

**FLORIDA DEPARTMENT OF EDUCATION
DIVISION OF VOCATIONAL REHABILITATION
THIRD PARTY COOPERATIVE AGREEMENT FOR
COMMUNITY BASED WORK EXPERIENCES**

This **Third Party Cooperative Agreement for Community Based Work Experiences** (*Agreement*) by and between the Florida Department of Education, Division of Vocational Rehabilitation (*DOE/DVR*) located at 2002-A Old St. Augustine Road, Tallahassee, Florida and the Sarasota County School District (*SCHOOL DISTRICT*) located at 1960 Landings Boulevard, Sarasota, Florida 34231-3331, hereby known as the *Parties*.

WHEREAS THE *DOE/DVR* is charged with the provision of services that enable eligible persons with disabilities to prepare for, obtain, maintain, or regain employment.

WHEREAS THE *DOE/DVR* would like to expand transition services with Non-paid and Paid Community Based Work Experiences (*CBWE*) to Vocational Rehabilitation (VR) eligible high school students with an Individual Plan for Employment (*IPE*) that has been coordinated with the *Participant's* Transition Individual Educational Plan (*IEP*), through *Match Agreements* with County *SCHOOL DISTRICTS*. For the purposes of this *Agreement*, high school students that are not or have not been determined VR eligible with an *IPE* will be referred to as *Students*; and, students upon being determined as VR eligible with an *IPE* that has been coordinated with the *Participant's* Transition *IEP* will be referred to as *Participants*.

WHEREAS *CBWE* is considered a career exploration activity with *Participants* involving high school work opportunities with businesses in integrated community settings that will help them prepare for post high school employment.

NOW THEREFORE, it is agreed between the *Parties* that:

- a. **The Effective date** of this *Agreement* shall be on July 1, 2007, or on the date upon which it is signed by both the *DOE/DVR* and the *SCHOOL DISTRICT*, whichever is later.
- b. **The Expiration date of the *Agreement*** shall be on June 30, 2010, unless cancelled earlier in accordance with its terms and conditions.
- c. Subject to the limitations set forth in Sections 287.057(14), and 287.058(1)(f), Florida Statutes, this *Agreement* is renewable at the option of the *DOE/DVR*. The *DOE/DVR* shall provide advance written notice of at least sixty (60) days of its decision to exercise its option.
- d. **Representatives** shall be designated by both parties to this *Agreement* as identified below, for notices, coordination, communication, and management of this *Agreement*. In the event that a different *Representative* is designated after the execution of this *Agreement*, notice of the name and address of the new *Representative* shall be sent in writing within thirty (30) days of such change.

1. **DOE/DVR:** Pamela Lightbourne, Senior Management Analyst;
2002-A Old St. Augustine Road; Tallahassee, Florida 32301;
(850)245-3275 Phone, (850)245-3362 Fax;
Pamela.Lightbourne@vr.fldoe.org. Email.

2. **SCHOOL DISTRICT:**
Kathy Devlin
1960 Landings Boulevard
941-927-9000/941-927-4014
Kathy_Devlin@srqit.sarasota.k12.fl.us

f. The following Attachments are hereby incorporated by reference and made part hereof, as follows:

1. Attachment A: **DOE/DVR** Referral/Application for Vocational Rehabilitation Services form
2. Attachment B: Community Based Work Experience (**CBWE**) Rating Form
3. Attachment C: Standard Terms and Conditions
4. Attachment D: **CBWE** Monthly Progress Report
5. Attachment E: Invoice
6. Attachment F: **DOE/DVR** Source of Funding Certification and Invoice Itemization form

g. The detailed description of the **SCHOOL DISTRICT'S** performance duties and related provisions for this **Agreement** entered into pursuant to the Code of Federal Regulations, Section 361.28 are as follows:

I. SCOPE OF SERVICES AND PROJECT OUTCOME

A. Scope: The purpose of this **Agreement** is to provide an innovative approach to creating and/or expanding **CBWE** and career exploration activities by sharing the cost with the **SCHOOL DISTRICT** for up to five (5) Full-Time-Equivalent (FTE) **SCHOOL DISTRICT** Employment Specialist positions that will provide employment services to **Participants** needing assistance developing appropriate work skills, attitudes, behaviors, and work tolerance to plan for and achieve successful post high school employment. This **Agreement** allows the **DOE/DVR** to supplement services provided to **Participants** by the **SCHOOL DISTRICT**. **DOE/DVR** funding support shall not be used by the **SCHOOL DISTRICT** to supplant the current level of services provided to the **Participants**.

B. Project Outcome: At least six (6) **Participants** will be placed in a Paid or Non-Paid **CBWE** each school year, as outlined in the **Participant's IPE**, per employment specialist.

II. PERFORMANCE AND DUTIES

A. The **SCHOOL DISTRICT** agrees to:

1. Designate a *Representative* to act for the *SCHOOL DISTRICT* in all matters pertaining to this *Agreement*.
2. Submit the name, social security number and/or employee identification number used for payroll purposes, salary, and job start date of each Employment Specialist hired by the *School District* to provide services under this *Agreement* in writing to the *DOE/DVR Representative* before requesting payment for salaries and benefits.
3. Educate and provide all students with a disability an opportunity to apply for VR services who meet the following criteria:
 - a. Have a need for work experience documented in their *Transition IEP*.
 - b. Are enrolled in a public secondary education program and with satisfactory academic and attendance requirements.
 - c. Are ages 16 or older.
4. Assist students and the parent(s)/guardian of minors with completing a **Referral/Application for VR Services (Attachment A)**.
5. Along with the completed **Referral/Application for VR Services**, provide the *DOE/DVR* assigned *VR Local Field Office* with a signed student release of information form (i.e., Mutual Consent to Exchange Information form) and student's background records including:
 - a. Medical and/or psychological reports and assessments documenting the student's disability(s);
 - b. Copy of current *Transition IEP*;
 - c. Disciplinary/behavioral reports (if applicable);
 - d. Results of interest inventories or other career assessments (if applicable); and/or
 - e. School transcript/grade reports showing high school courses taken and student achievement to date.
6. Ensure that each *Participant* is VR eligible with an *IPE* that has been coordinated with the *Participant's Transition IEP*, before providing services or requesting reimbursement from *DOE/DVR*.
7. Each Employment Specialist shall furnish employment services to *Participants*. **Employment services include community based work experience development, placement, and job retention support.**
 - a. *Community Based Work Experience development and placement* services are the use of assessment information about the *Participant* seeking a work experience to target the types of work experiences available from potential employers in the local labor market. These services should be provided and reported monthly.
 - 1) Contacting employers and building networks to develop and/or identify work experience opportunities consistent with the expectations outlined in the *Participant's IPE*.
 - 2) When appropriate, providing worksite consultation to identify barriers to employment.
 - 3) Negotiating *CBWE* worksite accommodations.
 - 4) Assisting the *Participant* with identifying worksites.

