



# JEFFERSON COUNTY PUBLIC HEALTH

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

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## JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS

### AGENDA REQUEST

**TO:** Board of County Commissioners  
Philip Morley, County Administrator

**FROM:** Jean Baldwin, Director

**DATE:**

**SUBJECT:** Agenda Item – Professional Services Agreement – Creative Employment Consultants; March 1, 2012 – June 30, 2012; \$4,500

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#### **STATEMENT OF ISSUE:**

Jefferson County Public Health, Developmental Disabilities Division, requests Board approval of the Professional Services Agreement – Creative Employment Consultants; March 1, 2012 – June 30, 2012; \$4,500

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

Subcontractor will facilitate the Jefferson County Transition Network Meeting which includes participants of all JC School Districts, parents of kids with disabilities and Employment Providers. It is essential to have an outside facilitator support such a diverse group to work together as a team and to follow through on a work plan based on group identified needs, complete with timelines and action goals.

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

Contractor will provide technical assistance to employment agencies and their staff, school districts, parents and other interested parties.

#### **FISCAL IMPACT/COST BENEFIT ANALYSIS:**

Funding for these services is provided through our contract with DSHS Division of Developmental Disabilities. This professional services agreement shall not exceed \$4,500.

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COMMUNITY HEALTH  
DEVELOPMENTAL DISABILITIES  
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**RECOMMENDATION:**

JCPH management request approval of the Professional Services Agreement – Creative Employment Consultants; March 1, 2012 – June 30, 2012; \$4,500

**REVIEWED BY:**

  
Philip Morley, County Administrator

6/13/12  
Date

(Routed to all Public Health Managers)



# JEFFERSON COUNTY PUBLIC HEALTH

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June 11, 2012

Anna McEnery, Developmental Disabilities Program Coordinator, manages several contracts where the vendors are a sole source provider. One of them is with Creative Employment Consultants.

This contract is awarded without competition, because Creative Employment Consultants has the professional & technical expertise, the knowledge & ability of such a unique nature that Creative Employment Consultants is clearly and justifiably the only practical source to provide the service for the following reasons:

- They have over six years history of providing workshops and providing technical assistance to employment agencies, their staff, school districts, and parents in Jefferson County
- They would not have a learning curve with respect to the client base in Jefferson County that other firms would have, and said learning curve for another firm might work to the detriment of our county's eligible citizens;
- They provide services to a small (from their perspective) client base here in Jefferson County at below-market rates, thus saving the state money;
- Time is of the essence because state funding for this program may disappear when the state budget for the fiscal year beginning on July 1, 2012 is adopted by the Legislature and the Governor and thus there is some urgency to maintaining a continuity of service to the DD persons of this county.

In sum, Creative Employment Consultants, is a sole source provider with respect to the early intervention programs and services it provides to DD persons residing in Jefferson County.

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**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 Subcontractor" in consideration of the mutual benefits, terms, and conditions hereinafter specified.

Section 1.     **Designation**

The County, on behalf of the Jefferson County Public Health, the 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 Subcontractor to perform duties as described in **Exhibit A**.

Section 2.     **Terms**

This agreement shall commence on March 1, 2012 and continue through June 30, 2012 unless terminated as provided herein. The agreement may be extended beyond June 30, 2012, upon mutual written consent of the County and the Subcontractor.

Section 3.     **Scope of Agreement**

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

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

Section 4.     **Compensation**

The Subcontractor 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 Subcontractor shall not exceed \$75.00 an hour for a total not to exceed \$4,500 in the completion of this project without express written amendment signed by both parties to this Agreement.
- B.     The Subcontractor will bill the County on a monthly basis, on or before the 1st day of the month, for services provided under this agreement during the preceding month. *At no time shall the invoices for reimbursement be submitted more than 60 calendar days following the last day of the month for which the services were provided.*
- C.     The total compensation to the Subcontractor is limited to the terms of this Agreement, which commence shall commence on March 1, 2012 and continue through June 30, 2012.
- D.     The County will make final payment of any balance due the Subcontractor promptly upon its ascertainment and verification after the completion of the work under this agreement and its acceptance by the County.

