



## **Contract for Professional Consulting Services**

This Contract is entered into between Carvajal Consulting & Management (Consultant) and The Florida Endowment Foundation for Vocational Rehabilitation also known as The Able Trust.

### **I. Engagement and Scope of Work**

The Able Trust hereby engages Carvajal Consulting & Management in accordance with the terms and conditions set forth in this Contract.

#### **1. Purpose**

The Able Trust is retaining the Consultant to provide an analysis of the components of the required report (HB 7051, lines 404-445) and to develop a plan to achieve the planning, research, and policy development required to deliver the report to the Florida Legislature by December 1, 2023.

#### **2. Scope of Work**

The Consultant will be expected to develop a plan to use multiple methods and strategies for: gathering and analyzing information; developing findings and conclusions; and making recommendations and potential action strategies. The plan must include how to research systems in the state that provide services to persons with disabilities, including autism and development disabilities. The plan must take into consideration the following legislative requirements of the final report:

- Identify the current systems for service delivery to persons with disabilities, including operations, services, coordination activities, and structures.
- Identify barriers and obstacles in transportation for persons with disabilities living in the home or receiving community-based services for jobs, medical appointments, and peer-to-peer groups.
- Identify workforce issues related to direct support professionals, behavioral or mental health specialists, health care practitioners, and other individuals who assist with the provision of services to persons with disabilities.
- Examine the best practices for uniform and efficient service delivery and the coordination of and transition among systems, including transitioning out of high school.
- Examine federal and state law and rules that impact, or limit supports or services for persons with disabilities.
- Identify systemwide incongruity and inefficiencies in service delivery.
- Identify opportunities for job coaching and community participation supports including those opportunities for individuals who cannot or choose not to go into the community because of underlying issues.

The Consultant will:

- Clarify the expectations and parameters of the proposed research, by working with The Able Trust and representatives of the Florida Legislature and appropriate state agencies to agree upon legislative intent and expected outcomes.
- Conduct a review of existing laws, rules, research, and reports related to services and needs of persons with disabilities. This will include a review of documents, reports, and resources developed by state and federal agencies as well as private organizations.
- Design strategy for general and targeted outreach to solicit insights into the needs, challenges, and/or best practices associated with services for persons with disabilities. This strategy includes list building of key targeted audiences (e.g., those listed in legislation), as well as outreach and coordination with organizations that support, provide services, or advocate for persons with disabilities.
- Design framework for surveys, interviews, townhalls, and a web-based “information gathering portal”, with customized questions and/or pages for targeted audiences. This strategy also includes the design of a marketing campaign designed to increase awareness and participation in information gathering efforts.

## **II. PERIOD OF AGREEMENT**

The term of the Contract will be for a period of two (2) months with the possibility of an extension for full execution of the research project and completion of the legislatively required report. Extensions of the Contract will be based on satisfactory performance as determined by The Able Trust. This Contract is expected to commence on May 8, 2023, or date of final signature, and end June 30, 2023, unless an extension(s) is approved by The Able Trust.

## **III. COMPENSATION**

The Able Trust will make payments in the amount of \$10,000 per month for a total of two months with additional reimbursement of travel costs if required to complete the scope of work. All travel by the Consultant must be prior approved by The Able Trust. Payment is contingent upon satisfactory progress and completion of services and outcomes also outlined in Section I.2. Scope of Services.

## **IV. INDEPENDENT CONTRACTORS**

It is expressly agreed that the Consultant is acting as an independent contractor in performing the services of this agreement. The Consultant is an independent contractor solely for the purposes of and during the times the Consultant is performing contracted services. The Consultant is not an employee of The Able Trust, and this agreement does not entitle the Consultant to any benefits plan or arrangement of The Able Trust. The Consultant is responsible for the payment of all applicable federal, state, and local income taxes including, but not limited to, FICA and FUTA taxes, incurred as the result of compensation paid under this Contract. The Consultant is also responsible for all premiums or payments of Workers' Compensation coverage, unemployment benefits, or any other payments required by law to be made in connection with the compensation of Consultant under this Contract.

**V. TERMINATION**

Either party may terminate the term of this Contract immediately, based upon a breach or default of any of the terms or provisions contained in the Contract by the other party. Either party may terminate the term of this contract without cause with a thirty-day written notice to the other party.

**VI. INDEMNIFICATION**

Each party shall indemnify and hold the other harmless for any liabilities, claims, damages, costs and expenses, including reasonable attorney’s fees, caused or determined to have been caused by the negligent or fraudulent acts or omissions of the other party or as a result of a breach of this Contract. The Consultant will be responsible for securing appropriate insurance coverage.

**VII. ENTIRE AGREEMENT**

This Contract contains the entire understanding of the parties with respect to the subject matter of this Contract and supersedes all prior agreements, discussions, and negotiations, all of which are merged in this Contract. The Contract may not be changed orally, but only by an amendment in writing signed by both the Consultant and The Able Trust.

**VIII. OTHER CONTRACT TERMS**

All reports, content, materials, and resources produced from this project are the property of The Able Trust for use in ongoing and future disability-specific workforce development projects in Florida. All reports, content, materials, and resources created and owned by the Consultant prior to this project and used for this project are the property of the Consultant.

**CARVAJAL CONSULTING & MANAGEMENT**

**THE ABLE TRUST**



Antonio T. Carvajal  
President

Allison Chase  
President & CEO

*4 May 2023*

*May 8, 2023*

Date

Date

