

FAAST Regional Demonstration Center Contract

SUBRECIPIENT
REGION
NAME
PARENT ORGANIZATION
ADDRESS LINE 1
ADDRESS LINE 2
CITY, FL 3XXXX
PHONE
FAX

NAME OF PROJECT: FAAST Regional Demonstration Center

TERMS: Activities and services required by this CONTRACT shall begin October 1, 2019, and end September 30, 2020.

SUMMARY AND NATURE OF CONTRACT

1. The activities outlined in this contract shall be provided to individuals with disabilities, parents, educators, employers, providers of employment services, health care workers, counselors, other service providers, and vendors throughout the primary and secondary service areas regardless of age or type of disability.
2. The Subrecipient shall adhere to operational hours between 9:00 am and 5:00 pm, Monday through Friday, to provide community-based services to individuals located in counties in its primary service area.
3. The Subrecipient shall provide services to individuals residing in its secondary service area via telecommunications or other distance education mechanisms that do not require travel.
 - a. The Subrecipient shall offer community-based services to individuals residing in its secondary service area per its outreach plan.

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The purpose of this contract is to provide assistive technology services. The contract is between the PARENT ORGANIZATION NAME (hereinafter “the Subrecipient”) and the Florida Alliance for Assistive Services and Technology, Inc. (hereinafter “FAAST”).

The Subrecipient is authorized to do business in the State of Florida, with principal offices located at:

NAME
PARENT ORGANIZATION
ADDRESS LINE 1
ADDRESS LINE 2
CITY, FL 3XXXX
PHONE
FAX

FAAST is authorized to do business in the State of Florida, with the principal office located at:

820 E Park Ave D – 200
Tallahassee, FL 32301
Phone 850-487-3278
Fax 850-575-4216

THIS CONTRACT SHALL BE KNOWN AS CONTRACT NO. XX-XXXX.

I. NAME OF PROJECT

FAAST Regional Demonstration Center

II. TERMS

Activities and services required by this CONTRACT shall begin October 1, 2019, and end September 30, 2020.

III. SUMMARY AND NATURE OF CONTRACT

4. The activities outlined in the Scope of Work shall be provided to individuals with disabilities, parents, educators, employers, providers of employment services, health care workers, counselors, other service providers, and vendors throughout the primary and secondary service areas regardless of age or type of disability.
5. The Subrecipient shall adhere to operational hours between 9:00 am and 5:00 pm, Monday through Friday, to provide community-based services to individuals located in counties in its primary service area.
6. The Subrecipient shall provide services to individuals residing in its secondary service area via telecommunications or other distance education mechanisms that do not require travel.

- a. The Subrecipient shall offer community-based services to individuals residing in its secondary service area per its outreach plan.

IV. PROJECT MANAGEMENT

| | For FAAST | For Subrecipient |
|----------------|-----------------------|------------------|
| Name | Michael Daniels | |
| Title | Executive Director | |
| Address Line 1 | 820 E Park Ave | |
| Address Line 2 | D – 200 | |
| City, State | Tallahassee, FL | |
| Zip Code | 32301 | |
| Telephone | 850-487-3278 | |
| Extension | 102 | |
| Fax Number | 850-575-4216 | |
| Email | mdaniels@faastinc.org | |

V. SCOPE OF WORK

The Subrecipient shall provide the following services:

1. Short-term Device Loans to individuals or entities.
2. Device Demonstrations to an individual or small group of individuals not to exceed seven persons.
3. Training Events to small or large groups.
4. Assistive Technology Usage and Troubleshooting services to an individual.
5. Information and Assistance to an individual.

VI. DEFINITIONS

1. Community-based Services: Services that are accessible to individuals with disabilities, parents, educators, employers, providers of employment services, health care workers, counselors, other service providers, and vendors. In this model, the Subrecipient provides services in natural environments, to take advantage of natural supports and local resources.
2. Short-term Device Loan: An occasion in which a device or devices are borrowed by an individual/entity who will use the device for one of the following purposes:
 - a. To make a decision (one decision) based on data, judgments, and other relevant information gained from trial use of the device in a natural environment with technical assistance available, upon request, from someone who has technical expertise related to the device(s) borrowed.
 - b. To provide loaner equipment during device repair or while waiting for funding (no decision is involved).
 - c. To provide accommodation for a time-limited event such as a meeting or hospital stay (no decision is involved).
 - d. To conduct training, self-education, or other professional development activities (no decision involved).

3. **Device Demonstrations:** The purpose of a device demonstration is to enable an individual with a disability to make an informed choice. Device Demonstrations provide an individual with a disability guided experience with the device(s). Device Demonstrations are provided by a professional that has technical expertise related to the device(s). This professional may be in the same location as the participant or may assist the participant through Internet or distance learning mechanism that provides real-time, effective communication to deliver the necessary device exploration.
4. **Training Events:** Instructional events, usually planned for a specific purpose or audience, designed to increase participants' knowledge, skills, and competencies regarding assistive technology. Events may be small or large and conducted in-person, telecommunications, or other distance education mechanisms. In general, participants in training events can be individually identified and could complete an evaluation. Examples include classes, workshops, and presentations that have a goal of increasing skills, knowledge, and competency, as opposed to interactions intended only to increase general awareness of assistive technology.
 - a. **Differences between Device Demonstrations and Training Events:** During a Device Demonstration, participants see a variety of devices. Device Demonstrations should not be confused with Training Events which include Device Demonstrations. Training Events are instructional events designed to increase knowledge, skills, and competencies, generally for larger audiences. Training Events are targeted/focused instruction for an individual or small group (such as in-depth training for an individual consumer on a specific assistive technology device). Training Events are skill development activities, whereas Device Demonstrations are for decision-making purposes.
 - b. **Differences between Device Demonstrations and Public Awareness Activities:** Device Demonstrations should not be confused with Public Awareness activities which include Device Demonstrations. The critical difference is that Device Demonstrations are intended to enable an individual to make an informed choice rather than merely making him or her aware of a variety of assistive technology.
5. **AT Usage/Troubleshooting:** Working with individual consumers on how to use a particular assistive technology device or troubleshooting problems with devices and reported under "Information and Assistance."
6. **Public Awareness:** Activities designed to reach large numbers of people, including activities such as public service announcements, radio talk shows, news reports, newspaper stories, newsletters, brochures, and public forums.
 - a. Actual numbers of information recipients are often challenging to know. It is acceptable to document estimations. Although the objective is always to report actual participants.

