

COPY

**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 School District of} ~~the~~ Palm Beach County, ^{Florida} ~~School District~~ (**SCHOOL DISTRICT**) located at 3378 Forest Hill Blvd., A-203, West Palm Beach, Florida 33406, 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 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, 2009, 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:**

Mr. Russell Feldman, Executive Director
3378 Forest Hill Blvd., A-203
West Palm Beach, Florida 33406
561-434-8626, 561-434-8384
feldma1@mail.palmbeach.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 2006 – June 2007) shall not exceed:
one hundred fifty six thousand dollars (\$156,000)
- School Year Two (July 2007 – June 2008) shall not exceed:
one hundred fifty six thousand dollars (\$156,000)
- School Year Three (July 2008 – June 2009) 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:

The Palm Beach County School District

**Department of Education
Division of Vocational Rehabilitation**

By

Name

Title

Date

By

Bill Palmer
Name

Director
Title

Date

By

John Winn
Name

Commissioner
Title

Date

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

By

Louise T. Sadler
Name

Assistant General Counsel
Title

Date

Karen Chen 11-14-06
**Reviewed and Approved
as to Legal Sufficiency**



**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

ATTACHMENT B - State of Florida Department of Education, Division of Vocational Rehabilitation
COMMUNITY BASED WORK EXPERIENCE (CBWE) RATING FORM

| | | | | | |
|--|--|---|--|-------------|---------------|
| Participant _____ Participant ID# _____ School _____ Grade _____ Teacher _____ Employment Specialist _____ | Scale Y = Yes N = No <i>DO NOT RATE ANY ITEM NOT OBSERVED OR NOT APPLICABLE</i> | CBWE Information Employer _____ Contact _____ Phone # _____ Participant's Job Title _____ # Hours worked _____ Evaluation Period: _____ | Scale P = Proficient A = Pro. w/accommodation N = Not Proficient <i>DO NOT RATE ANY ITEM NOT OBSERVED OR N/A</i> | | |
| WORK RELATED BEHAVIORS: | Date | Notes | SPECIFIC SKILL OUTCOMES: | Date | Notes |
| 1. Complies with attendance | Y N | | 28. | — | |
| 2. Practices punctuality | Y N | | 29. | — | |
| 3. Interacts with teachers/supervisors..... | Y N | | 30. | — | |
| 4. Cooperates as a team member | Y N | | 31. | — | |
| 5. Seeks assistance appropriately | Y N | | 32. | — | |
| 6. Works unsupervised | Y N | | 33. | — | |
| 7. Completes task accurately & in timely manner..... | Y N | | 34. | — | |
| 8. Uses good judgment | Y N | | 35. | — | |
| 9. Accepts changes | Y N | | 36. | — | |
| 10. Accepts constructive criticism..... | Y N | | 37. | — | |
| Displays: | | | 38. | — | |
| 11. Initiative | Y N | | 39. | — | |
| 12. Integrity | Y N | | 40. | — | |
| 13. Frustration tolerance..... | Y N | | 41. | — | |
| 14. Good manners and personal habits | Y N | | 42. | — | |
| 15. Appearance required by situation | Y N | | 43. | — | |
| 16. Safe use & proper care of materials/equipment | Y N | | 44. | — | |
| 17. | Y N | 45. | — | | |
| | | 46. | — | | |
| | | 47. | — | | |
| GENERALIZED SKILL OUTCOMES: | Date | Notes | ACCOMMODATIONS: <i>List date, item #, and accommodation for each (A) rating.</i> | | |
| 18. Understands/follows oral directions | Y N | | DATE | ITEM# | ACCOMMODATION |
| 19. Communicates orally..... | Y N | | _____ | _____ | _____ |
| 20. Communicates in writing | Y N | | _____ | _____ | _____ |
| 21. Understands/follows written directions | Y N | | _____ | _____ | _____ |
| 22. Applies related terminology | Y N | | _____ | _____ | _____ |
| 23. Applies related measurement | Y N | | _____ | _____ | _____ |
| 24. Applies related math computation | Y N | | _____ | _____ | _____ |
| 25. Demonstrates problem solving | Y N | | _____ | _____ | _____ |
| 26. Demonstrates computer literacy | Y N | | _____ | _____ | _____ |
| 27. Shows interest in occupational area..... | Y N | | _____ | _____ | _____ |
| | | | <i>Use back of form to list additional accommodations or make general comments.</i> | | |

