
Email: @vr.fldoe.org  
(Phone, Fax and E-mail)

**For the Employment Network:**

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Mailing address)

Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_  
(Phone, Fax and E-mail)

IN WITNESS WHEREOF, the parties have signed this Memorandum of Agreement on the dates set forth below.

**Florida Department of Education/  
Division of Vocational Rehabilitation**

By: \_\_\_\_\_  
*Authorized Signature*

Name: Gerard Robinson

Title: Commissioner of Education

Date: \_\_\_\_\_

By: \_\_\_\_\_  
*Authorized Signature*

Name: Cathryn McEachron

Title: For the Division Director

Date: \_\_\_\_\_

Approval of Memorandum of Agreement as to:

By: \_\_\_\_\_  
*Authorized Signature*

Name: Charles Pellegrini

Title: Assistant General Counsel

Date: \_\_\_\_\_

**Employment Network**

By: \_\_\_\_\_  
*Authorized Signature*

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**STATE OF FLORIDA, DEPARTMENT OF EDUCATION  
PROCUREMENT CONTRACT – ATTACHMENT A  
STANDARD TERMS AND CONDITIONS**

**I. Composition of Contract; Entire Contract; No Modifications Except in Writing.**

The agreement between the Department of Education/Division of Vocational Rehabilitation (DOE/DVR) and Contractor concerning the subject matter hereof consists of the Contract, this Attachment and all other attachments and exhibits referenced herein or in the Contract. In the event there is any inconsistency between the provisions of the Contract and the provisions of this Attachment or any other attachment or exhibit, the provisions of the Contract shall govern and control. The Contract, this Attachment and all other attachments and exhibits referenced herein or in the Contract may be referred to collectively as the "Contract." The Contract represents the total and complete agreement of DOE/DVR and Contractor relating to the subject matter of the Contract. The Contract supersedes any prior or contemporaneous written or oral agreements or representations relating to the subject matter of the Contract. No purported modification of the Contract shall be valid or binding on either party unless such modification is contained in a document executed by both parties.

**II. The Contractor Agrees:**

**A.** To comply with all applicable laws, statutes and regulations of the State of Florida and the United States, and to complete any forms required under such laws, statutes and regulations, whether or not such forms are referenced in this Contract.

**B. Audits and Records.**

1. To maintain (in accordance with generally accepted accounting procedures) and retain, during and for five (5) years after termination of this Contract, books, records and all other documents relating to this Contract. Such will sufficiently and properly reflect all expenditures of funds provided by DOE/DVR under this Contract (collectively, the "Records"). If an audit has been initiated and audit findings have not been resolved at the end of such five (5) year period, Contractor shall retain the Records until resolution of the audit findings.
2. To assure that state personnel, federal personnel and personnel authorized by the DOE/DVR shall have full access to the Records during the time Contractor is obligated to retain same.
3. To provide access to and, at the request of DOE/DVR, to furnish whatever information is deemed necessary by DOE/DVR to be assured of satisfactory performance of the terms and conditions of the

Contract. This includes access to financial reports, personnel and personnel work records. Any written comments from DOE/DVR to the Contractor regarding deficiencies in Contractor's performance must be responded to by the Contractor within the time specified in such comments. The Contractor shall either rectify such deficiencies or supply a reasonable written justification for not correcting such deficiencies.

4. The contractor agrees to permit onsite visits by designated DOE/DVR 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.

5. To file with the DOE/DVR such Records as the DOE/DVR may require (in its sole discretion) within one (1) year after the completion of performance under this Contract.

6. To allow public access to all documents, papers, letters, or other materials made or received by Contractor in conjunction with this Contract, subject to the provisions of Chapter 119, Florida Statutes, §11 (F) below and other applicable law. DOE/DVR 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, Florida Statutes, and are not exempt from public inspection by Section 119.071 Florida Statute and other provisions of general or special law.

7. In accordance with the provisions of OMB Circular A-133, as revised, in the event that it expends equal to or in excess of the Federal thresholds for awards in its fiscal year and is otherwise subject to OMB Circular A-133, to have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. In determining the Federal awards, expended in its fiscal year, the Contractor shall consider all sources of Federal awards, including Federal funds received from

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DOE/DVR. The determination of amount of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirement of this part.