7. Technical Expertise: The Assistive Technology Act's Technical Assistance Project, AT3, created a working group to establish core competencies for Device Demonstrations.
 - a. The following appendices contain competencies:
 - i. Appendix A: Augmentative and Alternative Communication
 - ii. Appendix B: Assistive Technology for Computers and Related Devices
 - iii. Appendix C: Assistive Technology for Daily Living
 - iv. Appendix D: Assistive Technology for Deaf and Hard of Hearing
 - v. Appendix E: Assistive Technology for Electronic Aids for Daily Living
 - vi. Appendix F: Assistive Technology for Learning, Cognition, and Learning
 - vii. Appendix G: Assistive Technology for Mobility
 - viii. Appendix H: Assistive Technology for Recreation, Sports, and Leisure Equipment
 - ix. Appendix I: Assistive Technology for Low Vision and Blindness
8. Information and Assistance: Information and Assistance activities include the provision of information and support to individuals and provision of referrals to other entities. All these activities may be provided in person, over the telephone, via email, or other effective communication mechanisms.
9. Force Majeure Events include natural calamities and acts of nature, and to the extent, they take place in the United States, acts of terrorism, blockade, embargo, riot, public disorder, violent demonstrations, insurrection, rebellion, civil commotion, and sabotage.
10. State Level Activities, as defined by the Assistive Technology Act of 2004, as amended, (Public Law No. 108-364), are State Financing, ReUse, Device Loan, and Device Demonstration activities.
11. State Leadership Activities, as defined by the Assistive Technology Act of 2004, as amended, (Public Law No. 108-364), are Training Event, Public Awareness, Technical Assistance, and Information and Assistance.

VII. STATEMENT OF ABSOLUTION

1. The methodology for documentation shall not be amended, reinterpreted, or otherwise changed without an amendment, executed by the Subrecipient and FFAST.
2. FFAST reserves the right to disqualify data it deems not adhering to the following methodology.

VIII. METHODOLOGY FOR DOCUMENTATION OF SERVICES

1. Device Loans: The established loan period is 35 days. An occasion in which a device or devices were borrowed by an individual/entity who will use the device for one of the following purposes:

- a. Documented as one event: To make a decision (one decision) based on data, judgments, and other relevant information gained from trial use of the device in a natural environment with technical assistance available, upon request, from someone who has technical expertise related to the device(s) borrowed.
 - i. Under this purpose, if the same individual or entity requires additional time to make a decision, count each extension as a separate loan only if the loans result in a different decision.
 - ii. If the borrower is an “intermediary” borrowing on behalf of others, and the intermediary is requesting an extension to accommodate a second end-user, count each extension as a separate loan.
 - b. Documented as one event: To provide loaner equipment during device repair or while waiting for funding (no decision is involved).
 - i. Under this purpose, if the person requires the loaner equipment beyond the loan period, do not count an extension as a separate loan.
 - 1. An extension shall be counted as a separate loan if funding sources require trial periods in excess of 35 days.
 - c. Documented as one event: To provide accommodation for a time-limited event such as a meeting or hospital stay (no decision is involved).
 - i. Under this purpose, if an individual needs accommodation beyond the loan period, do not count an extension as a separate loan.
 - d. Documented as one event: To conduct training, self-education, or other professional development activities (no decision involved).
 - i. Under this purpose, do not count an extension as a separate loan.
2. Device Demonstrations: An occasion in which one or more devices were demonstrated, within the same category, to an individual with a disability or a small group who will make a decision (one decision) based on data, judgments, comparisons and other relevant information gained from the interaction with the equipment and demonstrator.
- a. An individual with a disability does not need to be present during the Device Demonstration but the beneficiary of the demonstration.
 - i. By the standard of an individual with a disability (one person), Device Demonstrations are not for the benefit of more than one individual with a disability.
 - b. The Subrecipient shall document Device Demonstrations as follows:
 - i. The number of individuals who participated in the Device Demonstration event,
 - ii. Such as individuals with disabilities, parents, educators, employers, providers of employment services, health care workers, counselors, other service providers, or vendors, and
 - iii. The type of assistive technology demonstrated.

- c. The Subrecipient shall use the following guidelines to determine the number of additional Device Demonstrations:
 - i. If the same individual with a disability or small group receives a demonstration of one or more devices in a different category with the intent of making a decision on a device within this category, document each occasion as separate Device Demonstration events,
 - ii. If the same individual with a disability or small group receives a demonstration of one or more devices from the same category as the initial device demonstration but shown different features, with the intent of making a decision, document each occasion as separate Device Demonstration events, or
 - iii. If the same individual with a disability or small group receives a demonstration of one or more devices from the same category as a requirement of a funding source with the intent of making a decision on a device within this category, document each occasion as separate Device Demonstration events.
- 3. Training Events: A Training Event is an occasion, planned in advance and for a specific purpose or audience, which are designed to increase participants' knowledge, skills, and competencies regarding assistive technology.
 - a. To be considered a Training Event, the Subrecipient needs to meet the following guidelines:
 - i. Planned.
 - 1. Training Events have a specific Purpose or Audience.
 - ii. Established Goal.
 - 1. Goals are limited to one of the following:
 - a. To Increase Knowledge
 - b. To Increase Skills
 - c. To Increase Competencies
 - i. If the event's purpose is to inform the audience of services provided by FFAST or general assistive technology information, this event is a Public Awareness activity and documented as such.
 - iii. The intended audience size is small or large groups.
 - 1. Activities designed for one person are Information and Assistance and documented as such.
 - iv. Designed to be delivered either:
 - 1. In-person,
 - 2. Via telecommunications, or
 - 3. Other distance learning mechanisms.
 - v. Designed to document attendees.
 - vi. Designed to include an evaluation of the event.