**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 |

**STATE OF FLORIDA
DEPARTMENT OF EDUCATION
DIVISION OF VOCATIONAL REHABILITATION
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. Federal and/or State Laws and Regulations for Pass-Through Funds
 - 1. If this Agreement provides for payment, in whole or in part, with federal funds, to comply with the applicable provisions of 34 CFR, Parts 74 and 80, all applicable OMB Circulars, and other applicable regulations specified in this Agreement.
 - 2. If this Agreement provides for payment of federal funds exceeding \$100,000, to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, (42 USC 1857 [h]) as amended, and to comply with Section 508 of the Clean Water Act (33 USC 1368) Executive Order 11738 and Environmental Protection Agency Regulations (40 CFR, Part 15).
 - 3. If this Agreement provides for payment of federal funds exceeding \$10,000, to comply with Executive order 11246, entitled “Equal Employment Opportunity” as amended by Executive Order 11375 and as supplemented in the Department of Labor Regulations (41 CFR, Part 60)[45 CFR, Part 92].
 - 4. 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 Agreement.
 - C. 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

**STATE OF FLORIDA
DEPARTMENT OF EDUCATION
DIVISION OF VOCATIONAL REHABILITATION
ATTACHMENT C – STANDARD TERMS AND CONDITIONS**

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 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.
7. The following terms and conditions (a-c) are applicable to federal and state

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pass-through funds:

- a. In accordance with the provisions of OMB Circular A-133, as revised, in the event that it expends a total amount of Federal awards (i.e., Federal financial assistance provided to the School District/Recipient to carry out a State or federal project) 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 School District/Recipient shall consider all sources of Federal awards, including Federal funds received from 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.
- b. 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.
- c. 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 School District/Recipient 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).
- d. In accordance with section 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 School District/Recipient to carryout a State project) equal to or in excess of the State threshold in any fiscal year of such School District/Recipient, and is otherwise subject to section 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 School District/Recipient shall ensure the audit complies with the requirements of section 215.97(7) Florida Statutes. This includes submission of a reporting package as defined by section 215.97(2) (d), Florida Statutes.
- e. If it expends less than the State threshold for awards in its fiscal year, an audit conducted in accordance with the provisions of section 215.97, Florida Statutes, is not required. In the event that the School District/Recipient expends less than the State threshold for awards in its fiscal year and elects to have an audit conducted in accordance with the

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provision of section 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).

D. 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.

E. Indemnification

Unless School District/Recipient is an agency of the State of Florida, 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 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, nor shall anything in this Agreement be construed as consent by 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.

F. Insurance

The School District/Recipient 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 School District/Recipient and the agencies and political subdivisions of the State of Florida, whichever is greater. The School District/Recipient shall add the Department as an additional insured on the general liability coverage. The insurance shall cover all of the Contractor's/Recipient's operations under this Agreement and shall be effective throughout the Term of this Agreement, as well as any renewals or extensions thereto. It is not the intent of this Agreement to limit the types of insurance otherwise required by this Agreement or that the School District/Recipient may desire to obtain or be required to obtain by law. The School District/Recipient

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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 Agreement. A Certificate of Insurance indicating adequate coverage shall be submitted to the Department prior to the time the Agreement is entered. Any and all insurance policies shall be through insurers qualified to do business in Florida. If the School District/Recipient is a county or municipality, the School District/Recipient will furnish to DOE/DVR written verification of liability coverage in accordance with Section 768.28, Florida Statutes.

G. 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.

H. Assignments and Subcontracts

1. The School District/Recipient may assign or delegate obligations under this Agreement to another party and may subcontract/subrecipient agreement for any work contemplated under this Agreement only with a DOE/DVR approved vendor and, with the prior written approval of DOE/DVR.
2. The School District/Recipient will remain solely liable for the performance of all obligations outlined in this Agreement, which are not the exclusive responsibilities of the DOE/DVR.
3. The School District/Recipient shall provide written disclosure of its intention to subcontract all or part of its obligations under the Agreement at or before the conclusion of execution of the Agreement with DOE/DVR and before any subcontract/subrecipient agreement may be executed. At the time of disclosure, the School District/Recipient shall provide DOE/DVR with a draft of the intended subcontract/subrecipient agreement for review and approval or assignment document and a copy of the final and executed document.
4. In the event the School District/Recipient subcontracts/subrecipient agreement all or any portion of its obligations under this Agreement:
 - a. The School District/Recipient shall monitor the subcontractor/subrecipient or assignee and establish controls to avoid or mitigate risks identified by DOE/DVR and the School District/Recipient.
 - b. The School District/Recipient shall allow the DOE/DVR to monitor subcontractor/subrecipient or assignee activity and compliance, and the School District/Recipient shall require the subcontractor/subrecipient or assignee to promptly submit to the DOE/DVR, at DOE/DVR's request, complete and accurate documentation pertaining to the subcontract/subrecipient agreement or the Agreement.
 - c. The Contractor's/Recipient's subcontractor/subrecipient shall be bound by the terms of this Agreement and all applicable laws and regulations