8. In connection with the audit requirements addressed above in Section II, Paragraph 7, to fulfill the requirements relative to auditee responsibilities as provided in Subpart c of OMB Circular A-133, as revised.

9. If it expends less than the Federal threshold for awards in its Fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised is not required. In the event that the Contractor expends less than the Federal threshold for awards in its fiscal year and elects to have an audit conducted in accordance with the provision of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal funds (i.e., the cost of such an audit must be paid from funds obtained from other than Federal entities).

10. In accordance with 215.97, Florida Statutes, applicable rules of the Office of the Governor and the Comptroller, if it expends a total amount of State awards (i.e., State Financial assistance provided to the Contractor to carry out a State project) equal to or in excess of the State threshold in any fiscal year of such Contractor, and is otherwise subject to 215.97, Florida Statutes, to have a single State or project-specific audit for such fiscal year. In connection with the audit requirements addressed in paragraph 10, the Contractor shall ensure the audit complies with the requirements of 215.97(7) Florida Statutes. This includes submission of a reporting package as defined by 215.97(2)(d), Florida Statutes.

11. If it expends less than the State threshold for awards in its fiscal year, an audit conducted in accordance with the provisions of 215.97, Florida Statutes, is not required. In the event that the Contractor expends less than the State threshold for awards in its fiscal year and elects to have an audit conducted in accordance with the provision of 215.97, Florida Statutes, the cost of the audit must be paid from non-State funds (i.e., the cost of such an audit must be paid from the funds obtained from other than State entities).

**C. Monitoring by DOE/DVR.**

1. To permit persons duly authorized by the DOE/DVR, state and federal auditors full access to

and the right to examine any of said records and documents at all reasonable times during the period of this Contract, during said retention period or as long as records retained, whichever is later. Those persons authorized to do so shall be entitled to inspect any records, papers, documents, facilities, or services of the Contractor relevant to this Contract and may interview Contractors of services and employees of the Contractor to be assured of satisfactory performance of the terms and conditions of the Contract. Following such inspection DOE/DVR shall deliver to the Contractor a written report of the findings, including specifically any noted deficiencies concerning the manner in which services are being provided. The Contractor will correct all noted deficiencies identified by the DOE/DVR within the specified period set forth in the recommendations.

2. In addition to reviews of audits conducted in accordance with OMB Circular A-133, as revised, monitoring procedures may include, but not be limited to, on site visits by DOE/DVR, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Contract, the Contractor agrees to comply and cooperate with any monitoring procedures/process deemed appropriate by the DOE/DVR. In the event DOE/DVR determines that a limited scope audit of the Contractor is appropriate, the Contractor agrees to comply with any additional instructions provided by DOE/DVR regarding such audit. The Contractor further agrees to comply and cooperate with any inspections, reviews, investigations, or audits necessary by the Comptroller or the Auditor General or other authorized body.

**D. Indemnification.** To indemnify, defend, and hold harmless DOE/DVR, its attorneys, agents, and employees, to the full extent allowed by law, from all claims, suits, judgments, debts, or damages, arising out of Contractor's performance or failure to perform under this contract, the negligent acts, negligent omissions or willful conduct of the Contractor relating to this Contract. The indemnification shall include reasonable attorney's fees and costs incurred by the DOE/DVR, its attorneys, agents and employees in the defense of any such suits, claims, or causes of action, as aforesaid. Nothing in this Contract is intended to serve as a waiver of sovereign immunity, nor shall anything in this Contract be construed as consent by

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a state agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any agreement.

**E. Insurance.** 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.

**F. Safeguarding Information.**

1. Not to use or disclose any information concerning applicants or recipients of services under or incident to this Contract for any purpose not in conformity with state regulations and Federal law or regulations (45 CFR, Part 205.50, 34 CFR PART 361.38 and other applicable laws), except upon written consent of the applicant or recipient, or the responsible parent or guardian when authorized by law.
2. The Contractor is subject to all provisions of confidentiality of client records as set forth in § 413.341, Florida Statutes.

