



JEFFERSON COUNTY PUBLIC HEALTH

615 Sheridan Street • Port Townsend • Washington • 98368
www.jeffersoncountypublichealth.org

August 27, 2010

JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA REQUEST

TO: Board of County Commissioners
Philip Morley, County Administrator

FROM: Jean Baldwin, Director

DATE: December 13, 2010

SUBJECT: Agenda Item – Professional Services Agreement – Creative Employment Consultants, Amendment #1; November 4, 2009 – June 30, 2011; add'l \$4,987.50 total \$10,797

STATEMENT OF ISSUE:

Jefferson County Public Health, Developmental Disabilities Division, is requesting Board approval of the Professional Services Agreement – Creative Employment Consultants, Amendment #1; November 4, 2009 – June 30, 2011; add'l \$4,987.50 total \$10,797

ANALYSIS/STRATEGIC GOALS/PRO'S and CON'S:

Contractor will continue to mentor the facilitator of the Jefferson County Transition Network Meeting which includes participants of all JC School Districts, parents of kids with disabilities, DDD, DVR, County DD, Work Source and Employment Providers.

Contractor will continue to provide one-on-one consulting and technical assistance to Employment and Residential Providers, Parents and School Districts on:

- Pathways to Employment Goal Planning
- Plan Writing
- Follow through of plans
- Education on PASS/IRWE Program and Social Security Benefit Analysis
- Information, education and/or assistance on what Jefferson County currently provides on Social Security Benefits Analysis to young adults and their families

FISCAL IMPACT/COST BENEFIT ANALYSIS:

This amendment adds funding in the amount of \$4,987.50 for the period of July 1, 2010 – June 30, 2011 not to exceed \$10,797.50. Total amount of the contract reflects under spent funds from November 4, 2009 – June 30, 2010 in the amount of \$2,189.96. All funding for this contract is through the Developmental Disabilities Division with DSHS. The budget reflects revenue and expense for this contractor.

COMMUNITY HEALTH
DEVELOPMENTAL DISABILITIES
MAIN: (360) 385-9400
FAX: (360) 385-9401

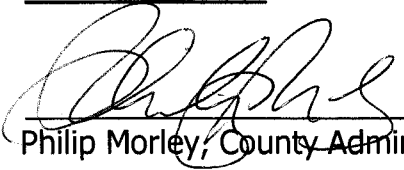
PUBLIC HEALTH
ALWAYS WORKING FOR A SAFER AND
HEALTHIER COMMUNITY

ENVIRONMENTAL HEALTH
WATER QUALITY
MAIN: (360) 385-9444
FAX: (360) 379-4487

RECOMMENDATION:

JCPH management request approval of the Professional Services Agreement – Creative Employment Consultants, Amendment #1; November 4, 2009 – June 30, 2011; add'l \$4,987.50 total \$10,797

REVIEWED BY:


Philip Morley, County Administrator

8/31/10
Date

(Routed to all Public Health Managers)

**Contract Amendment #1
Agreement Between
Creative Employment Consultants
And
Jefferson County Public Health
Developmental Disabilities Program**

WHEREAS, Creative Employment Consultants (Subcontractor) and Jefferson County (County) entered into an agreement on November 4, 2009 for Professional Services to be provided in connection with the provision of Community Information & Educational Services for Individuals with Developmental Disabilities in Jefferson County.

WHEREAS, the parties desire to amend the terms of that agreement.