Ensure that the *Participant* has transportation to worksite. If the *Participant* needs transportation the school will arrange this service.

- 5) Referring *Participants* to worksites for potential placement.
- 6) Place at least six (6) *Participants* during the school year in a *CBWE*.

Ensure that the work site is an individual placement and shall not be part of an enclave or mobile work crew based upon the U.S. Department of Labor definitions as follows:

- i. Enclave is a small group of people with disabilities (generally 5-8) trained and supervised among employees who are not disabled at the host company's work site.
- ii. Mobile Work Crew is a small crew of persons with disabilities (up to 6) working as a distinct unit and operates as a self-contained business that generates employment for their crew members by selling a service. The crew works at several locations within the community.

b. *Job Retention Support* includes ongoing job support services that are employment-related, needed to promote retention on the worksite. Services provided must be reported monthly. These services are based on the individual needs of the *Participant* and may consist of:

- 1) Routine follow-up with the employer and the *Participant* to promote *CBWE* success.
 - 2) Support services to address issues such as a decrease in productivity of the *Participant* receiving services.
 - 3) Complete a (*CBWE*) Rating form (*Attachment B*) at least once per month for each *Participant* on a *CBWE*.
8. Submit a completed *Monthly Progress Report (Attachment D)* to the *DOE/DVR* Counselor on a monthly basis.
 9. Submit a completed *CBWE Rating Form* to the *DOE/DVR* Counselor, with the *Monthly Progress Report*, if the *Participant* has been placed on a *CBWE*.
 10. Submit Deliverables and Invoices as described in Sections III and IV, of this *Agreement* to the *DOE/DVR Representative*.
 11. Make all requests for technical assistance in writing to the *DOE/DVR Representative*.
 12. Maintain *Participant* files and documents to support deliverables in a safe and secure location to provide the integrity of the records and the *Participant's* safety and confidentiality. These records and their location shall be subject to inspection and made available for review upon request.

B. The *DOE/DVR* agrees to:

1. Provide the *SCHOOL DISTRICT* with a copy of each *Participant's IPE* that has been coordinated with the *Participant's Transition IEP*.
2. Research and respond to all *SCHOOL DISTRICT* requests for technical assistance in writing.

3. Cooperate on all matters requiring concurrence or approval so that the **SCHOOL DISTRICT** will not be delayed in performance of all terms and conditions of this **Agreement**.
4. Designate a **Representative** to act for the **DOE/DVR** in all matters pertaining to this **Agreement**, to accept and approve deliverables, invoices, and authorizations for services where appropriate.
5. Reimburse the **SCHOOL DISTRICT** according to Sections II, III and IV of this **Agreement**.

III. DELIVERABLES AND CRITERIA FOR THE FINAL COMPLETION OF THE AGREEMENT

A. Deliverables: The **SCHOOL DISTRICT** agrees to submit to the **DOE/DVR Representative** the following information, along with a properly completed Invoice (**Attachment E**), no later than thirty (30) days following the end of the month for which deliverables and services were provided:

1. **Attachment F, Source of Funding Certification** form, certifying funds used as **Match** for the Employment Specialist(s) are non-federal and have not been used for **Match** in any other federally or state assisted project or program.
2. Submit supporting documentation for each amount for which reimbursement is being claimed. Types of required documentation for services provided include:
 - a. Payroll register showing the gross salary charges, fringe benefits, other deductions and net pay; or
 - b. If an individual for whom charges are being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.
 - c. Attachment F, **DOE/DVR Source of Funding Certification & Invoice Itemization** must include Employment Specialist name(s) and their Social Security number(s) and/or employee identification number used for payroll purposes.
 - d. Other documentation that may be requested.
3. Completed **CBWE Rating Forms (Attachment B)** if the **Participant** has been placed on a **CBWE**; and
4. Completed **Monthly Progress Report** listing all services provided to the **Participant** signed by the **DOE/DVR Counselor (Attachment D)** for the period the **SCHOOL DISTRICT** provided services and is requesting payment.

B. Criteria for the Final Completion of the **Agreement**

The criteria for final completion of the **Agreement** are the delivery to, and approval by, the **DOE/DVR** of all Deliverables required by the **Agreement**.

IV. PAYMENT TERMS AND CONDITIONS

A. Payment Method

Cost reimbursement for funds matched as specified in Section IV.B and C. of this *Agreement*.