**G. Return of Funds** The Contractor agrees to return to DOE/DVR any overpayment due to unearned funds or funds disallowed pursuant to the terms of this Contract, the Vocational Rehabilitation Act of 1973,

as amended, or appropriate state, federal regulations, rules and/or laws. In the event that the Contractor or its independent auditor discovers that an overpayment has been made, the Contractor shall repay said overpayment immediately together with an explanation of the funds returned. The return shall be due within forty-five (45) days following the expiration or early termination of this Contract, or within ten (10) days after the overpayment is discovered, whichever is sooner. If Contractor fails to timely repay such funds, the Contractor shall pay to DOE/DVR, in addition to such funds, interest at the rate set pursuant to Section 55.03, Florida Statutes. Interest shall immediately begin to accrue on the unpaid principal balance at the highest rate allowable by applicable laws, through the date on which such funds are fully repaid.

**H. Unusual Incident Reporting.** To report to DOE/DVR and the Florida Abuse Hotline knowledge of reasonable suspicion of abuse, neglect, or exploitation of a child, aged person, or disabled adult. The Florida Abuse Hotline's statewide toll-free telephone number is 1-800-962-2873. Such reporting to be done in a manner prescribed in Chapter 415, Florida Statutes. This is binding upon both the Contractor and its employees.

**I. Transportation Disadvantaged.** If customers will be transported under this Contract, to subcontract with the designated Community Coordinated Transportation Contractor, or otherwise comply with the provisions of Chapter 427, Florida Statutes.

**J. Civil Rights Certification.**

1. To comply with:
  - a. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, or national origin in programs and activities receiving or benefiting from federal financial assistance.
  - b. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination on the basis of disability in programs and activities receiving or benefiting from federal financial assistance.
  - c. Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of gender in education programs and activities receiving or benefiting from federal financial assistance.

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d. The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age in programs or activities receiving or benefiting from federal financial assistance.

e. The Omnibus Budget Reconciliation Act of 1981, which prohibits discrimination on the basis of gender or religion in programs and activities receiving or benefiting from federal financial assistance.

f. Title VII of the Civil Rights Act of 1964, as amended, which prohibits discrimination with respect to employment, compensation, and terms and conditions of employment on the basis of race, color, religion, gender, or national origin.

g. Florida Human Relations Act, which prohibits discrimination on the basis of race, color, religion, gender, national origin, age, disability, or marital status.

h. Americans with Disabilities Act, which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, state and local government services, and in telecommunications.

i. All other applicable laws, regulations and standards that prohibit discrimination on any basis on which discrimination is prohibited by any of the above-referenced laws.

**K. Independent Capacity of the Contractor.**

1. To be solely liable for the performance of all tasks contemplated by this Contract which are not the exclusive responsibilities of DOE/DVR.

2. To act in the capacity of an independent contractor and not as an officer, employee or agent of the State of Florida. The Contractor shall not represent to others that it has the authority to bind DOE/DVR unless specifically authorized in writing to do so. In addition to the Contractor, this is also applicable to its officers, agents, employees, subcontractors, or assignees in performance of this Contract.

3. Neither the Contractor, its officers, agents, employees, subcontractors, nor assignees are entitled to state retirement or state leave benefits, or to any other compensation of state employment as a result of performing the duties and obligations of this Contract.

4. The DOE/DVR will not furnish services or support (e. g., office space, office supplies, telephone service, secretarial or clerical support) to Contractor.

5. All deductions for social security, withholding taxes, income taxes, contributions to unemployment

compensation funds and all necessary insurance for the Contractor, the Contractor's officers, employees, and agents shall be the responsibility of the Contractor.

**L. Sponsorship.** As required by Section 286.25, Florida Statutes, that all notices, informational pamphlets, press releases, advertisements, descriptions of sponsorship of the program research reports, and similar public notices prepared and released by the Contractor shall include the statement: "Sponsored by DOE/DVR and the State of Florida." If the sponsorship reference is in written material, the words "State of Florida, Department of Education/ Division of Vocational Rehabilitation" shall appear in the same size type and emphasis as the name of Contractor or other applicable organization.