IT IS AGREED BETWEEN BOTH PARTIES AS NAMED HEREIN AS FOLLOWS:

1. The term of the above referenced agreement is extended and ends June 30, 2011.
2. The Contractor will mentor the facilitator of the Jefferson County Transition Network meeting, provide workshops to Employment Providers, School Districts, Parents & other interested parties, provide one-on-one technical assistance to Employment Agencies and their staff, provide Social Security and work incentives technical assistance to individuals with developmental disabilities and their families.
3. The Contractor shall mentor the facilitator for the Jefferson County Transition Network to; assist with group sustainability, identify and invite additional partners, develop and support follow through on a work plan based on group identified needs, complete timelines and action goals for the Group.
4. The Contractor may provide consulting & technical assistance to Employment Agencies and their staff. The technical assistance will include one to one training.
5. The Contractor may provide technical assistance to individuals with developmental disabilities and their families on Social Security issues and work incentives, with a particular focus on students who are eligible for the Social Security Benefit's Program. This technical assistance will be provided on a limited basis and only if the CWIC (Community Work Incentive Coordinator) from Plan to Work is unable to provide those services.
6. The Contractor may provide the following workshops to Employment Providers, School Districts, Parents & other interested parties.
 - Communication 101-Problem Solving Techniques
 - Effective Documentation/ Goal Planning/ Plan Writing
 - Introduction To Behavior Support Planning
 - Introduction To PASS/IRWE-Benefits Analysis
 - Job Coaching 101
 - Marketing & Creative Job Development
 - Precision Training

7. Meet or have a phone meeting with the DD Coordinator every month to discuss progress.
8. The Contractor shall be reimbursed for travel expenses in connection with Community Information & Education Services and will receive \$75.00 per Unit for a total of 66.5 hours. A Unit of Community Information and Education Services is defined as one (1) "HOUR" which is up to 60 minutes of direct service or Assigned Service Responsibility which is defined as completed Program Requirements, which are identified in Number 3, 4, 5 & 6 of this Agreement.
9. The County may discontinue financial support for Community Information & Education Services, if the funding is required for direct services for clients with developmental disabilities in Jefferson County.
10. Contractor will be entitled to an additional \$4,987.50 in funding for services rendered during the term of July 1, 2010 through June 30, 2011. Total compensation under this Agreement shall not exceed \$10,797.54 without express written amendment signed by both parties. Total compensation reflects \$2,189.96 in under spent funds from the period from November 4, 2009 – June 30, 2010.
11. All other terms and conditions of the agreement will remain the same.

Dated this 9th day of September, 2010

Approved as to form only:

David Almy 8/31/10
Jefferson Co. Prosecutor's Office

By: _____
David Sullivan, Chairman
Jefferson Board of County Commissioners

By: Kathy Goldenberger
Kathy Goldenberger
Creative Employment Consultants

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
JEFFERSON COUNTY
AND
CREATIVE EMPLOYMENT CONSULTANTS**

This agreement is entered into between the County of Jefferson, a municipal corporation, hereinafter referred to as "the County" and Creative Employment Consultants hereinafter referred to as "the Contractor" in consideration of the mutual benefits, terms, and conditions hereinafter specified.

Section 1. **Designation**

The County, on behalf of the Jefferson County Public Health, Developmental Disabilities Program, acting in compliance under the Contract with Creative Employment Consultants in agreement with the terms and conditions of the Statement of Work, hereby contracts with the Contractor to perform duties as described in **Exhibit A**.

Section 2. **Terms**

This agreement shall commence on November 4, 2009 and continue through June 30, 2010 unless terminated as provided herein. The agreement may be extended beyond June 30, 2010 upon mutual consent of the County and the Contractor.

Section 3. **Scope of Agreement**

The Contractor agrees to perform the services, identified on **Exhibit "A"**.

- A. The Contractor works for the Jefferson County Developmental Disabilities Program to support its goals and objectives.
- B. The specific duties of the Contractor are outlined in **Exhibit A**.
- C. The Contractor shall provide reporting detailed in **Section 10**.

Section 4. **Compensation**

The Contractor shall be paid by the County for completed work and for services rendered under this agreement as follows:

- A. Payment for the work provided by the Contractor shall not exceed \$75.00 an hour for a total of \$8,000 in the completion of this project without express written amendment signed by both parties to this Agreement.
- B. The Contractor may submit invoices to the County for work completed to date. The County will review such invoices, and upon approval thereof, payment will be made to the Contractor in the amount approved.
- C. The total compensation to the Contractor is limited to the terms of this Agreement, which commence November 4, 2009 and continue through June 30, 2010.
- D. The County will make final payment of any balance due the Contractor promptly upon its ascertainment and verification after the completion of the work under this agreement and its acceptance by the County.

