



# School District of the City of Pontiac

Kelley Williams, Superintendent

## PONTIAC BOARD OF EDUCATION Agenda Item Request Form

|                  |                                     |                            |
|------------------|-------------------------------------|----------------------------|
| <b>Purpose:</b>  | <input type="checkbox"/>            | Discussion                 |
|                  | <input checked="" type="checkbox"/> | Action                     |
|                  | <input type="checkbox"/>            | Report                     |
| <b>Contract:</b> | <input type="checkbox"/>            | New                        |
|                  | <input checked="" type="checkbox"/> | Renewal                    |
|                  | <input type="checkbox"/>            | Extension/<br>Modification |
|                  | <input type="checkbox"/>            | N/A                        |

**Presenter(s):** Kelley Williams, Superintendent  
Mrs. Carmen White, Director of Human Resources

**Attachment(s):** Contract  
Evaluations

**Board Meeting Date:** June 19, 2017

**Agenda Item:** Approval of Contract with Pediatric Health Consultants for Professional Services

**Background/Rationale:**

The purpose for this contract is to provide Occupational Therapy (OT), and Speech and Therapy (ST) services to students with disabilities as specified by their Individual Education Plans (IEP's). Federal and State regulations requires that OT and ST be provided to students as stipulated in their IEP's. This contract will ensure the continuation of services for students who qualify for these services from July 1, 2017 through June 30, 2018.

All OT and SLP services will be provided at an hourly rate of Physical Therapist \$58.00/hour, Occupational Therapist \$56.00/hour, Speech Therapist \$62.00/hour, Physical Therapist Assistant \$40.00/hour, Certified Occupational Therapist Assistant \$38.00/hour and Recreational Therapist \$42.00/hour.

16/17 Contract Amount: \$275,000.00

**Funding Source/Account Number/s:** 130.033.1213.0014.0000.3111  
 130.033.1213.0011.0000.3111  
 130.033.1213.0014.0000.3210  
 130.033.1213.0011.0000.3210  
 130.033.1213.0013.0000.3111  
 130.033.1213.0013.0000.3210

Recommendation: It is the recommendation of Administration that the Board of Education approve the Professional Services contract for Occupational and Speech Therapy with Pediatric Health Consultants from July 1, 2017 through June 30, 2018.at an amount not to exceed \$275,000.00.

**Approvals Required:**

|   |      |  |      |
|---|------|--|------|
| <u>Kelley Williams</u> 6-15-17<br>Superintendent        | Date | <u>Carmen White</u> 6-15-17<br>Human Resources         | Date |
| <u>[Signature]</u> 15 June 2017<br>Business and Finance | Date | <u>[Signature]</u> 6-15-17<br>Curriculum & Instruction | Date |
| <u>Darryl Segars</u> 6/15/17<br>Legal Counsel           | Date |  |      |



# *School District of the City of Pontiac*

Kelley Williams, Superintendent

Moved By: \_\_\_\_\_

Supported By: \_\_\_\_\_

Board Vote:

Ayes:

Nays:

Request Approved:  Yes  No

Date Approved: \_\_\_\_\_

## PEDIATRIC HEALTH CONSULTANTS

2151 Rochelle Park Drive \* Rochester Hills, MI 48309 \* Phone 248-650-8711/Fax: 844-248-9904

### MEMORANDUM OF AGREEMENT FOR THE PERFORMANCE OF THERAPY SERVICES

WHEREAS, Pontiac Schools, hereinafter referred to as "Contracting Party" is interested in and does, by the execution of this Agreement, retain the services of Pediatric Health Consultants, Inc., hereinafter referred to as PEDIATRIC, for the purposes of providing physical therapy X occupational therapy X speech therapy x recreational therapy     services to those person which "Contracting Party" shall refer or direct to PEDIATRIC, and WHEREAS, PEDIATRIC, has available to it and will provide to "Contracting Party" appropriately licensed physical therapists and/or registered occupational therapists, recreational therapists, and/or speech therapists for the performance of such services as may be needed and requested by "Contracting Party", and WHEREAS, "Contracting Party" has obtained all necessary plans and approvals, and has caused all submissions as may be necessary for approval of this Agreement by any governmental or nongovernmental funding source for the payment of these services to be rendered by PEDIATRIC, IT IS HEREBY AGREED that:

1. Therapists provided by PEDIATRIC for the rendering of therapy services to "Contracting Party" shall be licensed as may be required by the State of Michigan for the treatment of imposing of such therapy upon persons who may be referred by "Contracting Party".

2. Therapeutic services performed by PEDIATRIC shall include diagnostic evaluation, observation, consultation, education, and such inservice training as may be requested, and treatment as shall be requested by an appropriately licensed osteopathic or medical doctor and which shall be in accordance with the special education laws of Michigan and the United States.

3. All persons upon whom therapy is performed shall first cause to be executed an appropriate consent form for the imposition of such therapy. In the case of minor persons, such consent form shall be obtained and executed by a parent of legal guardian prior to the performance of any therapy.