B. Amount of Agreement

The total amount of this *Agreement* shall not exceed four hundred sixty eight thousand dollars (\$468,000), and shall not exceed \$156,000 per school year as follows:

- School Year One (July 2007 – June 2008) shall not exceed:
one hundred fifty six thousand dollars (\$156,000)
- School Year Two (July 2008 – June 2009) shall not exceed:
one hundred fifty six thousand dollars (\$156,000)
- School Year Three (July 2009 – June 2010) shall not exceed:
one hundred fifty six thousand dollars (\$156,000)

C. Terms for Payment

1. The *DOE/DVR* agrees to reimburse the *SCHOOL DISTRICT* monthly up to ninety percent (90%) of the salary and benefits of the first FTE Employment Specialist position under the terms and conditions of this Agreement, not to exceed three thousand six hundred dollars (\$3,600) per month, and not to exceed the cumulative total amount of thirty six thousand dollars (\$36,000) per school year, if
 - a. The *SCHOOL DISTRICT* provided a ten percent (10%) *Match*, of salary and benefits for the first FTE Employment Specialist, and
 - b. The *SCHOOL DISTRICT* certifies the funds used for *Match* are not federal funds and have not been used as *Match* in any other federally or state assisted project or program.
2. The *DOE/DVR* agrees to reimburse the *SCHOOL DISTRICT* monthly up to seventy five percent (75%) of the salary and benefits of the second, third, fourth, and fifth FTE Employment Specialist position under the terms and conditions of this Agreement, not to exceed three thousand dollars (\$3,000) per position, per month, and not to exceed \$30,000 per school year. The cumulative total amount per school year for the second, third, fourth and fifth position may not exceed \$120,000, if
 - a. The *SCHOOL DISTRICT* provided a twenty five percent (25%) *Match*, for the *DOE/DVR* reimbursable amount described in C.2. of this section; and
 - b. The *SCHOOL DISTRICT* certifies the funds used for *Match* are not federal funds and have not been used as *Match* in any other federally or state assisted project or program.

3. Sanction

During years two and three of this *Agreement*, the Final Invoice will be reduced by one-sixth (1/6) of the *DOE/DVR Match* for each *Participant* that has not engaged in a paid or non-paid *CBWE* per Employment Specialist.

If the sanction exceeds the amount of the final invoice, the *SCHOOL DISTRICT* will be responsible for repayment to the *DOE/DVR*.

4. Outcome Payment

If the Employment Specialist(s) exceeds their performance goal, during the school year (Project Outcome), by providing a *CBWE* to ten (10) or more *Participants*, the *SCHOOL DISTRICT* will be eligible to receive a one thousand dollar (\$1,000) Outcome Payment. The *SCHOOL DISTRICT* may request Outcome Payment(s) in the Final Invoice for the *Agreement* Year.

D. Invoice and Supporting Documentation Requirements

1. The *SCHOOL DISTRICT* agrees to:

- a. Submit an invoice for payment on a monthly basis through the submission of *Attachment D, Invoice*, properly completed, to the *DOE/DVR Representative* within thirty (30) days following the end of the month for which services were rendered.
- b. Submit Deliverables as described in Section III of this *Agreement*
- c. Reference this *Agreement* Number.
- d. Retain documentation in an auditable format sufficient for proper pre and post audit requirements and at one location as they relate to each invoice submitted to the *DOE/DVR* for payment, and provide to the *DOE/DVR* upon request.

2. Payment to the *SCHOOL DISTRICT*:

- a. **Monthly Invoices.** The *DOE/DVR* shall have ten (10) working days to inspect and approve documentation to approve deliverables and the invoice. Invoices returned to the *SCHOOL DISTRICT* due to preparation error may result in a payment delay.
- b. **Final Invoice** (withholding payment). The *SCHOOL DISTRICT* must submit the final invoice for reimbursement no more than sixty (60) days after the *Agreement* ends or is terminated. If the *SCHOOL DISTRICT* 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 and approved by the *DOE/DVR*.

- 1) If the final invoice cannot be submitted within the required sixty (60) day period, the *SCHOOL DISTRICT* must submit a written request for extension to the *DOE/DVR Representative*. The request must include a description of the circumstances beyond the *SCHOOL DISTRICT'S* control that resulted in a need for additional time for the submission of the

invoice. The **DOE/DVR Representative** shall respond to the request within ten (10) working days after receipt of the request.

2) Payments due under the terms of this **Agreement** may be withheld pending the receipt and approval by **DOE/DVR** of all financial and programmatic reports requested from the **SCHOOL DISTRICT**.

c. Invoice payment requirements do not start until the **DOE/DVR** receives a properly completed invoice and approves deliverables.

V. GOVERNING STATUTES

Federal and State: The Rehabilitation Act of 1973 as amended, Florida Statutes, Chapter 413 (Part II), Public Law 93-112 as amended by Public Laws 93-516, 98-221, 99-506, 100-630, 102-569, 103-073, and 105-220. Other applicable regulations include OMB Circulars A-87, the Education Department of General Administrative Regulations (EDGAR), the **DOE/DVR** State Plan and the State Program Regulations in 34 Code of Federal Regulations, Part 361.

VI. SPECIAL TERMS AND CONDITIONS

In the event of conflict concerning the terms of this **Agreement**, the provision of services of any other matter related to, or arising out of this **Agreement**, the parties agree to attempt in good faith to resolve the disagreement. The **SCHOOL DISTRICT's** complaint shall be filed with the **DOE/DVR** in writing. The **SCHOOL DISTRICT** should include the following information in the letter of the complaint: name and address of the person **DOE/DVR** should contact regarding the complaint and identification of the specific provision of the **Agreement** or its attachment in dispute. The following process shall be used for resolution:

A. Step One, Informal

The **DOE/DVR** and the **SCHOOL DISTRICT's** staff will meet to discuss the nature of the dispute and to discuss appropriate positive solutions to the **agreement**. This must occur within fifteen (15) business days, from the date of receipt of the complaint.

B. Step Two, Formal

In the event of the informal dispute resolution does not bring solution to the conflict, the **DOE/DVR** Area Director, Contract Officer and the administrative head of the **SCHOOL DISTRICT's** organization shall meet within fifteen (15) business days of the first meeting to review the efforts at resolution and to work at resolving the conflict.

C. Step Three, Formal

In the event that staff cannot resolve the conflict at Step Two above, they shall meet with the **DOE/DVR** Director or his or her designee to discuss the complaint. The **DOE/DVR** Director will submit the final resolution within thirty (30) days of receiving the dispute.