**M. Invoices**

1. The Contractor shall submit properly completed monthly invoices in detail sufficient for a proper pre-audit and post-audit thereof and in a form acceptable to the DOE/DVR covering services rendered and/or goods provided under this Contract together with expenditure reports to support all requests for payment. The Contractor shall request payment on a monthly basis through the submission of properly completed invoices to the Contract Manager within fifteen (15) days following the end of the month for services that were rendered. These invoices shall be on Contractor's letterhead and must state the total number of customers who received services, the date(s) the services were provided, together with the names of clients served during the payment period. Payments may be authorized only for services listed on the invoice, which are in accord with terms and conditions of this Contract. This requirement shall in no way affect the Final Invoice (Withholding Payment) requirements.

2. Final Invoice (Withholding Payment). The Contractor must submit the final invoice for payment to the DOE/DVR no more than sixty (60) days after the Contract ends or is terminated. If the Contractor fails to do so, all rights to payment is forfeited and the DOE/DVR will not honor any requests submitted after the aforesaid time period unless a written request for extension is received prior to the sixty (60) day deadline. The DOE/DVR Contract Manager shall review all payment requests of the Contractor in a manner that will allow the Contractor to submit an invoice within sixty (60) days. If the final invoice

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cannot be submitted within the required sixty (60) days period, the Contractor must submit a written request for extension, to the Contract Manager, prior to the sixty (60) day deadline. The request must include a description of the circumstances beyond the Contractor's control that resulted in a need for additional time for the submission of the invoice. The DOE/DVR Contract Managers shall respond to these requests within ten (10) days after receipt of the request.

3. Any payment due under the terms of this Contract may be withheld until all reports due from the Contractor and necessary adjustments thereto, have been approved by the DOE/DVR. The DOE/DVR has final authority on any dispute on invoice payments.

4. 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, Florida Statutes, pertaining to false claims against the state and /or s. 837.06, Florida Statutes pertaining to false official statements.

**N. Lobbying, Fund-raising and Program Income.**

1. To comply with §216.347, Florida Statutes, which prohibits expenditure of contract funds for lobbying the Legislature or a state agency. Fund raising activities shall not be charged to, or reimbursed from, any DOE/DVR Contract proceeds.

2. Program income shall be used, at the direction of the DOE/DVR, to either reduce the Contract award or fund additional services eligible for State and Federal funding. For purposes of this Contract, "program income" shall mean gross income received by Contractor directly generated by a grant supported activity, or earned as a result of this Contract during the term of this Contract. If any payment due under this Contract results directly from a budget line item submitted by Contractor and Contractor's actual costs or expenditures during the Contract term are less than the amount budgeted, the resulting excess payment shall be deemed, for purposes of this Contract, "program income."

**O. ONE-STOP.** To inform DOE/DVR immediately if they are or become a party to any contract with any State of Florida Department ONE STOP, or any "one-stop partner" under the Workforce Investment Act of 1998.

**P. Staff, Facilities and Equipment.** To maintain sufficient staff, facilities and equipment to deliver the goods and services described in this Contract, and to immediately notify the DOE/DVR whenever Contractor is unable or is going to be unable to provide the required quality or quantity of goods or services. In addition, all facilities or other places of business used in the delivery of services must comply with the design and construction accessible to the physically handicapped per "Architectural Barriers Act of 1968" Section 504 of the Act and ADA.

**Q. Authority of Person Executing Contract.** Contractor represents that the person executing this Contract (and any portion thereof) has the actual authority to so execute on behalf of Contractor and that all actions, corporate or otherwise, necessary to such authority have occurred.

**R. Relationship of Customer to DOE/DVR.** If the Contractor is hiring or placing for employment any customer of DOE/DVR pursuant to the terms of this Contract, such customer is not an employee of DOE/DVR for any purpose, whatsoever, including without limitation the provision of workers' compensation benefits. Contractor shall notify the employer of this fact.

