



INFORMATIONAL MEMORANDUM

TO: Community Development and Neighborhoods Committee

FROM: Stacy Hansen, Human Service Program Coordinator

CC: Mayor Ekberg

DATE: March 15, 2019

SUBJECT: Children's Therapy Center Joint Memorandum of Understanding

ISSUE

Children's Therapy Center (CTC) is a joint memorandum of understanding (MOU) non-profit contract, where Tukwila is the lead city. The total value of this 2019/20 joint contract is \$106,242, including Tukwila's portion of this award of \$14,512. Below are the biennial award amounts of the MOU partner cities that are remitted to Tukwila:

Auburn:	\$23,220
Burien:	\$13,760
Covington:	\$21,600
Des Moines:	\$2,150
Federal Way:	\$16,000
Renton:	\$15,000
Total Partner funding:	\$91,730
Tukwila:	\$14,512
Total 2019/20 funding:	\$106,242

BACKGROUND

In 2003, a MOU was established between several South King County cities to consolidate the human services application and funding process. During each biennial funding cycle, high performing, well established non-profits are identified as participants in the joint MOU program in an effort to save valuable administrative time for both the non-profits and the funding cities. Participating cities 'pool' their funds at the beginning of each year with the identified lead city who holds the contract with the non-profit. Each quarter, upon contractual achievement, the MOU partner cities authorize payment of their quarterly portion of the award. As a result of the joint MOU, there is only one contract generated and one check per quarter that is created (via the lead city).

FINANCIAL IMPACT

The City of Tukwila Human Services Advisory Board recommended, and Council approved, funding Children's Therapy Center for \$14,512 as part of the larger, 2019/20 Administrative Services Department Budget. Due to the size of this joint MOU, it exceeds the \$40,000 contract threshold requiring Council consent.

RECOMMENDATION

Staff is asking Council to forward the contract authorization request to the April 1, 2019 Consent Agenda.

ATTACHMENTS

Proposed – 2019/20 Children's Therapy Center joint MOU contract



City of Tukwila

6200 Southcenter Boulevard, Tukwila WA 98188

Contract Number:

CONTRACT FOR SERVICES

This Agreement is entered into by and between the City of Tukwila, Washington, a non-charter optional municipal code city hereinafter referred to as "the City," and Children's Therapy Center, hereinafter referred to as "the Contractor," whose principal office is located at 10811 SE Kent-Kangley Road, Kent, WA, 98030.

WHEREAS, the City is a party to a Memorandum of Understanding Between the Cities of Auburn, Burien, Des Moines, Federal Way, Kent, Renton, SeaTac, and Tukwila for Planning, Funding, and Implementation of a Joint Human Services Application and Funding Program (the "MOU"); and

WHEREAS, the City is the lead city for the purposes of contracting for the nonprofit services provided by the Contractor and desires to contract with the Contractor for performance of such services pursuant to certain terms and conditions; now, therefore,

IN CONSIDERATION OF the mutual benefits and conditions hereinafter contained, the parties hereto agree as follows:

- 1. Scope and Schedule of Services to be Performed by Contractor.** The Contractor shall perform those services described on Exhibit A attached hereto and incorporated herein by this reference as if fully set forth. In performing such services, the Contractor shall at all times comply with all Federal, State, and local statutes, rules and ordinances applicable to the performance of such services and the handling of any funds used in connection therewith. The Contractor shall request and obtain prior written approval from the City if the scope or schedule is to be modified in any way.
- 2. Compensation and Method of Payment.** The City shall pay the Contractor for services rendered according to the rate and method set forth on Exhibit A attached hereto and incorporated herein by this reference. The total amount to be paid shall not exceed \$7,256 for 2019 and \$7,256 for 2020.
- 3. Contractor Budget.** The Contractor shall apply the funds received under this Agreement within the maximum limits set forth in this Agreement. The Contractor shall request prior approval from the City whenever the Contractor desires to amend its budget in any way.
- 4. Duration of Agreement.** This Agreement shall be in full force and effect for a period commencing January 1, 2019, and ending December 31, 2020, unless sooner terminated under the provisions hereinafter specified.
- 5. Independent Contractor.** Contractor and City agree that 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. Neither Contractor nor any employee of Contractor shall be entitled to any benefits accorded City employees by virtue of the services provided under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or contributing to the State Industrial Insurance Program, or otherwise assuming the duties of an employer with respect to the Contractor, or any employee of the Contractor.

6. **Indemnification.** The Contractor shall defend, indemnify and hold the Public Entity, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the Public Entity.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the Public Entity, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

7. **Insurance.** The Contractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, their agents, representatives, employees or subcontractors. Contractor's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

A. **Minimum Scope of Insurance.** Contractor shall obtain insurance of the types and with the limits described below:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident. Automobile liability insurance shall cover all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and \$2,000,000 products-completed operations aggregate limit. Commercial General Liability insurance shall be as least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit using ISO form CG 25 03 05 09 or an equivalent endorsement. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad coverage.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

B. **Other Insurance Provision.** The Contractor's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance with respect to the City. Any insurance, self-insurance, or insurance pool coverage

maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.