- b. The Subrecipient shall document a Training Event as follows:
 - i. Completion of the FAAST Planning Form for Training Events.
 - 1. Appendix J: FAAST Planning Form for Training Events
 - ii. The number of individuals who participated in the Training Event,
 - 1. Such as individuals with disabilities, parents, educators, employers, providers of employment services, health care workers, counselors, other service providers, or vendors
 - iii. The topic of the training.
 - iv. To the extent practicable, a list of attendees.
 - 1. Appendix K: FAAST Training Attendance Verification Form
 - 2. Appendix L: FAAST Training Attendee List
 - v. To the extent practicable, the geographic distribution of attendees.
 - vi. To the extent practicable, Training Event evaluation forms for each participant.
 - 1. The Subrecipient may use their Training Event evaluation form.
 - 2. Appendix M: FAAST Training Event Evaluation Form
 - c. The Subrecipient shall use the following guidelines to determine the number of additional Training Events:
 - i. For a series, each Training Event shall count as a separate Training Event,
 - ii. A Training Event may include the same participants if the trainer uses a hierarchical method of building on skills and competencies, count each occasion as a separate Training Event, or
 - d. **PLEASE NOTE:** A Training Event which occurs on the same day and includes the same participants, but focuses on different skills and competencies.
 - i. The Subrecipient shall count the occasion as one Training Event.
 - 1. The Subrecipient shall develop a topic for this event which best summarizes what occurred.
4. Assistive Technology Usage/Troubleshooting: Documented as one event each time the Subrecipient works with an individual with a disability on how to use a particular assistive technology device or troubleshoots problems on a particular assistive technology device.
- a. Documented as Information and Assistance.
5. Information and Assistance: Documented as one event each time a Subrecipient responds to requests for information and/or puts individuals in contact with other agencies, organizations, or companies that can provide them with needed information on assistive technology products, devices, services, or funding sources or provides intensive assistance to individuals about assistive technology products, devices, services, or funding sources. This information may be provided in person, over the telephone, via email, or by some other communication mechanism.

- a. The Subrecipient shall report the number of individuals provided Information and Assistance services by category of the individual and by the content of the assistance provided.
- 6. Public Awareness: The Subrecipient is to document activities as Public Awareness which do not meet the criteria for Device Loans, Device Demonstrations, and Training Events.
 - a. The Subrecipient shall report the number of participants.

IX. DELIVERABLES

1. The Subrecipient shall provide 180 Device Loans.
 - a. The following are not deliverables but best-practice benchmarks.
 - i. 50 Device Loans should be the result of Device Demonstrations.
 - ii. 90 Device Loans should assist in the decision-making process.
2. The Subrecipient shall conduct 180 Device Demonstrations.
 - a. The following are not deliverables but best-practice benchmarks.
 - i. The ratio between a Device Demonstration and the primary participant, an Individual with a Disability should be 1:1.
 - ii. Device Demonstrations shall include no more than one individual with a disability.
 - iii. The Subrecipient shall document Device Demonstrations having more than two individuals with a disability as a Public Awareness.
3. The Subrecipient shall conduct 140 Training Events.
 - a. The following are not deliverables but best-practice benchmarks.
 - i. The average size of small group Training Events is two to 15 participants.
 - ii. Large group Training Events have more than 15 participants.
 - iii. The Subrecipient should conduct 70 small group Training Events and 70 large group Training Events.
 - iv. Public Awareness activities are events that provide general assistive technology information or an overview of FFAST services.
 1. Document these activities as Public Awareness.
 - v. FFAST shall audit all Training Events with over 50 participants.
 - vi. The Subrecipient shall participate in the FFAST Quarterly Webinar Series by conducting two Training Events using GoToTraining.
 1. Therefore, two of the 140 Training Events are the webinars.
4. The Subrecipient shall provide Assistive Technology Usage/Troubleshooting activities to 36 individuals with a disability.
5. The Subrecipient shall provide Information and Assistance services to 240 individuals about assistive technology products, devices, services, or funding sources.
6. The Subrecipient shall provide one story per quarter to FFAST, focusing on an individual with a disability and how assistive technology services helped her/him achieve a goal.

7. The Subrecipient shall develop a Secondary Service Area Outreach Plan.
 - a. The objective of the plan is for the Subrecipient to spend one day a month in a county listed in their Secondary Service Area beginning in January 2020.
 - i. Appendix N FFAST Secondary Outreach Plan
 - ii. The Subrecipient shall include travel for this activity in its budget.
 - b. The Subrecipient shall spend a total of nine days in a county listed in their Secondary Service Area.
 - i. The Subrecipient may request travel funding from FFAST as part of the Secondary Service Area Outreach Plan.
8. The Subrecipient shall publish one story in its organization newsletter or similar medium focusing on its partnership with FFAST, assistive technology services, and the importance of community-based services.
 - a. The Subrecipient shall provide FFAST with distribution statistics.
9. The Subrecipient shall provide FFAST will a list of devices needed to perform activities outlined in the contract, not to exceed \$8,000, by December 31, 2019.
10. The Subrecipient shall use data collection tools designated by FFAST to report data relating to services outlined in this contract.

X. PRIMARY SERVICE AREA

The Subrecipient declared the following counties as its primary service area:

1. County 1
2. County 2
3. County 3, and
4. County 4 Counties

XI. SECONDARY SERVICE AREA

The Subrecipient declared the following counties as its secondary service area:

1. County 1,
2. County 2,
3. County 3, and
4. County 4

XII. SOURCE OF FUNDING

1. The Florida Department of Education sponsors FFAST. The Assistive Technology Advisory Council (ATAC) directs assistive technology services in accordance with Section 413.407, Florida Statutes.
 - a. The ATAC ensures FFAST provides coordination and delivery of appropriate, cost-effective, state-of-the-art assistive technology services.
2. On July 1, 2005, the State of Florida codified the federal mandates established in the Assistive Technology Act of 2004, as amended, (Public Law No. 108-364), House Bill 1099 (LOF Ch. 2005-204) amended Section 413.407, Florida Statutes, to incorporate those mandates into the responsibilities of the ATAC.

3. FFAST, a not-for-profit corporation for which the ATAC acts as the board of directors, manages assistive technology services and provides administrative and technical support to the ATAC.
4. The Division of Vocational Rehabilitation has received General Revenue funds and has the authority pursuant to the 2018-2019 General Appropriations Act to distribute state financial assistance funds to FFAST.
5. The Florida Department of Education has received Federal Funding under Grant Number 1701FLSGAT (CFDA #93.464) from the United States Department of Health & Human Services earmarked for assistive technology. The Department has the authority pursuant to the General Appropriations Act and Section 413, Florida Statutes, to provide these federal assistance funds to FFAST.
6. FFAST exercises its authority as a not-for-profit corporation, governed by Section 617, Florida Statutes, to establish contracts with subrecipients to provide services mandated under Section 413.407 and Public Law No. 108-364.

XIII. REQUIRED OUTCOME OF THE CONTRACT

The Subrecipient shall meet the requirements of the contract by providing assistive technology services and meeting objectives stated in **IX. DELIVERABLES**.

XIV. FORCE DE MAJEURE

1. In the event of Force de Majeure along with a governmental declaration, the Subrecipient shall notify FFAST in the best manner, of the existence of an environment making it impossible to operate which threatens meeting objectives stated in **IX. DELIVERABLES**.
2. FFAST shall negotiate a contract amendment within 60 days of receiving the Subrecipient's notification.

