

STATE OF FLORIDA  
DEPARTMENT OF EDUCATION  
DIVISION OF VOCATIONAL REHABILITATION

CIL RECIPIENT AGREEMENT  
TRAINING



South Florida – August 8, 2006

Orlando – August 17, 2006

Tallahassee – August 23, 2006

**Presenter:**



***CIL Recipient  
Agreement  
Training***

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# Training Objectives



- *To increase the knowledge and understanding of the new 2006-2007 CIL Recipient Agreement.*
- *To advance accountability of the CIL program.*

# PURPOSE OF AGREEMENT

To provide funding for the provision, improvement and expansion of Independent Living Services, including the four Independent Living Core Services, for individuals with significant disabilities in the geographical areas identified in the State Plan.



# What is the required outcome?

- The recipient shall provide Independent Living Services consistent with the recipient agreement and the State Plan for Independent Living.
- Key words in managing this agreement are: Fiscal Responsibility, Accountability and Documentation (of both fiscal and service delivered)

Independent Living Services are to be consistent with a philosophy of:

- Consumer control
- Peer support
- Self help
- Self determination

# Independent Living Services

shall strive to maximize the leadership, empowerment, independence, productivity and full inclusion into the mainstream of society of persons with significant disabilities



# Funding Source

Funds are allocated to individual Centers for Independent Living that are in compliance with the Rehabilitation Act of 1973, as amended (*Section 725 (b) and (c)*) and Title 34 Code of Federal Regulations (CFR) 366, subparts F and G

**The amount of a Recipient Agreement reflects the amount allocated to the Recipient and is broken down by funding source as follows:**

- **Social Security Administration**
- **Title VII Part B\*\*\***
- **General Revenue**

*\*\*\*This portion of funding will not be available until October 1, 2006. The Recipient may neither provide nor bill services to the Title VII Part B portion of this Agreement until October 1, 2006.*

# **ROLE OF RECIPIENT**

# The Recipient shall:

Provide Independent Living services to eligible persons with significant disabilities as defined in 34 CFR 364.4;

to include the four independent Living Core Services, through a coordinated effort with community based and other referral services.

# The Recipient shall:

In accordance with 34 CFR 364.40, 34 CFR 364.41 and 34 CFR 364.51, determine and document eligibility of the consumer at a minimum.

# The Recipient shall:

**Provide Independent Living Services in accordance with the Independent Living Plan for each consumer.**

***34 CFR 364.52***

# The Recipient shall:

Staff the Independent Living Center at a minimum in accordance to 34 CFR 364.23



# The Recipient shall:

Maintain a consumer service record, at a minimum, for each applicant for Independent Living Services and for each individual receiving independent living services

***34 CFR 364.53***

# The Recipient shall:

Track and document in the consumer service record, the date and number of goals set and met by each consumer

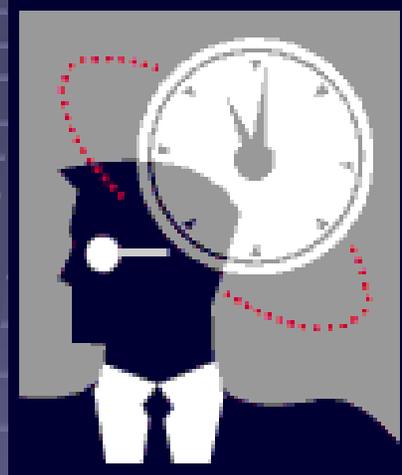
# The Recipient shall:

**Maintain contact logs to track and record all service hours provided under this Agreement.**

**Contact logs are maintained to identify :**

- **Type of service being provided**
- **Staff providing the service**
- **Date of service**
- **Hours of service**
- **Consumers receiving the service**

# The Recipient shall:



**Track, record, and allocate all service hours provided under the Recipient Agreement rounded to the nearest 15-minute increment**

# The Recipient shall:

Track, record, allocate and report  
services provided under a Recipient  
Agreement by funding source



# The Recipient shall NOT:

**Track, record, report  
and/or invoice any  
specific service hour or  
15-minute increment  
thereof to more than  
one funding source  
under a Recipient  
Agreement**