The action of the **DOE/DVR** Director is final and binding unless one party wishes to seek remedy through the Administrative hearing process.

VII. Approval and Execution

The **DOE/DVR** and the **SCHOOL DISTRICT** have caused this **Agreement** to be executed by their undersigned official duly authorized:

**Department of Education
Division of Vocational Rehabilitation**

By
Frank Kovack

Name
Chair, The School Board of Sarasota
County, Florida

Title

Date

By
Bill Palmer

Name
Director

Title

Date

By
Jeanine Blomberg

Name
Commissioner

Title

Date

Approval of Department's Office of
General Counsel as to form and legality:

By
Charles J. Pellegrini

Name
Assistant General Counsel

Title

Date

DOCUMENT APPROVED FOR LEGAL CONTENT
6/7 2007 ,BY
A. LAMAR MATTHEWS, JR
MATTHEWS, EASTMOORE, HARDY, CRAUWELS & GARCIA
ATTORNEYS FOR
THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA
SIGN: ASR



**ATTACHMENT A
FLORIDA DEPARTMENT OF EDUCATION
DIVISION OF VOCATIONAL REHABILITATION
REFERRAL/APPLICATION FOR VOCATIONAL REHABILITATION SERVICES**

I am a person with a mental or physical impairment that interferes with my ability to work. I want to learn more about the rehabilitation services available through the Division of Vocational Rehabilitation and how they can assist in securing or retaining employment.

Name:

Social Security Number:

Date of Request:

current date

Address

City, State Zip:

Date of Birth:

Sex:

Telephone number where you can be reached:

Or email address (if preferred):

Name of a contact person:

Telephone number of the contact person:

What is the best method to contact you?

What prevents you from working:

Do you require American Sign Language interpreter? Yes

Do you require assistive listening device? Yes

Do you require any accommodation for your impairment? Yes

If yes, please explain:

If referral is by an agency or other person:

Name:

Address of Agency or Person

City, State, Zip-Code:

Telephone Number:

(Complete the above information and send the entire form to the nearest Division of Vocational Rehabilitation office)

(Your signature, or that of your parent or guardian, completes the application process
for Vocational Rehabilitation. You may request additional information
or speak with a counselor to get information prior to application.)

I understand that the purpose of receiving vocational rehabilitation services is to enable me to retain or secure employment. I understand that I must be found eligible for the services that I require. I am applying for vocational rehabilitation services and wish to undergo an assessment of my eligibility.

Signature of Applicant

current date
Date of Application

Signature of Parent or Guardian

Applicants for vocational rehabilitation have the right to be interviewed and provided an explanation in the event the application is denied or is not acted upon with reasonable promptness. Services, financial aid and other benefits under the VR program are provided on a non-discriminatory basis as required by Title VI of the Civil Rights Act of 1964. Individuals have the right to file a complaint with the Florida Department of Education, Division of Vocational Rehabilitation or the Rehabilitation Service Administration of the U.S. Department of Education if they believe that the discrimination is being practiced in the program on the basis of sex, race, color, religion, national origin, age, marital status, political affiliation, disability, or veteran status

**DEFINITIONS OF
CBWE RATING FORM ASSESSMENT AREAS**

WORK-RELATED BEHAVIORS are the attitudinal, problem-solving and interpersonal behaviors which are thought to be critical for **Participant** success both in classroom settings and on the job in community settings.

GENERALIZED SKILL OUTCOMES are the prerequisite concepts and knowledge necessary for **Participants** to successfully perform skills which are specific to a number of occupational areas. Such skills might include:

- a. Written and oral communication
- b. Math and computation
- c. Interpersonal and problem-solving skills

For example:

- a. Understands/follows oral directions
- b. Understands/follows written directions
- c. Shows interest in occupational area
- d. Demonstrates safety precautions
- e. Applies related math computation

SPECIFIC SKILL OUTCOMES are the set of skills relevant to a particular trade area or class. Specific skill outcomes can be observed as participants perform tasks in a classroom or work setting.

For example:

- a. Uses hand tools
- b. Performs assembly operations
- c. Applies finishes

CBWE WORK-RELATED BEHAVIORS

1. Complies with attendance	Maintains attendance record that is acceptable, based on district guidelines, and provides acceptable rationale for absence or release time
2. Practices punctuality	Arrives on time for class and/or work and from breaks; is on time for appointments
3. Interacts with teachers/supervisors	Converses and interacts with teachers or supervisors in a respectful manner
4. Cooperates as a team member	Performs as a member of a team; works smoothly with others; cooperates with others
5. Seeks assistance appropriately	Seeks help, when needed, in a no disruptive, patient, and cooperative manner
6. Works unsupervised	Follows directions; consistently remains on task without supervision
7. Completes tasks accurately and in a timely manner	Works at a pace and speed required to correctly complete the assigned work
8. Uses good judgment	Makes decisions that are logical, correct, and mature for a given situation in a work setting; shows evidence of the use of common sense
9. Accepts changes	Adapts readily to changes in situations without becoming upset, showing emotional outbursts, or decreasing work production
10. Accepts constructive criticism	Accepts criticism that identifies behaviors or manners of task performance which should be changed to enhance success; attempts and desires to improve on required task
11. Displays initiative	Is ready to work and begins work tasks promptly, without being told
12. Displays integrity	Demonstrates fair and honest behavior
13. Displays frustration tolerance	Maintains emotional stability and work pace when faced with challenging, difficult, or pressured situations
14. Displays good personal habits & manners	Avoids interrupting or disrupting others; does not use profane language
15. Displays personal appearance required by situation	Practices good hygiene and wears appropriate clothing
16. Displays safe use and proper care of materials and equipment	Demonstrates ability to safely use, maintain, and care for work station, tools, and materials

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ATTACHMENT C – STANDARD TERMS AND CONDITIONS

I. Composition of Agreement; Entire Agreement; No Modifications Except in Writing

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

II. The School District/Recipient Agrees:

- A. To provide all the services it is obligated to provide as specified in the Agreement.