4. PEDIATRIC will provide evidence of appropriate malpractice insurance upon all employees or independent contractors associated with PEDIATRIC and will furnish such evidence upon request of "Contracting Party". "Contracting Party" shall be responsible for insuring its premises, whether or not occupied by PEDIATRIC for all general liability, personal injury, fire, and extended coverage. "Contracting Party" agrees to hold PEDIATRIC harmless from any claims, which claims are not based upon and on account of professional services rendered to such claimants by PEDIATRIC.

5. PEDIATRIC shall record all treatment and evaluation, progress notes and physicians' prescription or orders in duplicate, one copy of which will be stored and kept by "Contracting Party". Upon execution of appropriate release of records authorization by parents or legal guardians, PEDIATRIC shall retain the other copy.

6. "Contracting Party" maintains various physical locations at which PEDIATRIC may be required to render appropriate therapy services, the location of which shall be determined by "Contracting Party" and PEDIATRIC.

7. PEDIATRIC agrees that it shall provide therapy services as requested upon those persons referred to it by "Contracting Party" in a professional manner and in accordance with the standards of practice and ethical guidelines that are generally accepted within the profession. Persons referred for physical therapy will also have obtained a prescription for an appropriately licensed individual before such services shall be performed.

8. All therapy provided upon "Contracting Party's" premises and upon persons referred to PEDIATRIC by "Contracting Party", unless otherwise agree to by the parties, shall be provided by PEDIATRIC at the following rates:

|  |                  |
|--|------------------|
| Physical Therapist                         | \$58.00 per hour |
| Occupational Therapist                     | \$56.00 per hour |
| Speech Therapist                           | \$62.00 per hour |
| Physical Therapist Assistant               | \$40.00 per hour |
| Certified Occupational Therapist Assistant | \$38.00 per hour |
| Recreational Therapist                     | \$42.00 per hour |
| Mileage                                    | current IRS rate |

IT IS FURTHER AGREED, unless set forth otherwise in writing signed by the respective parties, that all services contemplated by this Agreement shall be rendered during regular business hours, on normal work days, Saturdays and Sundays excluded. "Contracting Party" will be billed from the time the therapist arrives at the first school in the district until the time the therapist leaves the last school in the district, including time spent traveling from one school to another. The minimum charge per day will be for one hour.

9. If Pontiac Schools is legally obligated to hire unionized therapist as a result of a request to bargain for any therapist positions by the Michigan Education Association, the parties agree that Pontiac Schools may unilaterally terminate or modify this agreement by giving 10 business days notice of the termination/modification to Pediatric Health Consultants.

10. PEDIATRIC shall render to "Contracting Party" a statement for services rendered on a monthly basis. "Contracting Party" shall cause such statements to be paid, not less frequently than on a monthly basis. Any charges not paid within 60 days from the receipt in PEDIATRIC'S office of a billing will be charged a 1% late fee.

The parties heretofore shall consult with each other relative to all necessary equipment and supplies to be purchased for therapeutic treatment. Unless otherwise agreed to in writing, it shall be the responsibility of PEDIATRIC to purchase all such equipment and supplies agreed upon and all such equipment and supplies purchased by PEDIATRIC shall remain the property of PEDIATRIC.

"Contracting Party" shall provide an appropriate setting for the provision of therapy services, which should include adequate heat, ventilation, space and privacy.

"Contracting Party" shall be responsible for obtaining and providing to PEDIATRIC all necessary prescriptions of order for therapy, evaluations and treatment, together with a properly executed consent for treatment executed by that person to be treated, or should such person be a minor, by that minor's parent or legal guardian. "Contracting Party" recognizes that it may, from time to time, refer to PEDIATRIC, minors who are under the care, custody and control of a custodial parent pursuant to appropriate Court Order. It shall be the responsibility of "Contracting Party" to determine the appropriate parent pursuant to such custodial order and obtain that parent's consent for rendering of treatment to its minor child.

IN WITNESS THEREOF, "Contracting Party" and PEDIATRIC have executed this Agreement this \_\_\_\_ 1st \_\_\_\_ day of May, 2017, and it shall remain in effect until the last day of the 2017-2018 school year.

"Contracting Party" or PEDIATRIC may terminate this contract upon thirty (30) days written notice by either party.

PEDIATRIC HEALTH CONSULTANTS, INC.

"Contracting Party"

By \_\_\_\_\_

By \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

**PEDIATRIC HEALTH CONSULTANTS, INC.**

**THERAPIST EVALUATION – PONTIAC SCHOOLS**  
**2016-2017**

Name and title of person completing this form (optional): Oretha Pettiway, Ed.S.