# The Recipient shall:

Record and report services provided to more than one individual at the same time or in a group setting based on the actual hours of service provided regardless of how many individuals are in attendance

# The Recipient shall:

**Notify the DOE/DVR Contract Manager of any unspent funds identified by the end of the Agreement.**

**Quarterly, the Recipient and Contract Manager will monitor expenditures through the budget reconciliation report.**



# The Recipient shall:



**Maintain financial records to  
support the receipt,  
accounting for, allocation of,  
and disbursement of all funds  
awarded under the Recipient  
Agreement**

# The Recipient shall:

**Maintain documents to support the delivery of services and make them available for review upon request**



# **The Recipient shall:**

**Respond to any written comments from the DOE/DVR to the Recipient regarding deficiencies in the Recipient's performance within the timeframe specified in such comments. The recipient shall either rectify such deficiencies or supply a reasonable written justification for not correcting such deficiencies**

# The Recipient shall:

**Notify the DOE/DVR Contract Manager immediately, in writing, should the Recipient become non-compliant with the standards and assurances in Section 725 (b) and (c) of the Rehabilitation Act of 1973, as amended, and/or subparts F and G of 34 CFR 366**

# The Recipient shall be in compliance with the following federal requirements:

- Personnel Administration (Sec. 12(c), 704(m) of the Act; 34 CFR 364.23);
- Personnel Development ( „ „ 34 CFR 364.24);
- Affirmative Action (Sec. 704(m)(2) of the Act; 34 CFR 364.31
- Nondiscrimination (34 CFR 76.500);
- Financial Administration (Sec. 704(M) (3) of the Act; 34 CFR 364.35);
- Financial Record keeping (Sec. 704(M) (4) (A) and B of the Act;34 CFR364.35;
- Access to Financial Records (Secs. 704.(M) (4) and (5) 34 CFR 364.37);
- Financial Reports (Sec. 704 (M)(4)(D); 34 CFR 364.36;
- Eligibility for Receipt of Services (Secs. 7(21) (B) and 703 of the Act; 34 CFR 364.51);
- Consumer Service Reports (Secs. 704(m)(B), 725 (8) of the Act; 34 CFR 364.53);
- Independent Living Plans (Sec. 704 (e) and 735 (14) of the Act; 34 CFR 364.52;
- Notice about the Client Assistance Program (Secs. 20 and 704(m) (1) of the Act; 34 CFR 364.30)

# **DOE/DVR RESPONSIBILITIES**

# DOE/DVR Responsibilities

**The Recipient Agreement will be monitored to determine the degree of compliance with the terms and conditions. The monitoring will usually be onsite. Most site visits will be scheduled.**

# DOE/DVR Responsibilities

**Program site visits will be conducted in accordance with the State Plan for Independent Living**

# DOE/DVR Responsibilities

**Negotiate with and provide direction  
to the Recipient in the use of  
unspent funds**

# DOE/DVR and Recipient Agree:

**That both parties work collaboratively in developing a Pre-Employment Plan and materials that would assist the Recipient in assessing a consumer for employment, educating the consumer about the DOE/DVR and/or referring the consumer to DOE/DVR to achieve the consumer's employment goals**

# DOE/DVR and Recipient Agree:

**To work collaboratively to develop recommendations for identifying performance outcomes that will measure the success of the program and demonstrate the quality of services provided to persons with disabilities and the linking of such outcomes to funding options**

# DELIVERABLES

# The Recipient shall:

**Complete and submit  
the Monthly  
Performance Report  
for Centers for  
Independent Living  
Program in  
accordance with  
Attachment B.III**



**For each funding source, the  
Recipient shall:**

**Quarterly submit an itemized  
expenditure report and a budget  
reconciliation report, including a  
brief explanation of any category  
with a variance of 10% or greater**

# DOCUMENTATION

# Why is Documentation Essential?

- To support the work you have done
- To evidence the accomplishments you made
- To demonstrate your fiscal accountability
- To avoid payment delays



# Recipient/Sub-recipient Documentation Responsibilities

**Documentation maintained by a recipient or sub-recipient should clearly demonstrate:**

- **Compliance with the agreement terms and conditions and all applicable laws and regulations**
- **Completion of the scope of work**
- **Deliverables have been met**
- **All funds have been accounted for and used appropriately**