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 Agreement, books, records and all other documents relating to this Agreement, in accordance with its records retention schedule pursuant to Section 257.36, Florida Statutes, and Rules 1B-24.001 – and 24.013 FAC. Such will sufficiently and properly reflect all expenditures of funds provided by DOE/DVR under this Agreement (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, School District/Recipient 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 School District/Recipient 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 Agreement. This includes access to financial reports, personnel and personnel work records. Any written comments from DOE/DVR to the School District/Recipient regarding deficiencies in Contractor's/Recipient's performance must be responded to by the School District/Recipient within the time specified in such comments or within thirty (30) days if not specified. The School District/Recipient shall either rectify such deficiencies or supply a reasonable written justification for

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ATTACHMENT C – STANDARD TERMS AND CONDITIONS**

not correcting such deficiencies.

4. The School District/Recipient 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 School District/Recipient. 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/Recipient's equipment or premises; access to work areas; and access to interactively monitor and log traffic on the Contractor's/Recipient'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 Agreement.
6. To allow public access with prior notification to the DOE/DVR to all documents, papers, letters, or other materials made or received by School District/Recipient's in conjunction with this Agreement, subject to the provisions of Section IV. A.5. and other applicable laws. DOE/DVR may unilaterally cancel this Agreement if the School District/Recipient refuses to allow access by members of the public to all documents, papers, letters and materials made or received in conjunction with the Agreement that are subject to Chapter 119, Florida Statutes, and are not exempt from public inspection by Section 119.071 Florida Statutes and other provisions of general or special law.

C. Monitoring by DOE/DVR

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 Agreement, 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 School District/Recipient relevant to this Agreement and may interview Contractors/Recipients of services and employees of the School District/Recipient to be assured of satisfactory performance of the terms and conditions of the Agreement. Following such inspection DOE/DVR shall deliver to the School District/Recipient a written report of the findings, including specifically any noted deficiencies concerning the manner in which services are being provided. The School District/Recipient will correct all noted deficiencies identified by the DOE/DVR within the specified period set forth in the recommendations.

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/Recipient's performance or failure to perform under this Agreement, the negligent acts, negligent omissions

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ATTACHMENT C – STANDARD TERMS AND CONDITIONS

or willful conduct of the School District/Recipient relating to this Agreement. 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 Agreement is intended to serve as a waiver of sovereign immunity.

E. Insurance

To provide adequate liability insurance coverage pursuant to law on a comprehensive basis which coverage shall be in force at all times during the term of this *Agreement*.

F. Safeguarding Information

1. Not to use or disclose any information concerning applicants or recipients of services under or incident to this Agreement 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 School District/Recipient is subject to all provisions of confidentiality of client records as set forth in section 413.341, Florida Statutes.

G. Unusual Incident Reporting

If services to customers will be provided under this Agreement, 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 School District/Recipient and its employees.

H. Transportation Disadvantaged

To subcontract/subgrant with the designated Community Coordinated Transportation Contractor, or otherwise comply with the provisions of Chapter 427, Florida Statutes if customers, who are eligible and accepted DOE/DVR clients will be transported under this Agreement.

I. 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.
 - 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.

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- 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.

J. Independent Capacity of the School District/Recipient

- 1. To be solely liable for the performance of all tasks contemplated by this Agreement 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 School District/Recipient 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 School District/Recipient, this is also applicable to its officers, agents, employees, subcontractors, or assignees in performance of this Agreement.
- 3. Neither the School District/Recipient, its officers, agents, employees, subcontractors/subrecipients, 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 Agreement.
- 4. Unless the Agreement specifically allows, the DOE/DVR will not furnish services or support (e. g., office space, office supplies, telephone service, secretarial or clerical support) to School District/Recipient or its subcontractor/subrecipient.
- 5. All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds and all necessary insurance for the School District/Recipient, the Contractor's/Recipient's officers, employees, agents, shall be the responsibility of the School District/Recipient.

K. Travel Reimbursement

Travel expenses will be reimbursed only as expressly authorized by the terms of the Agreement. Travel reimbursed under this Agreement will be pursuant to Section 112.061, Florida Statutes and will be a direct reimbursement to the School District/Recipient from the State of Florida by properly completing and submitting an Authorization to Incur Travel form C676c and a Reimbursement

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for Travel form C676. The School District/Recipient will submit bills for any travel expenses in accordance with and subject to the reimbursement rate limitations of Florida law and DOE/DVR policy.

L. Assurance Requirements

The Cooperative Agency agrees to abide by all applicable provisions of the following assurances: Lobbying Activity, Debarment and Suspension, Drug-Free Workplace, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, Age Discrimination Act of 1975, Americans with Disabilities Act of 1990, Health Insurance Portability Accountability Act (HIPAA) of 1996.

M. Staff, Facilities and Equipment

To maintain sufficient staff, facilities and equipment to deliver the goods and services described in this Agreement, and to immediately notify the DOE/DVR whenever School District/Recipient 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.

N. Authority of Person Executing Agreement

School District/Recipient represents that the person executing this Agreement (and any portion thereof) has the actual authority to so execute on behalf of School District/Recipient and that all actions, corporate or otherwise, necessary to such authority have occurred.

O. Time of the Essence Regarding Obligations of Contractor

Time is of the essence with regard to each and every obligation of School District/Recipient contained in this Agreement. 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 of this Agreement.

P. My Florida MarketPlace

All prospective vendors are required to register online with the My Florida Market Place (MFMP) E-procurement system in order to become certified with DVR. Vendor Registration can be completed by visiting the MFMP website at <https://vendor.myfloridamarketplace.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. Agreement 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 goods or 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

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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 Agreement. 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 School District/Recipient.

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 goods and services, DOE/DVR shall pay to the School District/Recipient, 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 School District/Recipient should contact DOE's Fiscal section at 850-245-9355 or Purchasing Office at 850-245-9170. Invoices returned to School District/Recipient 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.

