

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

NO. 19-165

Department of Education Division: Vocational Rehabilitation Bureau: Vendor and Contracted Services Section: Contracts Administrative Management Unit	Name of Contractor: <u>Monroe County School District</u> Address of principal place of business: <u>241 Trumbo Road</u> <u>Key West, Florida 33040</u>
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This Contract ("Contract") is entered into as a contractual undertaking by and between the Florida Department of Education ("Department") and the above-named Contractor ("Contractor") as of the Effective Date concerning the project identified below ("Project").

I. Name of Project:

Work-Based Learning Experience (WBLE) for Transition Students with Disabilities

II. Brief Summary of Nature and Purpose of Project:

A. Background

The Florida Vocational Rehabilitation Program is operated by the Department of Education's Division of Vocational Rehabilitation (VR). All program activities are conducted in accordance with the regulations found in 34 C.F.R. Part 361 and Chapter 413, Part II, Florida Statutes. Passage of the Workforce Innovation and Opportunity Act (WIOA) established VR as the primary agency for preparing youth with disabilities for employment while the youth is still in high school, including being able to access services while pursuing postsecondary education. Services are provided statewide through a combination of in-house and privatized staff. VR and contracted providers work as partners in interdependent relationships to provide quality vocational rehabilitation services to persons with disabilities in Florida.

B. Purpose

The purpose of this Contract is to create and/or expand Work-Based Learning Experience (WBLE) for transition Students with Disabilities. WBLE is an instructional methodology that uses the workplace or real work to provide students with the knowledge and skills that will help them connect experiences while in school to real life work activities and future career opportunities, increasing their post-school outcomes. Students participating in WBLE develop appropriate work skills, behaviors, and work tolerance needed to plan for and achieve successful employment after high school. It is essential that direct employer or community involvement be a component of the WBLE to ensure student engagement. These opportunities are meant to engage and motivate students, while augmenting the learning process. In addition, WBLE requires students to actively participate and includes an evaluation of relevant acquired skills.

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Students with disabilities who receive Pre-Employment Transition Services (Pre-ETS) may participate in the WBLE. Students with disabilities are ages 14-21, are in school, and have a documented disability. They choose to receive only Pre-Employment Transition Services (Pre-ETS) without formally applying to VR, going through eligibility determination or developing an Individualized Plan for Employment (IPE). VR customers are students who wish to receive Pre-ETS and may require additional VR services and supports. They have applied and been found eligible for VR services. These students may be on a waiting list as a result of Order of Selection (OOS) if they received Pre-ETS prior to being placed on a waiting list.

III. Contract Documents:

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

- This Contract, including all of the following attachments, which are hereby incorporated by reference and made a part hereof, and which are identified as follows (reference additional attachments as appropriate):
 1. Attachment A: Detailed Description of Performance Duties;
 2. Attachment B: Payment Schedule;
 3. Attachment C: Standard Terms and Conditions;

In the event of a conflict between the Contract and any of the attachments, the order of priority in terms of the controlling provisions and documents are as follows: this Contract, Attachment A, Attachment B, Attachment C.

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IV. Project Management:

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

For the Department:

Cacetha Sims
(Name)

Contract Manager
(Title)

4070 Esplanade Way
2nd Floor
Tallahassee, Florida 32399-7016
(Mailing address)

Telephone: (850) 245-3373
Fax: (850) 245-3362
Email: Cacetha.Sims@vr.fldoe.org
(Phone, fax and e-mail)

For the Contractor:

Linda Diaz
(Name)

Transition Specialist
(Title)

241 Trumbo Rd.
Key West, Florida 33040
(Mailing address)

Telephone: (305) 293-1400
Fax: (305) 745-2695
Email: linda.diaz@keysschools.com
(Phone, fax and e-mail)

V. Effective Date:

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

VI. Expiration Date:

This Contract shall expire on July 31, 2020, unless cancelled earlier in accordance with its terms.

VII. Renewal:

Subject to the limitations set forth in Sections 287.057(13), and 287.058(1)(9), Florida Statutes, and Attachment C, Section I.F, this Contract is renewable at the option of the Department for a renewal period or periods with commencement and expiration dates as follows: August 1, 2020 through July 31, 2021; August 1, 2021 through July 31, 2022; August 1, 2022 through July 31, 2023.