# DOE/DVR Documentation Responsibilities

- Verify the provider's actual performance to the agreement terms and agreed upon performance indicators
- Ensuring any required audits are performed and received when due
- Evaluating audit findings and corrective action status
- Identifying and following any federal or state monitoring requirements

# DOE/DVR Documentation Responsibilities *(Cont'd)*

- Verify receipt of deliverables before approving invoice payment
- Compare and track payments against agreement terms
- Ensure timely approval of invoices
- Verify payment request is in accordance with agreement and expenditures are properly supported and accounted for

# EXPENDITURES

# An Expenditure of State Funds must be:

- Authorized by law and the expenditure must meet the intent and spirit of the law authorizing the payment.
- Organizations should refer to the *Reference Guide for State Expenditures* ([http://www.fldfs.com/aadir/reference\\_guide/](http://www.fldfs.com/aadir/reference_guide/)) and seek advice from their funding agency when determining whether specific purchases are allowable pursuant to the laws, rules, and requirements of their agreement and program.

# Common Expenditure Issues

- Travel – Must be in accordance with Section 112.061 Florida Statutes, for meals, mileage, etc.
- Promotional Items – Must have statutory authority to purchase
- Banquets/Catering – Generally unallowable unless there is specific statutory authority

# Common Expenditure Issues (Cont'd)

- Dumping/Stockpiling – (*Equipment/supply purchases made near the end of the agreement term*) Unallowable

# Examples of Generally Unallowable Expenditures:

Candy	Refrigerators**	Decorations
Alcohol	Banquets	Gifts/Flowers
Lobbying	Personal Cellular Phones	Entertainment
Food*	Fans/Heaters**	Promotional Items***
Refreshments	Greeting Cards	Office Parties

*\*Unless meals are in accordance with Section 112.061, F.S.*

*\*\*If Purchased for the personal convenience of staff*

*\*\*\*Generally requires specific statutory authority*

# **CRITERIA FOR FINAL COMPLETION OF RECIPIENT AGREEMENT**

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**Upon close-out and final monitoring of the Agreement by the DOE/DVR Contract Manager, the criteria for final completion of the Recipient Agreement are the delivery to and acceptance by the DOE/DVR Contract manager of all Deliverables required by the Agreement**

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# SANCTIONS

The Recipient has agreed:

**That should the Recipient be found to be out of compliance with any term or condition set forth herein, the DOE/DVR may withhold payment until all deficiencies are corrected.**

# INVOICES

# The Recipient shall:

**Submit properly  
completed invoices on  
Recipient's letterhead  
in detail sufficient for a  
proper pre-audit and  
post-audit thereof**



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**Should Recipient fail to submit invoices in accordance with the terms of the Recipient Agreement or if not specified within 30 days of the DOE/DVR acceptance of deliverables, the DOE/DVR shall not be responsible for payment thereof under the Recipient Agreement**

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# REFERENCES AND RESOURCE LINKS

# FEDERAL

- **The Rehabilitation Act of 1973, as amended**  
<http://www.access-board.gov/enforcement/Rehab-Act-text/intro.htm>
- **The Education Department General Administrative Regulations (EDGAR);**  
<http://www.sec.gov/edgar.shtml>
- **Title 34 Code of Federal Regulations (CFR) 364, 365, and 366;**  
<http://www.gpoaccess.gov/cfr/index.html>
- **OMB Circulars A-110, A-122 and A-133;**  
<http://www.whitehouse.gov/omb/circulars/>

# STATE

- **Florida Statutes** <http://www.leg.state.fl.us/Statutes/>
  - Chapter 413 (Part II), F. S.
  - Section 215.97, F.S. (FL Single Audit Act)
  - Section 112.061, F.S.
- **Florida Department of Financial Services  
Reference guide for State Expenditures**  
[http://www.fldfs.com/aadir/reference\\_guide/](http://www.fldfs.com/aadir/reference_guide/)
- **State Plan for Independent Living**  
[www.flailc.org/about.htm](http://www.flailc.org/about.htm)
- **Client Assistance Program (CAP)**  
<http://www.advocacycenter.org/programs/cap/index.html>