**S. Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion, and Acknowledgment and Representation regarding the Convicted Vendors List.**

1. If the amount of federal funds received by Contractor hereunder exceeds \$25,000, the Contractor:

a. Certifies, by signing this Contract, that neither the Contractor nor any of its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Contract by any federal department or agency and, if the Contractor is unable to certify to any of the statements contained in this section, Contractor shall attach an explanation to this Contract;

b. Acknowledges and agrees this certification is a material representation of fact upon which reliance is placed when this Contract is entered into. If it is later determined that the signer or Contractor knowingly rendered an erroneous certification, the Federal Government may pursue available remedies, including suspension and/or debarment;

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c. Agrees to provide immediate written notice to the Contract Manager at any time the Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances;

d. Acknowledges and agrees the terms "debarred," "suspended," "ineligible," "person," "principal," and "voluntarily excluded," as used in this certification, have the meanings set out in the Definitions and Coverage section of rules implementing Executive Order 1254, Debarment and Suspension, signed February 18, 1986. Contractor may contact the Contract Manager for assistance in obtaining a copy of these rules and regulation.

e. Agrees by submitting this certification that it shall not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this Contract unless authorized by the Federal Government; and

f. Agrees it will require each person or entity subcontracted under this Contract receiving payment of \$25,000 or more in federal monies to submit a signed copy of this certification to DOE/DVR.

2. If the amount of federal funds received by Contractor hereunder exceeds \$100,000, the undersigned, on behalf of himself/herself and the Contractor, certifies to the best of his or her knowledge and belief that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned or the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement;

b. If any funds, other than Federal appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, in connection with this Federally funded agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

c. The undersigned shall require that the language of this certification be included in the award documents

for all subawards (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

The undersigned and Contractor acknowledge THIS CERTIFICATION IS A MATERIAL REPRESENTATION OF FACT UPON WHICH RELIANCE WAS PLACED WHEN THIS CONTRACT WAS MADE OR ENTERED INTO. SUBMISSION OF THIS CERTIFICATION IS A PREREQUISITE TO MAKING OR ENTERING THIS CONTRACT IMPOSED BY SECTION 1352, TITLE 31, U.S. CODE. ANY PERSON WHO FAILS TO FILE THE REQUIRED CERTIFICATION SHALL BE SUBJECT TO A CIVIL PENALTY OF NOT LESS THAN \$10,000 AND NOT MORE THAN \$100,000 FOR EACH SUCH FAILURE.

3. If the amount of funds to be received by Contractor hereunder exceeds the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO, the undersigned, on behalf of himself/herself, the Contractor, and any affiliate thereof, acknowledges and represents that, as defined and described in Section 287.133, Florida Statutes, persons or affiliates placed on the convicted vendor list-following a conviction for a public entity crime may not be awarded or perform the work under this Contract and that neither the undersigned, the Contractor, nor any affiliate thereof had been placed on the above- referenced convicted vendor list within thirty-six (36) months prior to the effective date of this Contract.

**T. Vendor Registration.** The DOE/DVR adopts the standards for vendor qualifications as those established by Florida Statutes, national certification boards and industries that are applicable. When a vendor is employed in an occupation for which national, state or industry standards have not been established, the DVR may adopt standards, as it deems appropriate, to ensure the provision of quality services to individuals with disabilities. An appeals process shall be developed to include the DVR as the final authority. (Adopted July 12, 2001.) The Contractor and any subcontractors shall comply with the DVR vendor registration standards applicable to the services for which it is contracting and shall maintain such-registration throughout the term of the contract.

**U. My Florida Market Place** All prospective vendors

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are required to register online with the My Florida marketplace (MFMP) E-procurement system in order to become certified with DVR. Vendor registration can be completed by visiting the MFMP website at <https://vendor.myfloridamarketpalce.com/>. For additional information or questions, the prospective vendor should contact the MFMP customer service help desk at 1-866-FLA-EPRO (1-866-352-3776) Registration must take place prior to completing the DVR Standard Vendor Application process.