The Department shall provide advance written notice of at least thirty (30) days of its decision to exercise its option. Renewals are contingent upon satisfactory performance evaluations by the Department, are subject to the availability of funds, and optional to the Department

VIII. Travel:

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

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IX. Notice:

Notice given pursuant to the terms and conditions of this Contract shall be sufficient if given to the receiving party's Contract Manager either 1) in writing addressed to that Contract Manager by certified mail, return receipt requested, or 2) by hand delivery, 3) by facsimile, or 4) by email.

X. Approval and Execution:

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

Monroe County School Board

DEPARTMENT OF EDUCATION

By: _____

By: _____

Printed Name: Mark Porter

Printed Name: Richard Corcoran

Title: Superintendent

Title: Commissioner

Date: _____

Date: _____

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

A. Overview and Purpose:

Engaging students with disabilities earlier allows for a seamless transition from high school to postsecondary education, training, or employment. Early referral, application, and the provision of work-based learning experiences allow VR staff the opportunity to establish effective counseling relationships and rapport with students, families and educators.

WBLEs can be paid or unpaid. As an evidence-based indicator for student success in postsecondary employment and independent living, paid WBLEs are the expectation of VR. Students shall receive assistance in developing appropriate work skills, attitudes, behaviors, and work tolerance needed to plan for and achieve successful employment after high school.

Types of WBLE activities include:

- Job Shadowing
- Career Mentorship
- Informational Interviews
- Paid and Non-Paid Internships and Work Experiences
- Volunteering and Service Learning
- Workplace tours/field trips

B. Definitions:

1. Career Mentorship – An arrangement in which a mentor teaches or provides career guidance and advice to a student with disabilities.
2. Community-Based Work Experiences (CBWEs) – WBLE were previously defined as CBWE for purposes of past agreements. CBWE remains coded in the VR system and will be used on any IPE and when authorizing for Pre-ETS described herein. This will allow for continuity in data collected in regard to this and prior contracts between VR and school districts.
3. Competitive Integrated Employment – Work that is performed on a full-time or part-time basis (including self-employment) for which the individual is compensated at a rate equal to or above minimum wage and not less than the customary rate paid to non-disabled employees, is eligible for the level of benefits provided to other employees, where the disabled employee interacts with non-disabled persons to the same extent as non-disabled employees, and, as appropriate, the disabled employee has opportunities for advancement similar to non-disabled employees.
4. Disability Documentation – Documentation that can be used to serve potentially eligible students Pre-ETS. This may be an IEP, Section 504 Plan, or other school documentation indicating an individual's status as a student with a disability.
5. Discovery – A time-intensive, comprehensive, person-centered assessment that determines where and when students perform at their best. Information is gathered through a series of interviews, activities, and observations. Interviews are conducted with the students, family, friends, teachers, neighbors, and others. The focus is on learning about the students' strengths, interests, talents, goals, and conditions for success. This information is assimilated and summarized into profiles that are useful in students' career planning and establishing employment goals.
6. Employment Specialist (ES) – The ES is a school district employee who provides WBLE that prepares students for and facilitates employment and/or reemployment. The ES is

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responsible for providing each student approved for Pre-ETS (with WBLE(s) by using interview/observation and assessment information about the student seeking the WBLE to target types of work experiences available from potential employers in the local labor market. The Contractor is responsible for hiring an employee who meets the VR requirements for an Employment Specialist, to ensure each ES has the required experience and skills to provide the WBLE services, supports, and deliverables.