XV. RENEWAL

1. Subject to the limitations outlined in Sections 287.057(13), and 287.058(1)(g), Florida Statutes, this contract is renewable at the option of FFAST.
2. FFAST shall provide advance written notice by August 31, 2020, of its decision to exercise its option.

XVI. TERMINATION

FAAST or the Subrecipient may terminate this contract by notifying the other party not less than sixty (60) days written notice to the other party. The parties shall send notices to:

| | For FAAST | For Subrecipient |
|----------------|-----------------------|------------------|
| Name | Michael Daniels | |
| Title | Executive Director | |
| Address Line 1 | 820 E Park Ave | |
| Address Line 2 | D – 200 | |
| City, State | Tallahassee, FL | |
| Zip Code | 32301 | |
| Telephone | 850-487-3278 | |
| Extension | 102 | |
| Fax Number | 850-575-4216 | |
| Email | mdaniels@faastinc.org | |

XVII. MONITORING

1. In addition to reviews of audits conducted in accordance with 2 CFR §200, Subpart F and Section 215.97, Florida Statutes, as revised (see **XVIII. AUDIT**), monitoring procedures may include, but not be limited to, on-site visits by FAAST staff, the Florida Department of Education staff, limited scope audits as defined by 2 CFR §200, Subpart F, and/or other procedures.
2. By entering into this contract, the Subrecipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by FAAST.
3. In the event FAAST determines that a limited scope audit of the Subrecipient is necessary, the Subrecipient agrees to comply with any additional instructions provided by FAAST.
4. The Subrecipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by FAAST, the Florida Department of Education’s Comptroller, the Florida Attorney General, or the United States Auditor General.

XVIII. AUDIT

1. **FEDERALLY FUNDS:** This part is applicable if the Subrecipient is a state or local government or a non-profit organization as defined in 2 CFR §200, Subpart F.
 - a. If the Subrecipient expends \$750,000 or more in federal awards in its fiscal year, the Subrecipient must have a single audit or program-specific audit conducted in accordance with the provisions of 2 CFR §200, Subpart F and all applicable federal regulations.
 - i. An independent auditor shall conduct the audit in accordance with generally accepted government auditing standards covering financial audits (2 CFR §200, Subpart F).

- b. In determining the federal awards expended in its fiscal year, the Subrecipient shall consider all sources of federal awards, including federal resources received from the Florida Department of Education.
 - i. The determination of amounts of federal awards expended should be in accordance with the guidelines established by 2 CFR §200.502. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR §200, Subpart F, Audit Requirements, will meet the requirements of this part.
 - c. In connection with the audit requirements, the Subrecipient shall also fulfill the criteria relative to auditee responsibilities as provided in 2 CFR §§200.508 and 200.512.
 - d. If the Subrecipient expends less than \$750,000 in federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 CFR §200, Subpart F is not required.
 - i. In the event that the Subrecipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR §200, Subpart F, then the cost of the audit must be paid from non-federal resources (i.e., the Subrecipient shall pay audit expenses from funds not obtained from federal entities).
 - e. 2 CFR §200, Subpart F is available by selecting Title 2 - Grants and Agreements at the following Office of Management and Budget's website: <https://www.ecfr.gov>.
2. STATE FUNDS: This part is applicable if the Subrecipient is a nonstate entity as defined by Section 215.97(2)(1), Florida Statutes.
- a. In the event that the Subrecipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year, the Subrecipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Executive Office of the Governor and Chapter 691.5 Department of Financial Services, and Chapters 10.550 (local government entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
 - i. In determining the state financial assistance expended in its fiscal year, the Subrecipient shall consider all sources of state financial assistance, including state financial assistance received from the Florida Department of Education, other state agencies, and other nonstate entities.
 - ii. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

- b. In conjunction with the audit requirements addressed in **XVIII AUDIT 2a**, the Subrecipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes.
 - i. The audit shall include submission of a financial reporting package as defined by Section 215.97(2)(d), Florida Statutes, and Chapters 10.550 (local government entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- c. If the Subrecipient expends less than \$750,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required.
 - i. In the event that the Subrecipient expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the nonstate entity's resources (i.e., the Subrecipient shall pay audit expenses from funds not obtained from state entities.)
- d. The following websites contain information useful in understanding and complying with the Florida Single Audit Act:
 - o Directory to State Government <http://www.myflorida.com/directory>
 - o Florida Department of Financial Services <https://apps.fldfs.com/fsaa/singleauditact.aspx>
 - o Auditor General <https://flauditor.gov/>
 - o Current Florida Statutes <http://www.leq.state.fl.us/Statutes/index.cfm?Tab=statutes&submenu=1>

XIX. ROLE OF SUBRECIPIENT

1. The Subrecipient shall follow FFAST Service Standard Operating Procedures and provide services to individuals living in its primary and secondary service delivery areas.
 - a. FFAST shall provide the Subrecipient with a copy of the FFAST Service Standard Operating Procedures by October 15, 2019.
2. The Subrecipient shall maintain a regional Device Loan program, conduct satisfaction surveys of those receiving Device Loans, recover all loaned devices, and maintain records of all device loan transactions, loan agreements, and satisfaction surveys.
3. The Subrecipient shall the following reports:
 - a. Device Loan End Date Report
 - b. Device Loan End Date Review CSV file
 - c. Device Demonstration Report
 - d. Device Demonstration Review CSV file
 - e. Training Report
 - f. Training Review CSV file
 - g. FFAST Planning Form for Training Events

- h. FFAST Training Attendance Verification Form
 - i. FFAST Training Attendee List
 - j. FFAST Training Event Evaluation Form
 - i. The Subrecipient may use their training event evaluation form.
 - k. Information and Assistance Report
 - l. Invoice
 - m. Budget Reconciliation spreadsheet
4. The Subrecipient shall submit all reports to FFAST using the Monthly Invoicing and Deliverable Database with Little Effort website by the 5th day of the month.
 5. The Subrecipient shall maintain a financial reconciliation report to support the receipt, accounting for, allocation of and disbursement of all funds awarded under this contract and shall submit an itemized financial report showing the original estimated budget and year-to-date cumulative expenditures.
 6. It is the responsibility of the Subrecipient to enter data into approved data collection tools correctly.
 7. The Subrecipient shall not enter into any sub-agreements under this contract.
 8. The Subrecipient shall notify FFAST of any unspent funds by October 15, 2020.
 9. The Subrecipient shall maintain its own operational policies and procedures manual.
 10. The Subrecipient shall maintain its own accounting policies and procedures manual.