**III. THE DOE/DVR Agrees**

**A. Contract Amount.**

1. To pay for contracted services in an amount not to exceed the Contract Amount as stated in the Contract, subject to the availability of funds. If the Legislature fails to make the necessary appropriation, the Department will determine if there are other unencumbered funds which are available and which can be lawfully expended to pay for the DOE/DVR's obligations hereunder. If the DOE/DVR determines that there are no such funds, the DOE/DVR shall promptly notify the Contractor. The giving of notice shall be deemed to have cancelled this Contract by mutual consent, with the date of notice being the date of cancellation.
2. The State of Florida's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature.
3. Contractor shall not be paid under this Contract for any services for which it is paid under any other contract or from any other source.
4. Except as may otherwise be expressly stated in this Contract, DOE/DVR shall not be obligated to pay any amount for expenses, services rendered, or goods provided prior to the effective date of this Contract or for which an invoice for payment has not been submitted consistent with III. B.

**B. Contract Payment.**

1. Pursuant to Section 215.422, Florida Statutes, and not later than twenty (20) days after the receipt of the invoice and receipt, inspection and approval of the services, to file with the State Comptroller the voucher authorizing payment of an invoice submitted to DOE/DVR. Submission is to be contingent upon inspection and approval of the goods or services, except that, in the case of a bona fide dispute, the voucher shall contain a statement of the dispute and authorize payment only in the amount not disputed. Such approval is for authorizing payments and does

not constitute a final approval of services purchased under this Contract. The date on which an invoice is deemed received is the date on which a properly completed invoice is first received at the place designated by DOE/DVR. A payment is deemed to be issued on the first working day that payment is available for delivery or mailing to the Contractor.

2. If a warrant in payment of an invoice is not issued within forty (40) days after the receipt of the invoice and receipt, inspection, and approval of the services, DOE/DVR shall pay to the Contractor, in addition to the amount of the invoice, interest at the relevant rate authorized under Section 215.422, Florida Statutes, or pay the separate interest penalty set by the Comptroller pursuant to s. 55.03 Florida Statutes in addition to the invoice amount. The Contractor should contact DOE's Fiscal section at 850-245-0402 or Purchasing Office at 850-245-9170. Invoices returned to Contractor due to preparation errors will result in a payment delay. Invoice payment requirements do not start until a properly completed invoice is provided to DOE/DVR.

**C. Comptroller's Hotline.** Vendors who may be experiencing problems in obtaining timely payment(s) from a state agency may contact the Vendor Ombudsman at 1-866-515-3962 or the State Comptroller's Hotline at 1-800-451-4327. This paragraph is being provided for notice purposes only.

**D. Website.** DOE/DVR's website is <http://www.rehabworks.org>. Documents on this website are updated to reflect the most recent version(s) available.

**IV. The Contractor and DOE/DVR Mutually Agree:**

**A. Cancellation**

1. **Cancellation at Will.** DOE/DVR with or without cause may cancel this Contract upon no less than thirty- (30) days notice.
2. **Cancellation Because of Lack of Funds.** In the event funds to meet DOE/DVR's obligations hereunder become unavailable, the DOE/DVR may, at its discretion, suspend or cancel the Contract upon no less than twenty-four (24) hours notice in writing to the Contractor. In the event the DOE/DVR chooses to exercise its cancellation option under this section, neither party hereto shall have any further rights or obligations hereunder. In the event the DOE/DVR suspends this Contract but does not reinstate it

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before the end of the Contract term; such suspension shall be considered an exercise of the DOE/DVR cancellation option.

3. Cancellation for Breach. The DOE/DVR may cancel this Contract for reasons of the Contractor's non-performance upon no less than thirty-(30) days notice in writing to the Contractor. If applicable, DOE/DVR may employ the default provisions in Chapter 60A1.006(3), Florida Administrative Code. Waiver of breach of any provisions of this Contract shall not be deemed a waiver of any modification of the term of this Contract. The provisions herein do not limit DOE/DVR's rights to remedies at law or in equity.