7. Individual Educational Plan (IEP) – Plan which defines the individualized objectives of a student who has been determined to have a disability and requires special education services to reach his/her educational goals.
8. Individualized Plan for Employment (IPE) – Plan for VR customers which identifies the chosen employment goal, services needed to obtain that goal, service providers, service payers, and the amount of financial participation, if any.
9. Informational Interviews – Informal conversations with someone working in a career area/job that interests a student with a disability who will give that student with a disability information and advice. It is an effective research tool in addition to reading books, exploring the Internet and examining job descriptions. It is not a job interview, and the objective is not to find job openings.
10. Job Shadowing – a popular on-the-job learning, career development, and leadership development intervention. Essentially, job shadowing involves working with another employee who might have a different job in hand, might have something to teach, or can help the person shadowing him or her to learn new aspects related to the job, organization, certain behaviors or competencies²
11. One-Stop – Florida's One-Stop Center network was established to bring workforce and welfare transition programs together under one physical or "virtual" roof to simplify and improve access for employers seeking qualified workers or training programs for their existing employees and job seekers. There are more than 100 One-Stop Centers across Florida managed at the local level by regional workforce boards. Some are full-service centers providing direct access to a comprehensive array of programs at a single location, while others are satellite facilities capable of providing referrals or electronic access.
12. Order of Selection (OOS) – When VR does not have sufficient human or fiscal resources to serve all applicants who are determined eligible for services, federal regulations require that VR use an Order of Selection process. VR is required to prioritize services to people with the most significant disabilities first. Placement in a priority category provides a fair and orderly way to serve all applicants.
13. Paid and Unpaid Internship - temporary positions with an emphasis on on-the-job training rather than merely employment, and it can be paid or unpaid. An internship is an opportunity to develop specific job related skills before you are qualified for an actual job. Students may or may not be paid.
14. Paid and Unpaid Work Experience – general or vocational work experiences for the purpose of building basic workplace competence, gaining general workplace skills, or career preparation activities within a specific industry or career area. Experiences offer students the opportunity to explore careers and understand the nature of work through first-hand exposure to the workplace. Students may or may not be paid.

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15. REBA – Rehabilitation Electronic Billing Application is a web-based application for service providers, contract managers, and School District point of contacts. The application provides a centralized portal for managing referrals, reports and invoices.
16. Section 504 Plan (504) – Plan that describes accommodations that the school will provide to support and provide equal access to the education of students with disabilities.
17. Service Learning – work-based learning activity that integrates meaningful community service with classroom instruction and reflection to enrich the learning experience, teach civic responsibility, and strengthen communities.
18. Supported Employment (SE) – An employment model that provides services for individuals with the most significant disabilities who require ongoing support services to succeed in Competitive Integrated Employment. Intense job training is provided initially and then long-term supports are provided once the person has stabilized on the job.
19. Tier 1 Students – Students who require the fewest services and supports. Tier 1 services and supports are provided to all students with disabilities. Tier 1 services (time and focus) are based on the needs of the students. These students require less time than students in other tiers to make progress towards or achieve an IPE or WBLE goal or expected outcome. However, few services are required by the student and little support is needed from the Employment Specialist for success. Students in Tier 1 are likely to be more independent and self-directed.
20. Tier 2 Students – Students who require additional services and supports. Tier 2 services and supports are required by some students to improve their level and conditions of performance during their WBLE. The additional services and supports provided by the Employment Specialist are required by students to make progress towards or to achieve an IPE or WBLE goal or expected outcome. Students in Tier 2 are likely to require additional services or supports.
21. Tier 3 Students – Students who require the highest level of services and the most supports provided by the Employment Specialist to make progress towards or to achieve an IPE or WBLE goal or expected outcome. Students in Tier 3 would require ongoing services and supports. These students would require Supported Employment services.
22. Volunteering – when a person donates his/her time or efforts for a cause or organization without being paid. It may be a one-time only or an on-going commitment. It should directly or indirectly benefit people outside the family or household or else benefit a cause, even though the person volunteering normally benefits as well. Most volunteer sites are non-profit organizations.
23. VR Counselor – Provides vocational rehabilitation services to individuals with disabilities in order to prepare them for and facilitate their employment and/or reemployment. The VR Counselor interviews and evaluates applicants, and confers with medical and professional personnel to determine type and degree of disability, eligibility for service, and feasibility of vocational rehabilitation.
24. VR Youth Technician – Provides Pre-ETS to potentially eligible students who meet the WIOA definition of a student with a disability and have been referred through the Student Transition Activities Record (STAR) portal. The Youth Tech collects disability documentation, interviews the student and/or families to provide Pre-ETS and service provider choice.

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25. Workplace Tours/Field Trips – A group excursion for the purpose of first-hand observation to specific work sites. Students learn about the business, meet employees, ask questions and observe work in progress.