- C. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.
- D. **Verification of Coverage.** Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Contractor before commencement of the work. Upon request by the City, the Contractor shall furnish certified copies of all required insurance policies, including endorsements, required in this Agreement and evidence of all subcontractors' coverage.
- E. **Subcontractors.** The Contractor shall have sole responsibility for determining the insurance coverage and limits required, if any, to be obtained by subcontractors, which determination shall be made in accordance with reasonable and prudent business practices.
- F. **Notice of Cancellation.** The Contractor shall provide the City and all Additional Insureds for this work with written notice of any policy cancellation, within two business days of their receipt of such notice.
- G. **Failure to Maintain Insurance.** Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days notice to the Contractor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Contractor from the City.

8. Record Keeping and Reporting.

- A. The Contractor shall maintain accounts and records, including personnel, property, financial and programmatic records which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed in the performance of this Agreement and other such records as may be deemed necessary by the City to ensure the performance of this Agreement.
- B. These records shall be maintained for a period of seven (7) years after termination hereof unless permission to destroy them is granted by the office of the archivist in accordance with RCW Chapter 40.14 and by the City.

9. Audits and Inspections. The records and documents with respect to all matters covered by this Agreement shall be subject at all times to inspection, review or audit by law during the performance of this Agreement.

10. Termination. This Agreement may at any time be terminated by the City giving to the Contractor thirty (30) days written notice of the City's intention to terminate the same. Failure to provide products on schedule may result in contract termination. If the Contractor's insurance coverage is canceled for any reason, the City shall have the right to terminate this Agreement immediately.

11. Discrimination Prohibited. The Consultant, with regard to the work performed by it under this Agreement, will not discriminate on the grounds of race, religion, creed, color, national origin, age, veteran status, sex, sexual orientation, gender identity, marital status, political affiliation, the presence of any disability, or any other protected class status under state or federal law, in the selection and retention of employees or procurement of materials or supplies.

12. Assignment and Subcontract. The Contractor shall not assign or subcontract any portion of the services contemplated by this Agreement without the written consent of the City.

13. Entire Agreement; Modification. This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the City and the Contractor and supersedes all prior negotiations, representations, or agreements written or oral. No amendment or modification of this Agreement shall be of any force or effect unless it is in writing and signed by the parties.

14. Severability and Survival. If any term, condition or provision of this Agreement is declared void or unenforceable or limited in its application or effect, such event shall not affect any other provisions hereof and all other provisions shall remain fully enforceable. The provisions of this Agreement, which by their sense and context are reasonably intended to survive the completion, expiration or cancellation of this Agreement, shall survive termination of this Agreement.

15. Notices. Notices to the City of Tukwila shall be sent to the following address:

City Clerk, City of Tukwila
6200 Southcenter Blvd.
Tukwila, Washington 98188

Notices to the Contractor shall be sent to the address provided by the Contractor upon the signature line below.

16. Applicable Law; Venue; Attorney’s Fees. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be properly laid in King County, Washington. The prevailing party in any such action shall be entitled to its attorney’s fees and costs of suit.

DATED this _____ day of _____, 20__.

CITY OF TUKWILA

CONTRACTOR

Allan Ekberg, Mayor

By: _____

Printed Name and Title: _____

ATTEST/AUTHENTICATED:

City Clerk, Christy O’Flaherty

Address: _____

APPROVED AS TO FORM:

Office of the City Attorney



Exhibit A 2019-2020 Service Report

Joint MOU for Auburn, Burien, Covington, Des Moines, Federal Way, Renton, Tukwila

To: City of Tukwila Stacy Hansen Human Services 6200 Southcenter Blvd. Tukwila, WA 98188 stacy.hansen@tukwilawa.gov , 206-433-7180	Agency: Children's Therapy Center Kelli Nakayama 10811 SE Kent-Kangley Kent, WA 98030 kellin@ctckids.org , 253-216-0772
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The Agency shall provide residents in the MOU cities of Tukwila, Auburn, Burien, Covington, Des Moines, Federal Way and Renton (the "Cities") with a variety of necessary therapeutic services, including but not limited to: Physical therapy, occupational therapy, speech therapy, oral motor and feeding, social skills, aquatic and hippotherapy, fitness center group, early intervention and parent education.