4. Failure to have performed any Contract obligation with DOE/DVR in a manner satisfactory to the DOE/DVR will be a sufficient cause for cancellation and termination of Contractor's status. To be terminated as a Contractor under this provision, the Contractor must 1) have previously failed to satisfactorily perform in a Contract with the DOE/DVR; 2) have been notified by DOE/DVR of unsatisfactory performance, and have failed to correct the unsatisfactory performance to the satisfaction of DOE/DVR; and 3) have had a contract terminated by DOE/DVR for cause.

5. Cancellation pursuant to Section II. C. 6. DOE/DVR may cancel for Contractor's refusal to allow access to public documents, etc. that are made or received in conjunction with the Contract that are subject to Chapter 119, Florida Statutes and not otherwise exempt from public inspection.

6. Cancellation for employment of unauthorized aliens. 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 Executive Order 11-116, the Contractor will 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.

**B. Re-negotiation or Modification.**

1. Modification of provisions of this Contract shall only be valid when they have been reduced to writing and duly signed by both parties. The Rate of Payment and the total dollar amount may be adjusted to reflect price level increases and changes in the Rate of Payment when these have been established through the appropriations process subsequently identified in DOE/DVR's budgets.

2. 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 DOE/DVR to be necessary because of the mandatory reserve. Such amendments may provide for adjustments in the deliverable products and services as may be necessary.

**C. Notice and Contact.** All notices to DOE/DVR and invoices for payment should be directed to the attention of the Contract Manager. All notices to Contractor and payments under this Contract shall be directed to Contractor's Contract Representative. In the event that a different Contract Manager or Contractor's Contract Representative is designated after execution of this Contract, notice of the name and address of the new Manager or Representative shall be sent in writing within thirty (30) days of such change. The Contractor shall keep DOE/DVR informed of its current telefax number at all times. Unless otherwise provided herein, any notice to be given hereunder shall be in writing and shall be sent by hand-delivery, overnight mail, by U.S. certified mail, postage prepaid, return receipt requested or by telefax. Any notice given by properly addressed and stamped U.S. certified mail, return receipt requested, shall be deemed to be given three (3) days following the date of mailing. Notice by overnight mail shall be deemed to be given one (1) day after such mailing. Notice by telefax shall be deemed to constitute notice by hand delivery.

**D. Remedies of the DOE/DVR Cumulative.** In addition to all remedies available to DOE/DVR hereunder, in the event Contractor breaches its obligations under this Contract, DOE/DVR shall be entitled to exercise any remedy available or provided under Florida law. All rights and remedies granted in this Contract to the DOE/DVR and available at law or equity shall be cumulative and not mutually exclusive.

**E. Non-waiver of Defaults.** Failure of DOE/DVR to

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declare any default immediately upon the occurrence thereof, or delay in taking any action in connection therewith, shall not waive such default. DOE/DVR shall have the right to declare any such default at any time and take such action as might be lawful or authorized hereunder, in law or in equity. No waiver of any term, provision, condition or covenant of this Contract by DOE/DVR shall be deemed to imply or constitute a further waiver by DOE/DVR of any other term, provision, condition or covenant of this Contract. No payment by DOE/DVR shall be deemed a waiver of any default hereunder.

**F. Captions; Governing Law.**

1. This Contract shall be governed by and construed in accordance with Florida law. Caption headings are inserted for convenience only and shall be ignored in interpreting the provisions of this Contract.
2. Venue for purposes of any action brought to enforce or construe the Contract shall lie in Leon County, Florida.

**G. Mutual Drafting and Negotiation.**

1. Both parties agree that, in the event of a dispute over this Contract, the provisions hereof shall be construed to give meaning to the intention of the parties.
2. The Contractor and DOE/DVR acknowledge that they have had their respective attorneys review and approve this Contract or that they have had the opportunity to do so.

**H. All Terms and Conditions Included.** This Contract and its attachments as referenced contain all the terms and conditions agreed upon by the parties. There are no provisions, terms, conditions, obligations other than those contained herein, and this Contract shall supersede all previous communications, representations, or Contracts, either verbal or written between the parties. If any terms or provisions of the Contract are found illegal or unenforceable, the remainder of the Contract shall remain in full force and effect and the terms of provisions shall be stricken.