B. Agreement Amount

1. To pay for contracted services in an amount not to exceed the Agreement Amount as stated in the Agreement, 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 School District/Recipient in writing. The giving of notice shall be deemed to have cancelled this Agreement 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 Agreement is contingent upon an annual appropriation by the Legislature.
3. School District/Recipient shall not be paid under this Agreement for any goods or services for which it is paid under any other Agreement 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.

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 850-488-2924 or the State Comptroller's Hotline at 1-800-848-3792. This paragraph is being provided for notice purposes only.

D. Website

DOE/DVR's website is <http://rehabworks.org>. Documents on this website are

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updated to reflect the most recent version(s) available. Contractors/Recipients are encouraged to refer to the documents attached to their contract/agreement.

IV. **The School District/Recipient and DOE/DVR Mutually Agree**

A. Cancellation

1. **Cancellation at Will.** DOE/DVR or the School District, with or without cause, may cancel this Agreement upon no less than thirty- (30) day's 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 Agreement upon no less than twenty-four (24) hours' notice in writing to the School District/Recipient. 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 Agreement but does not reinstate it before the end of the Agreement term; such suspension shall be considered an exercise of the DOE/DVR cancellation option.
3. **Cancellation for Breach.** The DOE/DVR may cancel this Agreement for reasons of the Contractor's/Recipient's non-performance upon no less than thirty-(30) days notice in writing to the School District/Recipient. 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 Agreement shall not be deemed a waiver of any modification of the term of this Agreement. The provisions herein do not limit DOE/DVR's rights to remedies at law or in equity.
4. **Cancellation Due to Failure to Perform.** Failure to perform any Agreement obligation with DOE/DVR in a manner satisfactory to the DOE/DVR will be a sufficient cause for cancellation and termination of Contractor's/Recipient's status. To be terminated as a School District/Recipient under this provision, the School District/Recipient must 1) have previously failed to satisfactorily perform in a Agreement with the DOE/DVR; 2) been notified in writing by DOE/DVR of unsatisfactory performance, and have failed to correct the unsatisfactory performance to the satisfaction of DOE/DVR within said time (which shall be not less than ten (10) days following receipt of such notice) unless other requirements specified; and 3) had a Agreement terminated by DOE/DVR for cause. Such failure to perform shall otherwise be dealt in accordance with Rule 60A-1.006, Florida Administrative Code.
5. **Cancellation pursuant to Section II. C. 6.** DOE/DVR may cancel for Contractor's/Recipient's refusal to allow access to public documents, etc. that are made or received in conjunction with the Agreement that are subject to Chapter 119 and Section 287.058(1) (c) , Florida Statutes and not otherwise exempt from public inspection.
6. **Cancellation for employment of unauthorized aliens.** The employment of unauthorized aliens by any School District/Recipient is considered a violation of Section 274 (e) of the Immigration and Nationality Act. If the School District/Recipient knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the Agreement.

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B. Re-negotiation or Modification

1. Modification of provisions of this Agreement 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 Agreement 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 School District/Recipient and payments under this Agreement shall be directed to Contractor's/Recipient's Agreement Representative. In the event that a different Contract Manager or Contractor's/Recipient's Agreement Representative is designated after execution of this Agreement, 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 School District/Recipient 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. Agreement Renewals

This Agreement may be renewed on a yearly basis for up to a period of three (3) years after the original Agreement or for a period not to exceed the term of the original Agreement, whichever is longer. If the Agreement is awarded pursuant to a bid, proposal or reply, the renewal price for each renewal year shall be stated. A renewal Agreement may not include any compensation for costs associated with the renewal. Renewals shall be contingent on satisfactory performance as determined by the DOE/DVR and subject to the availability of funds.

E. Property

Notwithstanding any other section of this Agreement, all right, title and interest in and to property purchased, produced or developed, in whole or in part, with federal/state pass-thru funds provided under this Agreement shall vest in State of Florida, except that to the extent required by applicable law, the right, title and interest in and to intellectual property shall vest in the State of Florida,

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Department of State.

F. Remedies of the DOE/DVR Cumulative

In addition to all remedies available to DOE/DVR hereunder, in the event School District/Recipient breaches its obligations under this Agreement, DOE/DVR shall be entitled to exercise any remedy available or provided under Florida law. All rights and remedies granted in this Agreement to the DOE/DVR and available at law or equity shall be cumulative and not mutually exclusive.

G. Non-waiver of Defaults

Failure of DOE/DVR to 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 Agreement 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 Agreement. No payment by DOE/DVR shall be deemed a waiver of any default hereunder.

H. Captions; Governing Law

1. This Agreement 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 Agreement.
2. Venue for purposes of any action brought to enforce or construe the Agreement shall lie in Leon County, Florida.

I. Mutual Drafting and Negotiation

1. Both parties contributed equally to the drafting and negotiation of this Agreement. As such, both parties agree that, in the event of a dispute over this Agreement, the provisions hereof shall not be more strictly construed against any party.
2. The School District/Recipient and DOE/DVR acknowledge that they have had their respective attorneys review and approve this Agreement or that they have had the opportunity to do so.

J. All Terms and Conditions Included

This Agreement 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 Agreement shall supersede all previous communications, representations, or Contracts, either verbal or written between the parties. If any terms or provisions of the Agreement are found illegal or unenforceable, the remainder of the Agreement shall remain in full force and effect and the terms of provisions shall be stricken.

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 CBWE MONTHLY PROGRESS REPORT – ATTACHMENT D (Page 1 of 3)
 E-FORMS AVAILABLE

Part 1 – Student/Participant Tracking List
 Period services were provided: From _____ to _____

Instructions: Provide the information requested below for each *Participant* served by the Employment Specialist listed on this report.