XX. ROLE OF FFAST

1. FFAST shall disburse funds promptly to the Subrecipient.
2. FFAST designates the Executive Director, the Executive Assistant, Deputy Director, and Comptroller to act for FFAST in matters pertaining to this contract to analyze and approve monthly deliverable reports, which must include before processing an invoice on the Subrecipient's letterhead, all deliverable reports and review files, and financial reconciliation report.
3. FFAST shall provide the Subrecipient a monthly desktop monitoring report for review to address discrepancies and take required corrective actions as applicable.
4. FFAST and the Subrecipient shall agree monthly to the number of deliverables reported.
 - a. After FFAST and the Subrecipient agree on the number of deliverables, FFAST shall not accept any amendments.
 - b. If the Subrecipient wishes data from a month included on its performance report, it should enter performance data in the following month and use the first day of the month as the service date.
5. FFAST shall provide technical assistance as appropriate or as requested by the Subrecipient to avoid any delays in providing services in accordance with the terms and conditions of this contract.

XXI. PROPERTY AND EQUIPMENT

1. All equipment, defined as tangible property of a non-consumable nature that has an acquisition cost of \$500 or more and an expected life of at least one year, and acquired with funds from this contract shall be inventoried and entered in the FAAST data collection inventory system.
2. All equipment purchased through this contract is the property of FAAST.

XXII. PAYMENTS

1. Direct Costs
 - a. FAAST shall reimburse the Subrecipient for direct costs not to exceed Six Thousand Seven Hundred Fifty Dollars (\$6,750) per month for the first eleven months.
 - i. Total funds for the first eleven (11) months of the contract shall not exceed Seventy-four Thousand Two Hundred Fifty Dollars (\$74,250).
2. Indirect Costs
 - a. FAAST shall reimburse the Subrecipient for indirect costs at a rate of ten percent of direct costs not to exceed Seven Hundred Fifty Dollars (\$750) per month for the first eleven (11) months.
 - b. Total funds for the first eleven months shall not exceed Eight Thousand Two Hundred Fifty Dollars (\$8,250).
3. Total Payments
 - a. Total payments for the first eleven months shall not exceed Eighty-Two Thousand Five Hundred Dollars (\$82,500).

XXIII. FINANCIAL CONSEQUENCES

1. The Subrecipient has agreed to provide, at a minimum, the total number of units identified in this contract (see **XI. DELIVERABLES**).
2. If for any reason, the Subrecipient does not achieve the established minimum level of service, FAAST shall impose financial consequences.
3. FAAST shall adjust the final payment as appropriate.
4. FAAST shall apply financial consequences as stated in the chart below.
5. FAAST shall assess financial consequences using the following formula:
 - a. Performance – Annual Goal = +#
If the sum is a positive number, no penalties shall be applied.
 - b. Performance – Annual Goal = - #
If the sum is a negative number, sanctions shall be applied using the following formula
 - c. $((- \# * -1) * \text{Financial Consequence from the Chart Below})$
6. FAAST may, in its sole discretion, offer the Subrecipient an extension for any listed deliverables during which the indicated financial consequences shall not apply.

- a. FFAST shall provide notification of any extension to the Subrecipient in writing.
 - b. FFAST shall develop an action plan and include a due date for all granted extensions.
 - c. The Subrecipient shall complete the action plan and provide FFAST with proof by the due date.
 - d. If the Subrecipient fails to provide FFAST with proof by the due date, FFAST shall apply the financial consequences to the Subrecipient's final payment.
7. FFAST may, in its sole discretion, grant a waiver of financial consequences if the Subrecipient provides FFAST with a detailed explanation stating why it did not meet a deliverable.
 8. The Subrecipient shall not consider financial consequences to be penalties.

Chart of Financial Consequences

| Deliverable | Annual Goal | Financial Consequence Rate | Maximum Consequence |
|---|--------------------|-----------------------------------|----------------------------|
| Device Loans | 180 | \$13.04 | \$2,347.00 |
| Device Demonstrations | 180 | \$13.04 | \$2,347.00 |
| Training Events | 140 | \$4.80 | \$672.00 |
| Assistive Technology Usage/Troubleshooting | 36 | \$4.80 | \$172.80 |
| Information and Assistance | 360 | \$4.80 | \$1,152.00 |
| Success Stories | 4 | \$50.00 | \$200.00 |
| Secondary Service Area Outreach Plan | 1 | \$58.80 | \$58.80 |
| Days required in Secondary Service Area | 9 | \$50.00 | \$450.00 |
| Story in Subrecipient Newsletter | 1 | \$50.00 | \$50.00 |
| Subrecipient Newsletter Distribution Statistics | 1 | \$50.00 | \$50.00 |

Example of Annual Performance Data and Financial Consequences

| Deliverable | Performance | Annual Goal | Difference | Financial Consequence Rate | Consequence |
|---|--------------------|--------------------|-------------------|-----------------------------------|--------------------|
| Device Loans | 181 | 180 | 1 | \$13.04 | None |
| Device Demonstrations | 137 | 180 | -43 | \$13.04 | \$560.72 |
| Training Events | 197 | 140 | 57 | \$4.80 | None |
| Assistive Technology Usage/Troubleshooting | 49 | 36 | 13 | \$4.80 | None |
| Information and Assistance | 303 | 180 | 123 | \$4.80 | None |
| Success Stories | 3 | 4 | -1 | \$50.00 | \$50.00 |
| Secondary Service Area Outreach Plan | 1 | 1 | 0 | \$58.80 | None |
| Days required in Secondary Service Area | 7 | 9 | -2 | \$50.00 | \$100.00 |
| Story in Subrecipient Newsletter | 1 | 1 | 0 | \$50.00 | None |
| Subrecipient Newsletter Distribution Statistics | 0 | 1 | -1 | \$50.00 | \$50.00 |
| Total Sanctions | | | | | \$760.72 |
| Last Payment | | | | | \$6,739.28 |

XXIV. FINAL PAYMENT

1. The final payment ending September 30, 2019, shall be based upon year-to-date budget reconciliation.
2. FFAST shall include any financial consequences in the final payment.
3. FFAST shall reduce the final payment by considering year-to-date budget reconciliation and the amount of financial consequences.
4. Appendix O: FFAST Final Payment Invoice

XXV. BUDGET INSTRUCTIONS

1. The Subrecipient shall provide FFAST with estimated line items for this contract.

2. All estimated expenditures should represent an anticipated actual cash outlay allocated.
3. Budget expenditures are only for allowable costs in accordance with limits specified in **XXII. PAYMENTS** and **XXIV. FINAL PAYMENT**.
4. The Subrecipient shall use Appendix P: FFAST Budget Narrative Spreadsheet for the contract's budget.