Name of person being evaluated: Michelle Sova  
Assignment (schools or programs): Early On  
Occupation: Occupational Therapist

Please rate the therapist on the following:

|   | Exceptional | Above Expectations | Meets Expectations | Below Expectations | Not Applicable | Comments |
|---|-------------|--------------------|--------------------|--------------------|----------------|----------|
| Knowledge in his/her field  |             | X                  |                    |                    |                |          |
| Ability to apply knowledge/skills when providing services to students |             | X                  |                    |                    |                |          |
| Ability to provide services in accordance with the IEP/IFSP           |             | X                  |                    |                    |                |          |
| Ability to offer suggestions to staff                                 |             | X                  |                    |                    |                |          |
| Comfort level with students   |             | X                  |                    |                    |                |          |
| Relationships with students   |             | X                  |                    |                    |                |          |
| Communication with staff/ administration                              |             |                    | X                  |                    |                |          |
| Communication with parents  |             | X                  |                    |                    |                |          |
| Responsiveness to parent concerns                                     |             | X                  |                    |                    |                |          |
| Professionalism   |             |                    | X                  |                    |                |          |

1. Did you/staff notice an improvement in the students' functioning related to the services the therapist provided?

Ms. Sova provides services to students enrolled in Early Childhood Special Education Services. Ms. Sova's therapeutic intervention at this early age enables students to improve functional skills in all areas of daily living.

2. Therapist's areas of strength.

Ms. Sova is able to establish positive relationships with parents and families as she delivers services in the homes of her students. Ms. Sova has implemented additional organizational strategies to assist in recording accurate data.

3. What one suggestion would you make to this therapist to improve his/her work?

- Continue Professional Development in the area of Early Childhood Development
- Continue to develop team processes as they relate to the Primary Service Model in ECSES

4. Would you want to continue working with this therapist in the future? Why or why not?

Yes, we would want to continue working with Ms. Sova in Pontiac School District.

**PEDIATRIC HEALTH CONSULTANTS, INC.**

**THERAPIST EVALUATION – PONTIAC SCHOOLS**

**2016-17**

Name and title of person completing this form (optional): Oretha Pettway, Ed.S.

Name of person being evaluated: Jennifer Preston  
Assignment (schools or programs): K-12

Occupation: Occupational Therapist Assistant

Please rate the therapist on the following:

|   | Exceptional | Above Expectations | Meets Expectations | Below Expectations | Not Applicable | Comments |
|---|-------------|--------------------|--------------------|--------------------|----------------|----------|
| Knowledge in his/her field  |             | X                  |                    |                    |                |          |
| Ability to apply knowledge/skills when providing services to students |             | X                  |                    |                    |                |          |
| Ability to provide services in accordance with the IEP/IFSP           |             | X                  |                    |                    |                |          |
| Ability to offer suggestions to staff                                 |             | X                  |                    |                    |                |          |
| Comfort level with students   |             | X                  |                    |                    |                |          |
| Relationships with students   |             | X                  |                    |                    |                |          |
| Communication with staff/ administration                              |             |                    | X                  |                    |                |          |
| Communication with parents  |             |                    | X                  |                    |                |          |
| Responsiveness to parent concerns                                     |             |                    | X                  |                    |                |          |
| Professionalism   |             | X                  |                    |                    |                |          |

1. Did you/staff notice an improvement in the students' functioning related to the services the therapist provided?

2. Therapist's areas of strength.

**Ms. Preston has demonstrated knowledge, skill and positive relationships with her students and families.**

3. What one suggestion would you make to this therapist to improve his/her work?

**Continue Professional Development in the area of fine motor and sensory integration.**

4. Would you want to continue working with this therapist in the future? Why or why not?

**We would like to continue working with Ms. Preston for the 2016-2017 School Year.**



**PEDIATRIC HEALTH CONSULTANTS, INC.**  
**THERAPIST EVALUATION – PONTIAC SCHOOLS**  
**2016-2017**

Name and title of person completing this form (optional): Oretha Pettiway, Ed.S.

Name of person being evaluated: Debbie Dalton  
 Assignment (schools or programs): K-12  
 Occupation: Occupational Therapist

Please rate the therapist on the following:

|   | Exceptional | Above Expectations | Meets Expectations | Below Expectations | Not Applicable | Comments |
|---|-------------|--------------------|--------------------|--------------------|----------------|----------|
| Knowledge in his/her field  |             | X                  |                    |                    |                |          |
| Ability to apply knowledge/skills when providing services to students |             | X                  |                    |                    |                |          |
| Ability to provide services in accordance with the IEP/IFSP           |             | X                  |                    |                    |                |          |
| Ability to offer suggestions to staff                                 |             | X                  |                    |                    |                |          |
| Comfort level with students   |             | X                  |                    |                    |                |          |
| Relationships with students   |             | X                  |                    |                    |                |          |
| Communication with staff/ administration                              |             |                    | X                  |                    |                |          |
| Communication with parents  |             |                    | X                  |                    |                |          |
| Responsiveness to parent concerns                                     |             |                    | X                  |                    |                |          |
| Professionalism   |             | X                  |                    |                    |                |          |

1. Did you/staff notice an improvement in the students' functioning related to the services the therapist provided?

**Students improved fine motor and self regulation skills as a result of the therapeutic intervention.**

2. Therapist's areas of strength.

**Ms. Dalton has provided mentorship to staff in areas of Medicaid Billing, service delivery, and documentation.**

3. What one suggestion would you make to this therapist to improve his/her work?

**Continue Professional Development in the area of Sensory Intergration.**

4. Would you want to continue working with this therapist in the future? Why or why not?

**Yes, we want to continue working with Ms. Dalton, she has been an asset to the ancillary team at Pontiac School District School District.**