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and the subcontract/subrecipient agreement shall reflect this requirement.

5. After the execution of the Agreement, if a subcontract/subrecipient agreement is found to be in violation of federal/state rules and regulations, the School District/Recipient will be considered to be in breach of Agreement.

I. Return of Funds

(Over payments and Interest Penalty) The School District/Recipient agrees to return to DOE/DVR any overpayment or funds disallowed pursuant to the terms of this Agreement, the Vocational Rehabilitation Act of 1973, as amended, or appropriate state, federal regulations, rules and/or laws. In the event that the School District/Recipient or its independent auditor discovers that an overpayment has been made, the School District/Recipient 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 Agreement, or within ten (10) days after the overpayment is discovered, whichever is sooner. If School District/Recipient fails to timely repay such funds, the School District/Recipient 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.

J. 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.

K. 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.

L. Purchasing

To purchase articles which are the subject of, or required to carry out, this Agreement from Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE) identified under Chapter 946, Florida Statutes, in the manner and under the procedures set forth in Sections 946.515(2) and (4), Florida Statutes. For purposes of this Agreement, the School District/Recipient shall be deemed to be substituted for DOE/DVR insofar as dealings with PRIDE. The preceding sentence shall be construed to mean solely that if DOE/DVR would be obligated to purchase the property necessary under this Agreement from PRIDE, School District/Recipient shall be obligated to purchase such property

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from PRIDE. This clause is not applicable to subcontractors of the School District/Recipient unless otherwise required by law.

M. 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.
- 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.

N. 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, except where the School District/Recipient is a state agency. 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. Except where the School District/Recipient is a state agency, neither the School District/Recipient, its officers, agents, employees,

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- 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. To take such actions as may be necessary to ensure that each subcontractor/subrecipient of the School District/Recipient will be deemed an independent School District/Recipient and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the State of Florida.
 5. 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 or assignee.
 6. 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, subcontractors/subrecipients, or assignees shall be the responsibility of the School District/Recipient.

O. 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 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.

P. Sponsorship

1. 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 School District/Recipient 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 School District/Recipient or other applicable organization.
2. The School District/Recipient shall submit to the DOE/DVR for its approval any and all documents subject to this provision prior to development and distribution.

Q. Invoices (Not Applicable)

1. The School District/Recipient shall submit properly completed invoices on Contractor's/Recipient's letterhead in detail sufficient for a proper preaudit and postaudit thereof and in a form acceptable to the DOE/DVR covering services rendered and/or goods provided under this Agreement together with expenditure reports to support all requests for payment. The School

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District/Recipient shall request payment through the submission of properly completed invoices to the Contract Manager.

2. If School District/Recipient is providing direct services to clients then invoices shall be on contractor's/Recipient'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.
3. It is understood that should the School District/Recipient fail to submit invoices in accordance with the terms of the Agreement or if not specified within 15 days of the DOE/DVR acceptance of deliverables, the DOE/DVR shall not be responsible for payment thereof under this Agreement pursuant to any theory of unjust enrichment or any doctrine of equitable distribution.
4. Final Invoice (Withholding Payment). The School District/Recipient must submit the final invoice for payment to the DOE/DVR no more than sixty (60) days after the Agreement ends or is terminated. If the School District/Recipient fails to do so, all rights to payment are 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 School District/Recipient in a manner that will allow the School District/Recipient to submit an invoice within sixty (60) days. If the final invoice cannot be submitted within the required sixty (60) days period, the School District/Recipient 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/Recipient'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.
5. Any payment due under the terms of this Agreement may be withheld until all reports, deliverables and/or services due from the School District/Recipient and necessary adjustments thereto, have been approved by the DOE/DVR. The DOE/DVR has final authority on any dispute on invoice payments.
6. The School District/Recipient 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.