- E. The Contractor records and accounts pertaining to this agreement are to be kept available for inspection by representatives of the County and state for a period of six (6) years after final payments. Copies shall be made available upon request.
- F. Ownership and use of documents. The Contractor acknowledges and agrees that any and all work product directly connected and/or associated with the services rendered hereunder, including but not limited to all documents, drawings, specifications, writings, samples, reports, pictures and the like which the Contractor drafts, makes, conceives, develops in the performance of the service hereunder, either solely and/or jointly with the County shall be the sole and exclusive property of the County. The Contractor further acknowledges that such material shall be considered work for hire and the Contractor acknowledges the County's sole and exclusive right to such copyright, patent, trademarks, trade names, and other intellectual property right claims for said materials. Other materials produced by the Contractor in connection with the services rendered under this agreement shall be the property of the County whether the projects for which they are made are executed or not. The Contractor shall be permitted to retain copies, including reproducible copies, of drawings, writings, samples, reports, and specifications for information, reference, and use in connection with Contractor endeavors. The Contractor agrees not to publish, submit for publication, display or otherwise use said material for any reason whatsoever, without the express written consent of the County.

Section 5. **Compliance with laws**

The Contractor shall, in performing the services contemplated by this agreement, faithfully observe and comply with all federal, state, and local laws, ordinances and regulations, applicable to the services to be rendered under this agreement.

Section 6. **Indemnification**

The Contractor shall indemnify, defend and hold harmless the County, its officers, agents and employees, from and against any and all claims, lawsuits, demands for money damages, losses or liability, or any portion thereof, including attorney's fees and costs, arising from any injury to person or persons (including the death or injury of the Contractor or damage to personal property) if said injury or damage was caused by the negligent acts or omissions of the Contractor.

Section 7. **Insurance**

The Contractor shall obtain and keep in force during the terms of the Agreement, or as otherwise required.

- A. Commercial Automobile Liability Insurance providing bodily injury and property damage liability converge for all owned and non owned vehicles assigned to or used in the performance of the work for a combined single limit of not less than \$500,000 each occurrence. Contractor shall provide proof of insurance to the County in care of Contracts Administrator, at Jefferson County Public Health, 615 Sheridan St. Port Townsend, WA 98368 prior to commencing employment.

Section 8. **Independence**
The Contractor and the County agree that the Contractor is an independent Contractor with respect to the services provided pursuant to this agreement. Nothing in this agreement shall be considered to create the relationship of employer and employee between the parties hereto. The Contractor shall not be entitled to any benefits accorded County employees by virtue of the services provided under this agreement. The County shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to employee.

Section 9. **Assignments and Subcontracting**
The Contractor may sublet or assign any of the services covered by this agreement but only with the express written consent of the County.

Section 10. **REPORTING**
The Contractor will provide a monthly report to the County. The monthly report shall contain a brief summary of the work performed, relationship to the tasks identified in **Exhibit A** and the total hours worked. The monthly report shall be submitted to Jefferson County Public Health in care of the Developmental Disabilities County Coordinator, 615 Sheridan, Port Townsend, and WA 98368.

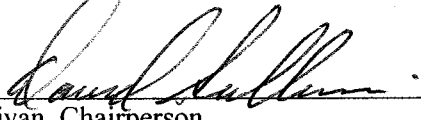
Section 11. **Termination**
A. The County reserves the right to terminate this contract in whole or in part, without prior written notice, in the event that expected or actual funding from any funding source is withdrawn, reduced, or limited in any way after the effective date of this agreement. In the event of termination under this clause, the County shall be liable for only payment for services rendered prior to the effective date of termination.
B. This agreement may also be terminated as provided below:
1. With 14 days notice by the Board of County Commissioners for any Reason, or
2. With 14 days notice by the Board of County Commissioners for non-performance of the specific job duties in **Exhibit A**.
3. With 14 days notice by the Contractor by voluntary resignation.