C. Manner of Service(s) Provision:

1. *VR's Responsibilities*

- a) VR will designate a Program Administrator and Contract Manager to act for VR in all matters pertaining to this Contract.
- b) VR will coordinate the IEP and IPE with associated documentation and data collection.
- c) VR will provide a copy of the IPE and each IPE amendment for any student referred, if applicable.
- d) VR will maintain copies of all reports in the VR case record.
- e) VR will accept and approve deliverables, invoices, and authorizations for services where appropriate for all matters pertaining to this Contract.
- f) VR will provide the Contractor with all VR approved training, forms needed for invoicing, and reporting deliverables under this Contract.
- g) VR will cooperate on all matters requiring concurrence or approval so that the Contractor will not be delayed in performance of all terms and conditions of this Contract.

2. *Contractor Responsibilities*

- a) Contractor shall designate a representative to act for the Contractor in all matters pertaining to this Contract.
- b) Contractor shall provide the VR Staff with a copy of the student's current Individual Educational Plan (IEP), 504 Plan, or other disability documentation and each disability documentation thereafter while participating in a WBLE. The IEP will define the individualized objectives of a student who has been determined to have a disability and requires special education services to reach his/her educational goals. The 504 and IEP will include the support and accommodations needed for the student with a disability to access his/her education.
- c) Contractor shall work closely with the VR staff to develop the WBLE Plan and Agreement for each student.
- d) Contractor shall provide the services identified in the WBLE Plan and Agreement to assist each student in making progress towards or achieving their IPE and/or WBLE goal or expected outcome.
- e) Contractor shall submit monthly Student Progress Report (SPR)s for each student being served. This report will include the following information: Student name, tier, and work happening towards IPE and/or WBLE goals and/or

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outcome. This report will be submitted through REBA and must be approved by VR staff prior to payment being processed.

- f) Contractor shall submit the WBLE Rating Form as required for each student at the completion of his/her WBLE. This shall be completed and signed by the Site Supervisor.
- g) Contractor shall submit the WBLE Final Report for each student at the end of each WBLE indicating each students' progress towards or achieving their IPE and/or WBLE goal or expected outcome.
- h) Contractor shall process and submit all WBLE Plans and Agreements, monthly SPRs, WBLE Rating Forms, Final Reports, and invoices, under this Contract using the Rehabilitation Electronic Billing Application (REBA), unless given written authorization by VR to use an alternative method of approval. Invoices must accompany all WBLE Plans and Agreements and Final Reports.
- i) Contractor shall make all requests for technical assistance in writing to the VR Contract Manager.

3. *Services Provided by the Contractor*

Work-Based Learning Experience (WBLE)

Students who participate in WBLE will have an array of services available to them to ensure they are making progress towards or achieving their IPE and/or WBLE goal or expected outcome and their individual needs are being met. Services include:

- Review Career/Interest assessment(s)
- Job Analysis
- Worksite development
- Employer Assistance
- WBLE Learning and Preparation Acts
- Job Placement
- Job Accommodations
- Job Coaching
- Job Retentions Services

Contractor and VR Staff will work collaboratively to determine the strengths, aptitudes and interests of each student receiving services under this Contract. The Contractor will identify WBLE(s), paid or unpaid, with the expectation of paid, where the student learns first-hand the necessary work skills, attitudes, and behaviors at an inclusive and integrated worksite.

The development and provision of work experience is as follows:

This is done by using assessment information for the student seeking a work experience to target the types of work experiences available from potential employers in the local labor market and includes:

- i. Contacting employers and building networks to develop and/or identify work experiences;

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- ii. Assisting the student with identifying inclusive, integrated community based worksites and ensuring the student has transportation to worksite. If the student needs transportation, the Contractor shall arrange or provide;
- iii. Referring students to worksites for potential work experiences;
- iv. Providing students with work experiences, as appropriate;
- v. Ensuring the work site is an individual work experience and not part of an enclave or mobile work crew based upon the U.S. Department of Labor definitions as follows:
 - 1) 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.
 - 2) 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;
- vi. Conducting job analysis, to include, as appropriate:
 - 1) A systematic investigation of the discrete tasks, working conditions, and requisite knowledge, skills, and aptitudes needed to perform a job.
 - 2) Identifying the essential functions of a job. The essential job functions are those job duties that must be completed, with or without accommodation.
 - 3) Using job analysis to match individuals to positions that best meet their needs and the needs of an employer. A job analysis is also useful in identifying and developing potential accommodations needed for individuals with disabilities to perform certain tasks.
- vii. Conducting Discovery activities to include, as appropriate:
 - 1) Identifying an individual's skills, talents, contributions, and interests in multiple settings to determine where they are at their best and their ideal conditions for employment.
 - 2) Use of various activities to obtain this information, including meetings with families and others familiar with the individual, paid/unpaid work experiences, and observations of performance at home, school or in the community.
- viii. Connecting the student with the local One-Stop.