XXVI. BUDGET CATEGORIES

1. The following is a list of budget categories:
 - a. Personnel
 - b. Benefits
 - c. Direct Costs
 - d. Indirect Costs
 - e. Expenditures with a Cost Objective that provides a mutual benefit to the contract.
2. The Subrecipient shall not establish new budget categories.
3. **Please Note:** Travel rates and expenses must be within limits established in Section 112.061, Florida Statutes.
4. **Please Note:** The Subrecipient shall not use any contract funds for lodging through Airbnb.

XXVII. MATCHING FUNDS

1. The Subrecipient shall provide matching funds of not less than Thirty-three Percent (33%) of the total contracted amount.
2. The Subrecipient must match \$1 for every \$3 provided by FFAST to reach the 33% threshold.
3. The Subrecipient shall maintain documentation of expenses.
4. The match requirement may be satisfied by values placed on in-kind contributions or through grantee-incurred costs, or by a combination of the two.
5. No more than Fifty Percent (50%) of the match threshold shall be "in-kind."
6. No more than Five Percent (5%) of the match threshold shall be volunteer time.
7. The Subrecipient may use other state and federal grants to reach the match threshold.

XXVIII. DIRECT COSTS

1. The Subrecipient shall budget estimated expenditures directly traceable to providing services.
2. The Subrecipient shall also budget estimated expenditures that have a mutual benefit to the **V. SCOPE OF WORK**.
 - a. Examples include program area rent and professional liability insurance.

- b. These expenditures use an allocation rate of Seventy Percent (70%) for State Level activities and Thirty Percent (30%) for State Leadership activities.

XXIX. INDIRECT COST

The Subrecipient shall receive payment for indirect costs at a rate of Ten Percent (10%) of Direct Costs.

XXX. BUDGET APPROVAL

1. FAAST shall review the Subrecipient's Budget Narrative.
2. FAAST shall reserve the right to request budget revisions until both FAAST and the Subrecipient agree to a final budget.

XXXI. REPORT SUBMISSION

1. Electronic copies of reporting packages for audits conducted in accordance with 2CFR, Part 200.500, as revised, and required by this contract shall be submitted using Monthly Invoicing and Deliverable Database with Little Effort.
2. Any reports, management letter, or other information required to be submitted to FAAST pursuant to this contract shall be submitted timely in accordance with 2 CFR, Part 200, Subpart F, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
3. The Subrecipient, when submitting financial reporting packages to FAAST for audits done in accordance with 2 CFR, Part 200, Subpart For Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to FAAST in correspondence accompanying the reporting package.
4. As used in this contract, the term "Deliverable" refers to tangible "commodities," as defined in 287.012(5,) Florida Statutes, which the Subrecipient provides according to **IX. DELIVERABLES** reports or other documentary evidence which demonstrate that the Subrecipient has performed the services required by the contract.
 - a. The following provisions govern Deliverables, as applicable:
 - i. The Subrecipient shall provide all contract documentation to FAAST electronically.
 - ii. A Deliverable is not received until FAAST has physical control.

XXXII. SCHEDULE OF SUBMISSION FOR INVOICES, PERFORMANCE REPORTS, AND BUDGET RECONCILIATIONS

1. The schedule of submissions for payments related to contract deliverables received and approved are set forth below.
2. The receipt of all documentation shall govern the actual date of payment.

| Submission Date | Report Period | Baseline Payment | Indirect |
|-----------------|-----------------|-----------------------|---------------------|
| 11/05/2019 | October 2019 | Not to exceed \$6,750 | Not to exceed \$750 |
| 12/05/2019 | November 2019 | Not to exceed \$6,750 | Not to exceed \$750 |
| 01/05/2020 | December 2019 | Not to exceed \$6,750 | Not to exceed \$750 |
| 02/05/2020 | January 2020 | Not to exceed \$6,750 | Not to exceed \$750 |
| 03/05/2020 | February 2020 | Not to exceed \$6,750 | Not to exceed \$750 |
| 04/05/2020 | March 2020 | Not to exceed \$6,750 | Not to exceed \$750 |
| 05/05/2020 | April 2020 | Not to exceed \$6,750 | Not to exceed \$750 |
| 06/05/2020 | May 2020 | Not to exceed \$6,750 | Not to exceed \$750 |
| 07/05/2020 | June 2020 | Not to exceed \$6,750 | Not to exceed \$750 |
| 08/05/2020 | July 2020 | Not to exceed \$6,750 | Not to exceed \$750 |
| 09/05/2020 | August 2020 | Not to exceed \$6,750 | Not to exceed \$750 |
| 10/05/2020 | September, 2020 | \$7,500 | |

XXXIII. BUDGET RECONCILIATION

1. The Subrecipient shall submit Appendix Q: FFAST Budget Reconciliation Spreadsheet as a monthly, quarterly, and annual budget reconciliation to FFAST no later than the Twentieth (20th) of the month following the end of each billing period.
2. FFAST shall audit the budget reconciliation spreadsheet and request additional documentation of expenses.
3. The Subrecipient shall submit travel expenses in accordance with 112.061, Florida Statutes.

XXXIV. INVOICE

The invoice shall include, at a minimum:

1. The Subrecipient's name, address, telephone, Federal ID Number, and contract number,
2. The time period, description of deliverables completed, and the amount requested,
3. The Subrecipient Approval Authority, Title, and Date of authority's signature, and
4. The following attestation: "I hereby certify, as an authorized representative of the Subrecipient, that the amounts claimed on this invoice are true and accurate amounts due for the services rendered and are payable in full in accordance with the terms of the contract."
5. Appendix R: FFAST Monthly Invoice

XXXV. AUDIT OF DELIVERABLES

1. The Subrecipient and FFAST shall conduct tests on each deliverable.
2. The inspection and approval of the deliverable shall not be subject to the five (5) day provision in s. 215.422, Florida Statutes.
3. In each case of a deliverable of information technology, as defined at s. 287.012(14.) Florida Statutes, the acceptance testing plan is deemed to include as a minimum the reliable performance of the information technology in accordance with its design specifications in:
 - a. a test environment that simulates the production environment as much as is reasonably possible; and
 - b. assurance the production environment was sufficient for the information technology to have experienced the major foreseeable exigencies of the production functions.
4. The FFAST inspection shall determine whether or not the deliverables appear to comply with the contract.
 - a. FFAST shall notify the Subrecipient in writing of any apparent deficiency.
 - i. The written notice shall detail the specific action required by the Subrecipient to correct the deficiency.
 - b. The Subrecipient shall timely correct such deficiency and resubmit the deliverable for acceptance.
5. The deliverables specified in the contract must be received and accepted in writing by FFAST before the Subrecipient is entitled to payment.