Employment Specialist Assigned: _____

Participant Name	RIMS ID Number (This number can be found on the Participant IPE)	Date IPE was signed	CBWE Placement Date	Number of CBWE Hours Completed to date

A copy of each Participant's IPE, Transition IEP, and any amendments must be submitted to the DOE/DVR Representative.

Place an asterisk (*) next to the Participant's Name if the IPE and Transition IEP have been forwarded to the DOE/DVR Representative.

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 CBWE MONTHLY PROGRESS REPORT – ATTACHMENT D (Page 2 of 3)
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PART 2 - PARTICIPANT PROGRESS

Period services were provided: From ____ - ____ - ____ to ____ - ____ - ____

SCHOOL DISTRICT/ Agreement #: _____ SCHOOL DISTRICT Representative: _____ E-mail: _____	Address: _____ Telephone : _____
--	---

Participant Name & RIMS ID Number _____
DVR Counselor Name: _____
Employment Specialist Name: _____

INSTRUCTIONS: At a minimum, explain and provide details on services or assistance provided to the **Participant** by the **Employment Specialist**. Other documents or forms used containing the requested information may be submitted, along with this document, as an attachment. Each document or form attached must contain the signature of the employment specialist certifying services were provided. THIS REPORT MUST BE SIGNED AND DATED BY THE DOE/DVR COUNSELOR and the EMPLOYMENT SPECIALIST prior to submittal to the **DOE/DVR Representative**.

JOB DEVELOPMENT AND PLACEMENT
1. CONTACTED EMPLOYERS AND BUILT NETWORKS TO DEVELOP AND/OR IDENTIFY CBWE OPPORTUNITIES (LIST EACH EMPLOYER, CONTACT NAME, DATE, OUTCOME OF THE VISIT)
2. PROVIDED WORKSITE CONSULTATION TO IDENTIFY OR MODIFY BARRIERS TO EMPLOYMENT (EXPLAIN)
3. NEGOTIATED CBWE WORKSITE ACCOMMODATIONS (EXPLAIN)
4. ASSISTED PARTICIPANT IN IDENTIFYING WORKSITES (LIST POTENTIAL WORKSITES)
5. REFERRED PARTICIPANT TO WORKSITES. (LIST WORKSITES AND REFERRAL DATES)
6. PLACED PARTICIPANT ON WORKSITE. (LIST WORKSITE AND PLACEMENT DATE)

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JOB RETENTION SUPPORT

1. FOLLOW-UP WITH THE EMPLOYER AND THE **PARTICIPANT** TO PROMOTE CONTINUED CBWE SUCCESS.
(ATTACH AT LEAST ONE COMPLETED CBWE RATING FORM, AS A RESULT OF FOLLOWUP WITH THE
PARTICIPANT, TO THIS REPORT.)

2. SUPPORT SERVICES TO ADDRESS ISSUES SUCH AS A DECREASE IN PRODUCTIVITY OF THE
PARTICIPANT RECEIVING SERVICES.

I CERTIFY THAT THE INFORMATION REPORTED ON THIS FORM AND THE ATTACHMENTS LISTED ARE TRUE AND
ACCURATE.

Employment Specialist Signature/Date: _____

DOE/DVR Counselor Signature/Date: _____

(SCHOOL DISTRICT'S Letterhead)

**ATTACHMENT E
Invoice**

NUMBER:

DATE:

ATT: Pamela Lightbourne

AGREEMENT NUMBER:

GRANT NUMBER:

ORG. CODE:

SAMAS:

EXPANSION OPTION:

OBJECT CODE:

CATEGORY:

AGREEMENT AMOUNT	AMOUNT THIS REQUEST	TOTAL REQUESTED TO DATE	BALANCE OF FUNDS

TOTAL AMOUNT THIS INVOICE: _____

INVOICE PERIOD: From _____ to _____

APPROVED: _____	
_____	_____
TITLE	DATE

DOE/DVR APPROVED:

DOE/DVR Representative

DATE

ATTACHMENT F

DOE/DVR Source of Funding Certification & Invoice Itemization (Page 1 of 3)

Contractor Name & Contract Number:

Beginning Contract Amount:												
Service Period	TOTAL SALARY & BENEFITS PAID BY CONTRACTOR	AMOUNT PAID BY SCHOOL DISTRICT USING NON-FEDERAL FUNDS (MATCH)		AMOUNT PAID BY SCHOOL DISTRICT USING NON-FEDERAL FUNDS (MATCH)		DOE/DVR REIMBURSABLE AMOUNT (MATCH) PER LINE ITEM	AMOUNT INVOICED TO VRS PER LINE ITEM		AMOUNT INVOICED TO VRS PER LINE ITEM		TOTAL INVOICE AMOUNT TO VRS THIS PERIOD	CONTRACT BALANCE
		THIS PERIOD (*)	YTD (*)	THIS PERIOD (*)	YTD (*)		THIS PERIOD	YTD	THIS PERIOD	YTD		
10/01/06 – 10/30/06												66,000
Employment Specialist 1	4,000	400	400			3,600	3,600			3,600	6,600	
Employment Specialist 2	4,000	1,000	1,000			3,000	3,000			3,000		59,400
Employment Specialist 3												
Employment Specialist 4												
Employment Specialist 5												
11/01/06 – 11/30/06												
Employment Specialist 1	4,000	400	800			3,600	3,600			7,200	6,600	52,800
Employment Specialist 2	4,000	1,000	2,000			3,000	3,000			6,000		
Employment Specialist 3												
Employment Specialist 4												
Employment Specialist 5												
12/01/06 – 12/31/06												
Employment Specialist 1												
Employment Specialist 2												
Employment Specialist 3												
Employment Specialist 4												
Employment Specialist 5												

ATTACHMENT F
DOE/DVR Source of Funding Certification & Invoice Itemization (Page 2 of 3)