Job Retention

Contractor shall provide the student with Job Retention Support while working under a WBLE. These are ongoing job support services that are employment-related, and needed to promote retention in the worksite. Job Retention Support services may consist of:

- i. Routine follow-up with the employer and the student to promote WBLE success;
- ii. Support services to address issues such as a decrease in productivity of the student receiving services;
- iii. Providing worksite consultation to identify barriers to employment, when appropriate; and
- iv. Negotiating WBLE worksite accommodations.

Hands-On Learning

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Contractor shall provide students with hands-on learning.

This is the use of structured intervention techniques to help the student learn to perform job tasks and develop the interpersonal skills necessary to be accepted as a worker at the job site. Hands-On instruction may consist of:

- i. One-on-one job duty instruction as a service to students who have a goal of Supported Employment. Students may require individual assistance in learning job tasks, often requiring an Employment Specialist who understands a specific learning style by which the student learns best and how to break tasks down into discrete steps to teach the necessary job tasks. Some students may initially require coaching for a particular job, but may not require coaching throughout their work life. Most would require ongoing supports through an identified service provider or other means.
- ii. Assisting a service provider with understanding all factors impacting the student's work experience and during a student's transition to Supported Employment services, including any specific training issues or concerns, co-worker and employer expectations, family concerns, mode of transportation, etc. This assures the transition to Supported Employment services goes smoothly and that the service provider has a complete understanding of the student's specific long-term needs.
- iii. Use structured intervention techniques including conducting situational assessments, possibly using Discovery to ensure the student is well-matched to a particular job that he or she desires and has the potential to learn; conducting job site and environmental analysis to further ensure the job is a good match for the student; developing and implementing task analysis, with prompting and building in self-management strategies, if needed to teach the discrete steps of the job and enhance the student's capacity to perform independently; to help the student learn to perform job tasks to the employer's specifications and to learn the interpersonal skills necessary to be successful in employment and within the community.

Based on the tier level, services should be provided for the student to receive the assistance they need to make progress towards or achieving their IPE and/or WBLE goal or expected outcomes. Guidelines are provided as to anticipate services and supports and time those services and supports may be required for students in each tier.

Tier	Anticipated Services/Support Per Tier	Required Support:
1	Career/Interest Assessments, Job Analysis, Worksite development, Pre-WBLE Preparation Activities, Job Placement, Accommodations (if necessary)	Occasionally
2	Career/Interest Assessments, Job Analysis, Worksite development, Pre-WBLE Preparation Activities, Job Placement, Accommodations (if necessary), Hands-On Learning	Regularly
3	Career/Interest Assessments, Job Analysis, Worksite development, Pre-WBLE Preparation Activities, Job Placement, Accommodations (if necessary), Hands-On Learning, and Job Retention	Ongoing

Internships and work exploration have time limits. Additional time is available for VR customers as they may require additional time to make progress towards or achieve their IPE and/or WBLE goal or expected outcomes.

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For students receiving Pre-ETS, the following time limitations apply:

- Career Exploration – (limited to 5 hours/job) – a brief exposure to a variety of work settings and may include worksite field trips, job shadowing, or information interviews.
- Work-Related Training and Work Experience – (limited to 120 hours/job) – a period of work experience for the purpose of learning, practicing, or applying soft, social, or work readiness skills.

4. Deliverables & Associated Benchmark

Contract benchmarks, including associated tasks and performance standards, are described in Table 1 – *Deliverables*.

TABLE 1 – Benchmark		
<i>No.</i>	<i>Benchmark</i>	<i>Amount</i>
1.	• WBLE Plan and Agreement – Tier One	\$980
2.	• WBLE Final Report – Tier One	\$653
3.	• WBLE Plan and Agreement – Tier Two	\$1,960
4.	• WBLE Final Report – Tier Two	\$1,306
5.	• WBLE Plan and Agreement – Tier Three	\$3,920
6.	• WBLE Final Report – Tier Three	\$2,612

TABLE 2 - Minimum Service Levels	
1.	The Contractor will provide the services identified for each benchmark in order to receive payment.