2019-20 SERVICE UNITS

Auburn Performance Measures \$11,610	Annual Goal	Goal 1 st Quarter	Goal 2 nd Quarter	Goal 3 rd Quarter	Goal 4 th Quarter
Number of Unduplicated Clients	40	10	10	10	10
Number of Medical Care visits	80	20	20	20	20

Burien Performance Measures \$6,880	Annual Goal	Goal 1 st Quarter	Goal 2 nd Quarter	Goal 3 rd Quarter	Goal 4 th Quarter
Number of Unduplicated Clients	24	6	6	6	6
Number of Medical Care Visits	47	12	12	12	11

Covington Performance Measures \$10,800	Annual Goal	Goal 1 st Quarter	Goal 2 nd Quarter	Goal 3 rd Quarter	Goal 4 th Quarter
Number of Unduplicated Clients	37	10	9	9	9
Number of Medical Care Visits	74	20	18	18	18

Des Moines Performance Measures \$1,075	Annual Goal	Goal 1 st Quarter	Goal 2 nd Quarter	Goal 3 rd Quarter	Goal 4 th Quarter
Number of Unduplicated Clients	4	1	1	1	1
Number of Medical Care Visits	7	2	2	2	1

Federal Way Performance Measures \$8,000	Annual Goal	Goal 1 st Quarter	Goal 2 nd Quarter	Goal 3 rd Quarter	Goal 4 th Quarter
Number of Unduplicated Clients	28	7	7	7	7
Number of Medical Care Visits	55	14	14	14	13

Renton Performance Measures \$7,500	Annual Goal	Goal 1st Quarter	Goal 2nd Quarter	Goal 3rd Quarter	Goal 4th Quarter
Number of Unduplicated Clients	26	7	7	6	6
Number of Medical Care Visits	52	13	13	13	13

Tukwila Performance Measure \$7,256	Annual Goal	Goal 1st Quarter	Goal 2nd Quarter	Goal 3rd Quarter	Goal 4th Quarter
Number of Unduplicated Clients	25	7	6	6	6
Number of Medical Care Visits	50	14	12	12	12

The City of Tukwila will use a variety of measures as indicators of satisfactory contract performance. The Agency will be expected to meet at least 90% of the performance goals (outputs) as defined above. If the Agency does not meet the 90% of performance goals, payment for services rendered under the agreement will be reduced by the number of percentage points below the 90% level. At a 90% success rate, the Agency will be reimbursed at 100%. Any exceptions must be negotiated with the City. Exceptions may be made in cases where circumstances beyond the Agency’s control impact their ability to meet their service unit goals and the Agency has shown reasonable effort to overcome those circumstances. Exceptions are made at the discretion of the City’s Human Services Program Coordinator.

The Agency shall make all reasonable efforts to ascertain the eligibility of applicants for Agency services, such eligibility to require residence within the City, and shall provide services under this Agreement only to eligible applicants.

Personnel/Operating	\$53,121.00
Non-Personnel	
Budget/Annual award total	\$53,121.00

Demographic and Outcome Data Report

The Agency shall collect and retain demographic data from the persons served through this contract. Data should be tracked in an ongoing manner and submitted annually by January 30 of the following year. Outcome data shall be submitted annually in conjunction with the Demographic report. Data should be collected and demonstrate the program’s progress toward Outcomes as specified below.

Outcome: 75% of children who exit the program who improved their acquisition of knowledge and skills, including early language, communication, and early literacy.

Measurement: For every child in our Early Intervention program, their therapy team completes a Child Outcomes Summary (COS), a standardized tool that rates a child’s functioning relative to age-expected behaviors at intake and exit (when the child turns 3 or when they no longer need services, whichever comes first). The # enrolled in the program is all children served by CTC during the year. The # measured for outcome is the # of children who graduate from our EI program after at least 6 months. The # achieving the outcome is the # of children who exit the program who improved their acquisition of knowledge and skills.

Quarterly Reports: The Agency shall prove to the City of Tukwila with quarterly reports outlining the Agency’s progress in meeting these performance measures. These quarterly reports shall describe the services provided specifically to each of the Cities. These quarterly reports shall be provided on the due dates specified below.

QUARTERLY REPORTS	DUE DATES
1 st thru 3 rd quarter reports	1 st = April 15 th
	2 nd = July 15 th
	3 rd = October 15 th
4 th and final annual reimbursement	First week in January. Date to be announced.
Outcomes and demographics	January 31 st , 2020 / January 29 th 2021

Annual Monitoring Visit: The Agency shall allow the City to conduct an annual monitoring visit to the Agency, at a date and time agreeable to the parties.

Joint MOU Cities

OPERATING BUDGET FOR 2019-20 PLANNED QUARTERLY EXPENDITURES CHILDREN'S THERAPY CENTER

ANNUAL BUDGET SUMMARY	ANNUAL AWARD	QUARTERLY AWARD
AUBURN	\$11,610.00	\$2902.50
BURIEN	\$ 6,800.00 \$6880.00	\$1700.00 \$1720.00
COVINGTON	\$10,800.00	\$2700.00
DES MOINES	\$1,075.00	\$268.75
FEDERAL WAY	\$8,000.00	\$2000.00
RENTON	\$7,500.00	\$1875.00
TUKWILA	\$7,256.00	\$1814.00
TOTAL	\$53,121.00	\$13,280.25