	TOTAL SALARY & BENEFITS PAID BY CONTRACTOR	AMOUNT PAID BY SCHOOL DISTRICT USING NON-FEDERAL FUNDS (MATCH) PER LINE ITEM	AMOUNT PAID BY SCHOOL DISTRICT USING NON-FEDERAL FUNDS (MATCH) PER LINE ITEM	DOE/DVR REIMBURSABLE AMOUNT (MATCH) PER LINE ITEM	AMOUNT INVOICED TO VRS PER LINE ITEM	AMOUNT INVOICED TO VRS PER LINE ITEM	TOTAL INVOICE AMOUNT TO VRS	CONTRACT BALANCE
1/01/07 – 1/31/07								
Employment Specialist 1								
Employment Specialist 2								
Employment Specialist 3								
Employment Specialist 4								
Employment Specialist 5								
2/1/07 – 2/29/07								
Employment Specialist 1								
Employment Specialist 2								
Employment Specialist 3								
Employment Specialist 4								
Employment Specialist 5								
3/1/07 – 3/31/07								
Employment Specialist 1								
Employment Specialist 2								
Employment Specialist 3								
Employment Specialist 4								
Employment Specialist 5								
4/1/07 – 4/31/07								
Employment Specialist 1								
Employment Specialist 2								
Employment Specialist 3								
Employment Specialist 4								
Employment Specialist 5								

ATTACHMENT F
DOE/DVR Source of Funding Certification & Invoice Itemization (Page 3 of 3)

	TOTAL SALARY & BENEFITS PAID BY CONTRACTOR	AMOUNT PAID BY SCHOOL DISTRICT USING NON-FEDERAL FUNDS (MATCH) PER LINE ITEM	AMOUNT PAID BY SCHOOL DISTRICT USING NON-FEDERAL FUNDS (MATCH) PER LINE ITEM	DOE/DVR REIMBURSABLE AMOUNT (MATCH) PER LINE ITEM	AMOUNT INVOICED TO VRS PER LINE ITEM	AMOUNT INVOICED TO VRS PER LINE ITEM	TOTAL INVOICE AMOUNT TO VRS	CONTRACT BALANCE
5/1/07 - 5/31/07								
Employment Specialist 1								
Employment Specialist 2								
Employment Specialist 3								
Employment Specialist 4								
Employment Specialist 5								

CERTIFICATION STATEMENT: The source of funds used for the amounts reported paid THIS PERIOD AND YTD for salaries and benefits are correct and have not been used in any other federally assisted project or program.

School District Representative Signature _____ Date _____ Title _____

DISCLOSURE STATEMENT
State of Florida, Department of Education
Contract No. _____

Contractor represents and warrants as a material inducement to the State of Florida, Department of Education ("Department"), to enter the above referenced Contract that:

1. Neither the Contractor, nor any officer, agent, or employee of Contractor, nor any subcontractor of the Contractor, who has participated in or will participate in the procurement and provisioning of services under said Contract, through decision, approval, disapproval, preparation, execution, performance, investigation, audit, or whatever other relevant means, has or ever had a material interest in said Contract nor has or ever had any private business venture with the following individuals (hereinafter called "Agency Personnel"): Members of the State Board of Education, the Board of Governors, the Commissioner of Education, the Contract Manager named in the Contract, or the members of the Senior Management Service or Selected Exempt Service presently employed by Department or the State Board of Education; and

2. Neither the Contractor, nor any officer, agent, or employee of Contractor, nor any subcontractor of the Contractor, who has participated in or will participate in the procurement and provisioning of services under said Contract, through decision, approval, disapproval, preparation, execution, performance, investigation, audit, or whatever other relevant means, has given or offered to give money or anything else of value to any one or more of the Agency Personnel, or to any other person, in consideration for Contractor's selection as Contractor; and

3. Contractor knows of no fact or incidence of wrongdoing surrounding its selection as Contractor that, if disclosed to the Department would call into question Contractor's selection as Contractor or its fitness or ability to meet all of its legal and ethical obligations under the Contract.

Kathryn M. Devlin

Name of Contractor

Kathryn M. Devlin
Signature

Supervisor, Exceptional Student
Education, Pupil Support Services

(If Corporation, Partnership or D/B/A):

Title
Sarasota County Schools

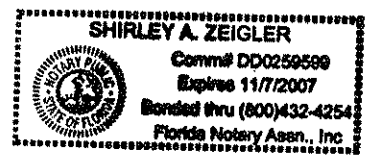
1960 Landings Boulevard
Sarasota, Florida 34231

Address
941-927-9000/941-927-4014
Phone/Fax

Sworn to and subscribed before me this 7 day of June, 07, by
Kathryn M. Devlin, who is personally known to me or who produced
_____ for identification.

Shirley A. Zeigler
Signature of Notary Public
Shirley A. Zeigler
Name of Notary Public

My Commission expires: 11/7/2007

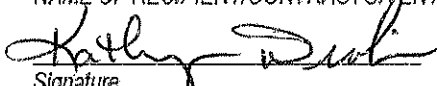


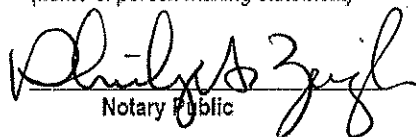
FLORIDA DEPARTMENT OF EDUCATION
DIVISION OF VOCATIONAL REHABILITATION
ATTESTATION OF NO ASSIGNMENTS OR SUBCONTRACTING

School District: Sarasota County

Agreement Number: _____

The Sarasota County School District acknowledges that it is not assigning or delegating obligations under this Third Party Cooperative Agreement (TPCA) to another party and is not subcontracting or entering into subcontracting agreements for any work contemplated under this TPCA.

Sarasota County Schools
NAME OF RECIPIENT/CONTRACTOR ENTITY

Signature
Kathryn M. Devlin
Printed Name of Authorized Representative
6-7-07
Date

STATE OF FLORIDA
COUNTY OF Sarasota
Sworn to and subscribed before me this 7 day of
June by
Kathryn M. Devlin
(name of person making statement)

Notary Public
Personally known or Type of Identification
produced: _____