5. Reporting

- a) Contractor shall provide a proof of completion for each benchmark no later than 30 days following the end of the month for which services were provided.
- b) Contractor shall provide all required documentation at the end of each month in the REBA system.

6. Monitoring

- a) VR may conduct periodic monitoring visits during the Contract period to verify Contractor compliance.

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D. Method of Payment:

1. This is an open-ended, fixed rate Contract. VR will pay the Contractor a fixed rate for the accomplishment of benchmarks, as defined in Section C.4.
2. Each student is allowed no more than four (4) WBLE service referrals during the school year.

E. Financial Consequences:

If the Contractor fails to meet or comply with the activities and deliverables established in the Contract or make appropriate progress on activities and/or towards deliverables and they are not resolved within ten (10) days of notification, VR may terminate the Contract or refuse to pay an invoice until all work is properly completed.

F. Special Provision(s):

1. Applicable Laws
 - a) This Contract is governed by the following State and Federal regulations:

The Rehabilitation Act of 1973 as amended; Chapter 413 (Part II), Florida Statutes; and the Workforce Innovation and Opportunity Act. Other applicable regulations include 2 CFR Part 200, the Education Department of General Administrative Regulations (EDGAR), the VR State Plan and the State Program Regulations in the Code of Federal Regulations, Part 361.
2. Data Collection & Dissemination
 - a) VR will collect data through REBA on, at a minimum, services provided and payments made to the Contractor.
 - b) Data collected may be compiled into reports and shared with, at a minimum, the Contractor, VR staff, student participants, and other stakeholders.
3. VR reserves the right to suspend this Contract if, by way of routine monitoring or receipt of stakeholder complaint, VR suspects the Contractor has engaged in fraudulent activity.
4. Attachment C, Standard Terms and Conditions
 - a) Section III. is amended to include the following:

Invoicing

 - i. Use of REBA website is a condition of this contract. This includes the electronic signing of documents through submission in the REBA system.

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- ii. The Contractor shall submit a properly completed invoice on a monthly basis, including all supporting documentation, to the Contract Manager no later than thirty (30) days after the close of monthly business.
 - iii. Payment will be made only for services listed on the invoice completed in accordance with the terms and conditions of this Contract. The Contract Manager may reject an invoice and/or request repayment for any service determined to be out of compliance.
 - iv. Other documentation that may be requested by the Contract Manager.
 - v. The Contractor shall 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 VR and provide such documentation to VR upon request.
- b) Section VIII. is not applicable to this Contract.
- c) Section X. is amended to include the following:
- The Contractor shall not use or disclose any information concerning a student participant for any purpose not in conformity with s. 413.341, Florida Statutes, and 34 C.F.R. § 361.38 without the express prior, written consent of the customer or the responsible parent or guardian.
- d) Section XVIII. is not applicable to this Contract.
- e) Section XL. is added as follows:
- The Contractor shall report to VR and the Florida Abuse Hotline any 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.
- f) Section XLI. is added as follows:
- The Contractor shall notify VR immediately if it is, or becomes a party to any contract with, a State of Florida Career Source Center.

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

The Payment Terms and Schedule for the procurement contract awarded to Monroe County School Board, Contract Number 19-165 are as follows:

- I. An "X" beside the correct provision in this section signifies that the provision is applicable to the Contract into which this Attachment B is incorporated.

- A. Place an "X" beside *either* 1 or 2:

- ☐ 1. The total payment shall be the amount entered in the space provided in Section II, below.

Or

- ☐ 2. The total payment shall be an amount not to exceed the amount entered in the space provided in Section II, below.

Or

- ☒ Not applicable

- B. Place an "X" beside *either* 1 or 2:

- ☐ 1. The total payment shall be paid as a single, lump sum payment upon the Contractor meeting the criteria for completion of the Contract.

Or

- ☒ 2. The total payment shall be paid as scheduled progress payments in accordance with Section III, below, which prescribes the amount of each payment, the specified Deliverable(s) that must be received and approved prior to each payment, and the projected payment date.