Section 12. **Modification**
This employment agreement may be modified at any time by written agreement of all parties

Section 13. **Integrated Agreement**

This Agreement together with attachments or addenda represents the entire and integrated agreement between the County and the Contractor and supersedes all prior negotiations, representations, or agreements written or oral. Between the parties. This agreement may be amended only by written instrument signed by both County and Contractor.

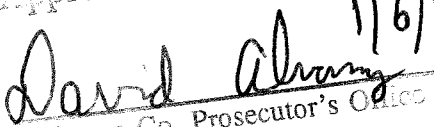
Approved this 27th day of March, 2010.
BOARD OF COUNTY COMMISSIONERS
JEFFERSON COUNTY, WASHINGTON



David Sullivan, Chairperson

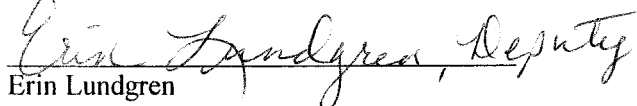


(Contractor)

Approved as to form only:
1/6/2010


Jefferson Co. Prosecutor's Office

ATTEST:



Erin Lundgren
Clerk of the Board

EXHIBIT A

STATEMENT OF WORK CREATIVE EMPLOYMENT CONSULTANTS

I. WORK STATEMENT

The Contractor will facilitate a the Jefferson County Transition Network meeting with agencies serving people with developmental disabilities, people with barriers to employment and special education partners.

The purpose of this Transition Network meeting will be to share information, network, discuss shared goals, create an action plan that will identify ways for group participants to work together cooperatively for all students with barriers to employment in Jefferson County.

The Contractor will provide workshops to Employment Providers, School Districts, Parents & other interested parties and may provide technical assistance to Employment Agencies and their staff.

The Contractor may provide technical assistance to individuals with developmental disabilities and their families on Social Security issues and work incentives.

II. PROGRAM DESCRIPTION

A. Tasks

- 1) Through the Jefferson County Transition Network meeting; the Contractor will organize a structure for the group to facilitate sustainability, mentor participants to become Transition Network meeting facilitators, identify and invite additional partners and develop and support follow through on a work plan based on group identified needs, complete with timelines and action goals for the Transition Network.
- 2) The Contractor will provide the following workshops to Employment Providers, School Districts, Parents & other interested parties. The Contractor may provide technical assistance to Employment Agencies and their staff. The workshops and the technical assistance will include one to one training and technical assistance in:
 - Communication 101-Problem Solving Techniques
 - Effective Documentation/ Goal Planning/ Plan Writing
 - Introduction To Behavior Support Planning
 - Introduction To PASS/IRWE-Benefits Analysis
 - Job Coaching 101
 - Marketing & Creative Job Development
- 3) The Contractor may provide technical assistance to individuals with developmental disabilities and their families on Social Security issues and work incentives, with a particular focus on students who are eligible for the Social Security Benefit's Program. This technical assistance will be provided on a limited basis and only if the CWIC (Community Work Incentive Coordinator) from Plan to Work is unable to provide those services.

B. Requirements

1. Organize, support and attend the Jefferson County Transition Network or other community meetings when appropriate.
2. Provide training on workshop topics listed above for Employment Providers, School Districts, Parents and other Interested Parties.
3. When appropriate provide technical assistance by providing analysis for individuals with developmental disabilities and their families on Social Security issues and work incentives.
4. Meet or have a phone meeting with the DD Coordinator every month to discuss progress.

C. Reporting

1. Reports or meeting minutes due at the conclusion of each month with billing.

D. Performance Standards

1. The Contractor shall provide Services. These services, as defined in Tasks Section II.A above.
2. The Contractor will adhere to the Requirements as defined in Section II.C above.
3. The Contractor shall provide a bill for services with documentation on a monthly basis.