XXXVI. STANDARD TERMS AND CONDITIONS

1. FFAST may unilaterally cancel this contract if the Subrecipient refuses to allow access by members of the public to all documents, papers, letters, and materials made or received in conjunction with the contract that is subject to Chapter 119, Florida Statutes, and are not exempt from public inspection by 119.071, Florida Statutes, or by other provisions of general or special law.
2. The Subrecipient shall complete all services on or before the date(s) specified in the contract.
3. In fulfilling its obligations under this contract and Chapter 119, Florida Statutes; the Subrecipient must comply with the requirements outlined in 119.0701, Florida Statutes.
 - a. If the Subrecipient fails to comply with a public records request pursuant to Chapter 119, Florida Statutes, FFAST may take any action under this contract necessary to ensure compliance with Florida's public records laws, including, but not limited to, demanding compliance with a public records request, seeking indemnification from the Subrecipient regarding an action brought to enforce a public records request sent to the Subrecipient, or terminating the contract. Pursuant to 119.0701, Florida Statutes, Contractor must:

4. The Subrecipient shall keep and maintain public records required by FFAST to perform the services outlined in the contract;
 - a. Upon request from FFAST the Subrecipient must provide FFAST with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Florida Statutes, or as otherwise provided by law;
 - b. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements except as authorized by law for the duration of the contract term and following completion of the contract if the Subrecipient does not transfer the records to FFAST; and
 - c. Upon completion of the contract, transfer, at no cost, to FFAST all public records in possession of the Subrecipient or keep and maintain public records required by FFAST to perform the services outlined in the contract.
5. If the Subrecipient transfers all public records to FFAST upon completion of the contract, the Subrecipient shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
6. If the Subrecipient keeps and maintains public records upon completion of the contract, the Subrecipient shall meet all applicable requirements for retaining public records.
7. All records stored electronically must be provided to FFAST, upon request from the Subrecipient's custodian of public records, in a format that is compatible with the information technology systems of FFAST.
8. IF THE SUBRECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUBRECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS.
 - a. Florida Department of Education
Attn: Contract Custodian
325 W. Gaines Street, Suite 344
Tallahassee, FL 32399-0400
850-245-0735
9. FFAST further warrants that as to each deliverable produced pursuant to this contract, the Subrecipient's production of the deliverable, and FFAST use of the deliverable, will not infringe on the copyrights of any third party.
 - a. This provision applies to each work of authorship in which copyrights subsist pursuant to 17 U.S.C. Sections 102-105 and to each exclusive right established in 17 U.S.C. Section 106.
10. If the Governor and Cabinet are required to impose a mandatory reserve on appropriations, FFAST shall amend this contract to place in reserve the amount determined by FFAST to be necessary because of the mandatory reserve.
 - a. Such amendments may provide for adjustments in the deliverable products and services as may be necessary.

11. Pursuant to 216.347, Florida Statutes, the Subrecipient shall not use funds awarded under this contract to lobby the Legislature, the judicial branch, or a State agency.
12. The Subrecipient understands that 20.055, Florida Statutes, requires every subrecipient to cooperate with the Florida Department of Education's Inspector General in any investigation, audit, inspection, review, or hearing; and the subrecipient shall comply with this requirement.
 - a. The subrecipient shall grant access to all records pertaining to the contract to the Florida Department of Education's Inspector General, General Counsel and other agency representatives, the State Auditor General, the Office of Program Policy and Government Accountability, and the Chief Financial Officer.
13. The Subrecipient agrees to permit onsite visits by FFAST employees or agents to conduct audits to ensure compliance with Section 20.055, Florida Statutes.
 - a. These audits may require FFAST have access to records and data, computers and communications devices, and other materials whether owned or operated by the Subrecipient.
 - b. 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 Subrecipient's equipment or premises; access to work areas; and access to interactively monitor and log traffic on the Subrecipient's networks.
14. The Subrecipient must carry general liability insurance, which shall include errors and omissions coverage.
 - a. The amount of coverage shall be a minimum of \$1,000,000 or the aggregate total of all contractual agreements between the Subrecipient and FFAST.
 - b. The Subrecipient shall add FFAST as an additional insured on the general liability coverage.
 - c. The insurance shall cover all of the Subrecipient's operations under this contract and shall be effective throughout the term of this contract, as well as any renewals or extensions to it.
 - d. It is not the intent of this contract to limit the types of insurance otherwise required by this contract or that the Subrecipient may desire to obtain or be required to obtain by law.
 - e. The Subrecipient must submit a Certificate of Insurance indicating coverage for general liability purposes and additional insured coverage and shall maintain and pay for the same throughout the Term of this contract.
 - f. The Subrecipient shall submit to FFAST before the execution of the contract a Certificate of Insurance indicating adequate coverage.

- g. Any insurance policies shall be through insurers qualified to do business in Florida.
15. The Subrecipient may not assign or subcontract all or any portion of this contract.
 16. FFAST and the Subrecipient waive application of the principle of contract construction that ambiguities are to be construed against a contract's drafter, and agree that this contract is their joint product.
 17. FFAST and the Subrecipient acknowledge that they have had their respective attorneys review and approve this contract or that they have had the opportunity to do so.
 18. The laws of the State of Florida shall govern this contract.
 19. The venue for purposes of any action brought to enforce or construe the contract shall lie in Leon County, Florida.
 20. Failure of FFAST to declare any default immediately upon the occurrence or knowledge thereof, or delay in taking any action in addition to that, does not waive such default.
 21. FFAST shall have the right to declare any such default at any time and take such action as might be lawful or authorized under the contract, at law, or in equity.
 22. No waiver of any term, provision, condition or covenant of the contract shall be deemed to imply or constitute a further waiver of any other term, provision, condition or covenant of the contract.
 23. A waiver of any default under the contract shall result in FFAST not providing payment to the Subrecipient.
 24. Time is of the essence with regard to obligations contained in the contract.
 - a. Each obligation shall be material, and a breach of any such obligation (including a breach resulting from the untimely performance thereof) shall constitute a material breach.
 25. The Subrecipient shall indemnify and hold harmless FFAST, its attorneys, agents and employees, from and against any and all third party claims, suits, debts, damages, and causes of action, whatsoever, whether arising in law or in equity, arising out of or relating to Subrecipient performance or failure to perform under this contract.
 26. The indemnification shall include reasonable attorney fees and costs incurred by FFAST, its attorneys, agents, and employees, in defense of any such claim, suits or causes of action, as aforesaid.
 27. Should the Subrecipient fail to perform to contract terms and conditions, the Subrecipient shall be notified in writing, stating the nature of the failure to perform and providing a time certain (which shall be not less than Ten (10) days following receipt of such notice) for correcting the failure.
 - a. FFAST shall deal with failure to perform within accordance with Rule SOA-1.006, F.A.C.
 28. Any person or affiliate placed on the convicted vendor list following a conviction:

- a. May not submit a bid on a contract to provide any goods or services to a public entity,
 - b. May not submit a bid on a contract with a public entity for the construction or repair of a public building or public work,
 - c. May not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and
 - d. May not transact business with any public entity over the threshold amount provided in 287.017, Florida Statutes, for Thirty-six (36) months from the date of being placed on the convicted vendor list.
29. The employment of unauthorized aliens by any the Subrecipient is considered a violation of Section 274A(e) of the Immigration and Nationality Act.
- a. If the Subrecipient knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract.
 - b. Also, under State of Florida Executive Order No. 11-116, the Subrecipient shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment of all new employees hired by the Subrecipient during the contract term.
 - c. Also, the Subrecipient shall include in related subcontracts a requirement that subcontractors performing work or providing services pursuant to the contract utilize the E-Verify system to verify employment of all new employees hired by the subcontractor during the contract term.

XXXVII. MYFLORIDAMARKETPLACE

1. MyFloridaMarketplace Vendor Registration
 - a. Each Vendor doing business with the State of Florida for the sale of commodities or contractual services as defined in section 287.012, Florida Statutes, shall register in MyFloridaMarketPlace, in compliance with Rule SOA-1.030, Florida Administrative Code, unless exempt under Rule SOA-1.030(3) Florida Administrative Code.
2. MyFloridaMarketplace Transaction Fee
 - a. The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system. Pursuant to section 287.057(22), Florida Statutes, all payments for commodities and contractual services as defined in Section 287.012, Florida Statutes, shall be assessed a Transaction Fee which the Vendor shall pay to the State, unless exempt under Rule SOA-1.032, Florida Administrative Code.
 - b. Notwithstanding the provisions of Rule SOA-1.030, the assessment of a Transaction Fee shall be contingent upon federal approval of the Transaction Fee assessment program and continued payment of applicable federal matching funds.

- d. The State shall deduct any transaction fees or payments within the State accounting system (FLAIR or its successor), to the Vendor.
- e. If the automatic deduction is not possible, the Vendor shall pay the Transaction Fee pursuant to Rule SOA-1.031(2), Florida Administrative Code.
- f. By submission of these reports and corresponding payments, Vendor certifies their correctness.
- g. All such reports and payments shall be subject to audit by the State or its designee.
- h. If the Vendor purchases any item(s), and the item(s) returned, the vendor shall receive a credit for any Transaction Fee paid by the Vendor for the purchase through no fault, act, or omission of the Vendor.
- i. Notwithstanding the preceding, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the Vendor's failure to perform or comply with specifications or requirements of the agreement.
- j. Failure to comply with these requirements shall constitute grounds for declaring the Vendor in default and recovering procurement costs from the Vendor in addition to all outstanding fees.
- k. THE STATE SHALL EXCLUDE VENDORS DELINQUENT IN PAYING TRANSACTION FEES.**
- l. The Subrecipient shall comply with all applicable Federal, State and County laws, ordinances, rules, and regulations applicable to the Subrecipient and applicable to its performance under this contract.
- m. Anyone acting on behalf of the Subrecipient shall comply with Florida Administrative Code (F.A.C.) 74.2 and fully comply with all information technology security policies.
- n. If this contract is for goods or services over \$1,000,000, this contract may be terminated at the option of FFAST if the Subrecipient is found to have submitted a false certification,
 - i. as provided under subsection 287.135(5), Florida Statutes,
 - ii. been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or
 - iii. been engaged in business operations in Cuba or Syria.
- o. If the State executes this contract in multiple counterparts:
 - i. each of which shall be deemed to be an original and all of which shall constitute one contract,
 - ii. notwithstanding that all parties are not signatories to the original or the same counterpart, or
 - iii. that signature pages from different counterparts are combined, and the signature of any party to any counterpart shall be deemed to be a signature appended to any other counterpart.

XXXVIII. RECORDS RETENTION

1. The Subrecipient shall retain sufficient records demonstrating its compliance with the terms of this contract for five years from the date the audit report is issued and shall allow FFAST, the Florida Department of Education, or its designee, Comptroller, or Auditor General access to such records upon request.
2. The Subrecipient shall ensure that audit working papers are made available to FFAST, the Florida Department of Education, or its designee, Comptroller, or Auditor General upon request for five years from the date the audit report is issued, unless extended in writing by the Florida Department of Education.
3. NOTE: Records need to be retained for at least five years to comply with record retention requirements related to original vouchers prescribed by the Florida Department of State, Division of Library and Information Services, Bureau of Archives and Records Management.

XXXIX. CONTRACT ATTESTATION

The Subrecipient confirms this contract complies with all the following:

- Is a statement of work,
- Contains quantifiable and measurable deliverables,
- Contains performance measures,
- Contains financial consequences for non-performance,
- Contains terms and conditions,
- Meets all requirements of Florida law regarding contracts,
- Contains statements and tasks to support the contract and analysis of deliverables,
- Costs of the contract are the most advantageous to the state or offer the best value.

| FAAST | Subrecipient |
|--------------------|--------------------|
| _____ Name | _____ Name |
| _____ Title | _____ Title |
| _____ Signature | _____ Signature |
| _____ Date | _____ Date |

XL. DEVICE DEMONSTRATION ATTESTATION OF CORE COMPETENCIES

The Subrecipient confirms all personnel providing Device Loan and Device Demonstration services possess skills and knowledge listed in contract competencies.

| FAAST | Subrecipient |
|--------------------|--------------------|
| _____ Name | _____ Name |
| _____ Title | _____ Title |
| _____ Signature | _____ Signature |
| _____ Date | _____ Date |

XLI. APPROVAL AND EXECUTION

FAAST and the Subrecipient have caused this contract to be executed by their undersigned officials, duly authorized.

| FAAST | Subrecipient |
|--------------------|--------------------|
| _____ Name | _____ Name |
| _____ Title | _____ Title |
| _____ Signature | _____ Signature |
| _____ Date | _____ Date |