Or

- ☐ Not applicable

- C. If I.A.2. applies, place an "X" beside any of the following that apply:

- ☐ 1. The total payment includes amounts, which are set aside for specified activities as described in Section IV, below. Records shall be kept by the Contractor to account for amounts earned for each activity. In the event that the full amount set aside for any activity is not earned, the unearned amount shall revert to the Department and shall be reflected as an adjustment to the final payment.

- ☒ 2. Contract payments shall be based on a system of rates as prescribed in Section V, below, which shall account for all or a portion of the total contract payment also as prescribed in Section V, below.

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PAYMENT TERMS AND SCHEDULE**

- II. As specified in Section I.A., the amount of the total payment, or the amount that the total payment shall not exceed is the following: **This is an open ended fixed rate Contract.**
- III. The schedule of progress payments, the Deliverable(s) required to be received and approved, and the projected payment dates are set forth below. The actual date of payment shall be governed by the receipt and approval of the Deliverable(s), not by the projected payment date which is included to assist in planning the Contract activities and managing the project.

Major Deliverable Price	Projected Date	Description of Deliverable(s):	Source Document Page
\$980	As completed by Contractor	Tier One <u>WBLE Plan and Agreement</u> Prior to commencement of Work-Based Learning Experience, the Contractor shall work collaboratively with the Student and Employer to develop the WBLE Plan and Agreement. Contractor must show proof student meets the definition of Tier One.	
\$653	As completed by Contractor	<u>WBLE Final Report</u> At the completion of the Work-Based Learning Experience, the Contractor shall submit the WBLE Final Report. The Report is an assessment of the student's experience during the WBLE. The Report must reflect at least 20 hours in service.	
\$1,960	As completed by Contractor	Tier Two <u>WBLE Plan and Agreement</u> Prior to commencement of Work-Based Learning Experience, the Contractor shall work collaboratively with the student and employer to develop the WBLE Plan and Agreement. Contractor must show proof student meets the definition of Tier Two.	
\$1,306	As completed by Contractor	<u>WBLE Final Report</u> At the completion of the Work-Based Learning Experience, the Contractor shall submit the WBLE Final Report. The Report is an assessment of the student's experience during the WBLE. The Report must reflect between 21 – 40 hours in service.	

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\$3,920	As completed by Contractor	Tier Three <u>WBLE Plan and Agreement</u> Prior to commencement of Work-Based Learning Experience, the Contractor shall work collaboratively with the student and employer to develop the WBLE Plan and Agreement. Contractor must show proof student meets the definition of Tier Three.	
\$2,612	As completed by Contractor	<u>WBLE Final Report</u> At the completion of the Work-Based Learning Experience, the Contractor shall submit the WBLE Final Report. The Report is an assessment of the student's experience during the WBLE. The Report must reflect 41 or more hours in service.	

IV. The amounts included in the total payment which are set aside for specified activities in accordance with Section I.C.1, above, the specified activity to which each amount pertains, and the criteria under which the Contractor earns portions of the amount which is set aside are described below: **Not Applicable.**

- Amount Set Aside: \$
- Description of Activity:
- Criteria for Earning Portion of the Amount which is set aside:

V. The system of rates upon which contract payments are based is prescribed as follows: **Not Applicable.**

A. As applicable, the type of work or the professional designation of a worker to whom the rate applies, the dollar amount of the rate, and the time unit covered by the rate amount are set forth below:

- Dollar Amount: \$
- Per Time Unit:
- Type of Work or Professional Designation of a Worker:

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- B. As needed, further description or explanation of the information prescribed in Section V.A, above, such as but not limited to conditions precedent to the commencement of work, payment caps by category, or conditions under which the time unit or dollar amount may be adjusted are as follows:
- C. Each invoice which requests a payment based upon the system of rates:
- shall identify the pertinent dollar amount per time unit and the category of type of work, or professional designation of worker, in language which corresponds to subsection V.A, above;
 - shall specify the totals of the time units and amount of payment sought for each category of type of worker and for each worker, and,
 - shall be documented by time and performance records which are adequate for preaudit and postaudit.
- VI. For purchases pursuant to state term contracts, the total payment for completion of all requirements of the Contract which makes specific the Department's procurement under a State Term Contract awarded to the Contractor by the Department of Management Services reflects a savings to the Department in comparison to the total projected amount for the same work under the rates established in the State Term Contract No. , as explained below: **Not Applicable.**
- VII. Federal funds awarded through the Department by this Contract, if any: **None \$** .