- E. The Subcontractor 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 Subcontractor 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 Subcontractor 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 Subcontractor further acknowledges that such material shall be considered work for hire and the Subcontractor 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 Subcontractor 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 Subcontractor shall be permitted to retain copies, including reproducible copies, of drawings, writings, samples, reports, and specifications for information, reference, and use in connection with Subcontractor endeavors. The Subcontractor 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 Subcontractor 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 Subcontractor 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 Subcontractor or damage to personal property) if said injury or damage was caused by the negligent acts or omissions of the Subcontractor.

Section 7.

**Insurance**

The Subcontractor 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. Subcontractor shall provide proof of insurance to the County in care of Developmental Disabilities County Coordinator at Jefferson County Public Health, Developmental Disabilities Program, 615 Sheridan St. Port Townsend, WA 98368 prior to commencing employment.
- B. The Contractor shall participate in the Worker's Compensation and Employer's Liability Insurance Program as may be required by the State of Washington.

- C. It is agreed by the parties that insurers shall have no right of recovery or subrogation against the County (including its employees and other agents and agencies) it being the intention of the parties that the insurance policies listed above shall protect both parties and be primary coverage for any and all losses covered by the above-listed insurance policies. It is further agreed by the parties that any and all deductibles made part of the above-listed insurance policies shall be assumed by, paid for and at the risk of the Subcontractor.

Section 8.

**Independence**

The Subcontractor and the County agree that the Subcontractor is an independent Subcontractor 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 Subcontractor 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 Subcontractor 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 Subcontractor 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 Subcontractor by voluntary resignation.

**Modification**

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

**Integrated Agreement**

Section 13. This Agreement together with attachments or addenda represents the entire and integrated agreement between the County and the Subcontractor 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 Subcontractor.

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2012.  
BOARD OF COUNTY COMMISSIONERS  
JEFFERSON COUNTY, WASHINGTON

\_\_\_\_\_  
John Austin, Chairperson

\_\_\_\_\_  
(Subcontractor)

DATE \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Clerk of the Board

APPROVED AS TO FORM ONLY: 8/13/12  
By: David Albany  
Jefferson County Civil Deputy Prosecuting Attorney

**EXHIBIT A**  
**STATEMENT OF WORK**  
**CREATIVE EMPLOYMENT CONSULTANTS**

**I. WORK STATEMENT**

The Subcontractor will facilitate some of the Jefferson County Transition Network meetings. The purpose of the Transition Network meetings will be to share information, network, discuss shared goals, create an updated one year and ten year work plan that will identify ways for group participants to work together cooperatively for all students with barriers to employment in Jefferson County.

The Subcontractor may provide workshops and technical assistance to employment agencies and their staff, school districts, parents and other interested parties. The technical assistance may include one to one training.

**II. PROGRAM DESCRIPTION**

**A. Tasks**

1. Through the Jefferson County Transition Network meeting; the Subcontractor will facilitate the group to assist with group sustainability, identify and invite additional partners, develop and support follow through on an updated one year and ten year work plan based on group identified needs, complete timelines and action goals for the Transition Network.
1. The Subcontractor will provide the following Workshops to employment providers, school districts, parents and other interested parties.
  - Job Development for People with Developmental Disabilities through Community Connections
  - Assessing & Retraining People with Developmental Disabilities When Jobs Go Wrong
  - County Guidelines Training for the Developmental Disabilities Advisory Board
  - Supporting People with Autism, Aspergers & Fetal Alcohol Spectrum Disorders
2. The Subcontractor may provide consulting & technical assistance to individuals with developmental disabilities and their families, employment agencies and their staff. The technical assistance may include one to one training.

**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 individualized technical assistance and consulting to individuals with developmental disabilities and their families, employment agencies and their staff.
4. Meet or have a phone meeting with the DD Coordinator every month to discuss progress.

**C. Reporting**

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

**D. Performance Standards**

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