R. Lobbying, Fund-raising

1. Lobbying: To comply with all federal and state applicable laws and regulations, which prohibit expenditure of Agreement funds for lobbying the

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Legislature or a state agency (section 216.347 Florida Statutes; Section 1352: Title 31, USC (The Byrd Amendment); 18 USC Section 1913).

2. Fund raising activities shall not be charged to, or reimbursed from, any DOE/DVR Agreement proceeds.

S. Program Income and Unspent Funds (Not Applicable)

Definitions of program income and unspent funds shall be determined by the applicable federal or state law and shall be applicable only to federal and state pass-through funds subject to such law.

1. Use of program income or unspent funds will be negotiated upon verification that the School District/Recipient has accrued program income or did not expend all funds for which it was paid under the Agreement.
2. Program income and/or unspent funds shall be used, at the direction of the DOE/DVR, either to reduce future Agreement awards, fund additional services eligible for State and Federal funding, or return funds to the DOE/DVR.

T. One-Stops

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

U. 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.

V. 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.

W. 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.

X. Relationship of Customer to DOE/DVR

This section is applicable to those Contractors/Recipients that have executed contracts for employment services, supported employment or vocational evaluations. All other Contractors/Recipients may not be subject to vendor certification standards. If the School District/Recipient is hiring or placing for employment any customer of DOE/DVR pursuant to the terms of this Agreement, such customer is not an employee of DOE/DVR for

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any purpose, whatsoever, including without limitation the provision of workers' compensation benefits. School District/Recipient shall notify the employer of this fact.

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

Sub-sections 1-2 are applicable to federal and state pass through funds in accordance to Section 287.017, Florida Statutes and Executive Order 12459, 34 CFR Part 85.105 and 85.110.

1. If the amount of federal funds received by School District/Recipient hereunder exceeds \$25,000, the School District/Recipient:
 - a. Certifies, by signing this Agreement, that neither the School District/Recipient nor any of its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal department or agency and, if the School District/Recipient is unable to certify to any of the statements contained in this section, School District/Recipient shall attach an explanation to this Agreement;
 - b. Acknowledges and agrees this certification is a material representation of fact upon which reliance is placed when this Agreement is entered into. If it is later determined that the signer or School District/Recipient knowingly rendered an erroneous certification, the Federal Government may pursue available remedies, including suspension and/or debarment;
 - c. Agrees to provide immediate written notice to the Contract Manager at any time the School District/Recipient 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. School District/Recipient 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 Agreement unless authorized by the Federal Government; and
 - f. Agrees it will require each person or entity subcontracted under this Agreement 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 School District/Recipient hereunder exceeds \$100,000, the undersigned, on behalf of himself/herself and the School District/Recipient, certifies to the best of his or her knowledge and belief that:

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- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned or the School District/Recipient, 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 Agreement, 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 Agreement, 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 School District/Recipient acknowledge THIS CERTIFICATION IS A MATERIAL REPRESENTATION OF FACT UPON WHICH RELIANCE WAS PLACED WHEN THIS AGREEMENT WAS MADE OR ENTERED INTO. SUBMISSION OF THIS CERTIFICATION IS A PREREQUISITE TO MAKING OR ENTERING THIS AGREEMENT 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 School District/Recipient hereunder exceeds the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO, the undersigned, on behalf of himself/herself, the School District/Recipient, 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 Agreement and that neither the undersigned, the School District/Recipient, 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 Agreement.

Z. Vendor Certification (Not Applicable)

This section is applicable to vendors who provide direct services to VR eligible and approved customers. All DOE/DVR Contractors/Recipients may not be subject to vendor certification standards. The DOE/DVR

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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 School District/Recipient and any subcontractors/subrecipients shall comply with the DOE/DVR vendor certification standards applicable to the services for which it is contracting and shall maintain such certification throughout the term of the Agreement.

AA. 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 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 [thirty-five (35) days for health care Contractors] 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

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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 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 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

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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.

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

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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. Exceptional purchase contracts pursuant to section 287.057(5)(a) and (c), Florida Statutes, may not be renewed.

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, 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.

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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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 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 |
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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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PART 2 - PARTICIPANT PROGRESS

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

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

| |
|---|
| 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) |
| 1. 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: _____

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 _____