



BATH COUNTY SCHOOL BOARD

AGENDA ITEM: INFORMATION { } ACTION { X } CLOSED MEETING { }

SUBJECT: SUPERINTENDENT’S REPORT - ACTION

Consider Contracts for Speech and Language Therapy and Occupational Therapy

BACKGROUND: Renewal of the speech and language therapy and occupational therapy services agreement needs to be renewed for at least one year, 2012-2013. A three-year contract has been secured.

RECOMMENDATION: Recommend approval of the three-year contract, 2012-2015, to lock in rates for future planning.





AGREEMENT

THIS AGREEMENT, made and entered into this 3rd day of April, 2012 and between The Bath County School Board, hereinafter referred to as “School Board”, and Dr. Gary Pillow T/A HERDEWE Educational Audiology & Speech Services LLC, referred to as “Contractor:..

WITNESSETH:

WHEREAS, School Board is a municipally governed entity.

WHEREAS, Contractor is an established certified health care provider.

WHEREAS, both School Board and Contractor have the interest of providing high quality services in accordance with established standards, and

WHEREAS, School Board desires to utilize licensed speech/language pathologists to provide speech/language services.

NOW, THEREFORE, in consideration of the covenants and agreements hereinafter set forth, it is mutually understood and agreed upon by the parties hereto, as follows:

1. Services under this agreement shall be provided in Bath County Schools or in a place designated by School Board.
2. The Contractor shall accept referrals for speech-language services within the professional capabilities of its employees. Referrals must be approved by the School Board representative, Director of Special Education, before any treatment is made. Thereafter, the contractor shall maintain contact with School Board representative to schedule mutually agreeable treatment sessions. Service shall be rendered by the Contractor without regard to race, sex, color, or creed.





3. Coordination of patient services is the joint responsibility of the Contractor and School Board. The Contractor is responsible for the supervision and evaluation of its personnel providing patient care. However, School Board reserves the right to conduct supervisory visits as deemed necessary to ensure that quality services are delivered.
4. Services shall be rendered by qualified personnel who will be directly responsible for timely screening and assessment of each referred child and for each eligible student. Qualified personnel shall actively participate in developing an Individualized Education Program (IEP) specific to the child's needs. The therapist will then implement IEP and will be responsible for recommending revisions to the IEP to meet the student's changing needs as necessary.
5. The Contractor shall keep appropriate records of all visits as required by School Board. These records should be reflective of the student status, treatments performed and progress made. As the student progresses toward set goals, discharge planning shall be reflected in the student record. Clinical notes shall be made available to School Board representative on a regular basis to facilitate billing and to meet guidelines set forth in state and federal regulations. Reasonable inspection of such records pertinent to performance of this contract may be made by either/or both the Contractor or School Board representative.
6. Student documentation submitted by the Contractor shall be reviewed and approved by School Board representative to ensure that said documentation meets regulations established by state of quality care. Such coordination shall occur with verbal and/or written communication between the therapist rendering the care and the School Board representative.
7. The Contractor shall provide therapists licensed by the Commonwealth of Virginia to practice the services contracted for.





8. Qualifications, policies, and procedures of School Board must be followed in the provisions of these services. Accordingly, the Contractor agrees to follow whichever qualifications, policies, and procedures are in effect at the time the Contractor provided the service. School Board will inform the Contractor in a timely manner of any alterations in the aforesaid qualifications, policies, and procedures that have been altered and to clarify and resolve any question the Contractor may have concerning said qualifications, policies, and procedures before performing services there under.

9. The Contractor understands School Board does not carry malpractice or other liability insurance on contractors. Contractor shall carry professional liability insurance coverage in an amount of at least \$1,000,000 per occurrence. Contractor shall provide, at School Board's request, a certificate of insurance reflecting the required coverage.

The Contractor agrees that it is furnishing services as an independent contractor and not as an agent of School Board and may not seek indemnification from School Board for any losses sustained, or any damages, out of court settlements, or awards which any court may impose upon it or its agents for the negligent acts of the Contractor or its agents.

The contractor shall provide proof of professional license for its therapists. Such proof may be in the form of a photo-static copy of the license as granted by the Commonwealth of Virginia, Department of Health Regulatory Board. Information from Virginia Department of Social Services Child Protective Services background check and criminal history name search through fingerprints shall be provided to the School Board.





10. School Board shall pay the Contractor for services rendered for the 2012- 13 school year on behalf of School Board pursuant to this AGREEMENT a fee of \$61.00 per hour for the services of a speech/language therapist. This includes a minimum of 25 hours average per week, and up to five days of SLP therapy per week during the regular school year. If the average of 25 minimum hours per week is not maintained, the cost per hour will become \$69 per hour for each of the three years this contract remains in place. Billable expenses shall exclude travel time from the therapist's home to the initial county work site/school, however, time of travel between county schools/work sites are to be included in hourly wages. Time at school that is not billable would include a NON-WORKING lunch break, or any otherwise time that is not dedicated to the billable time described as follows:

- a. Billable time is for planning for as well as for direct therapy, consultative time and /or meetings (for IEPs, etc.) with teachers, administrators and/or parents of students and
- b. Any paperwork involved with the described services and billing (such as Medicaid) for such services.

Speech-Language services for the next two school years (6/31/13 through 6/30/15) are as follows:

2013 - 14 \$62.00 per hour for at least 25 hours average per week and up to five days of speech therapy per week.

2014 –15 \$63.00 per hour for a minimum of 25 hours average per week and up to five days of speech therapy per week.

11. An invoice will be submitted monthly to School Board for approval and processing to reimburse Contractor for services rendered. No FICA, Federal or State withholding or





any other taxes whatsoever shall be withheld by School Board.

12. The current 2012-15 AGREEMENT shall remain in effect for the three school years dating August 2012 through June 30, 2015. At the conclusion of this AGREEMENT, as in the past, services will be negotiated for continuing years with changes agreed upon by both Contractor and School Board.
13. The School Board agrees that it will not hire an employee of Dr. Gary Pillow for a period of two years following the date of employee's termination. Should the School board violate this portion of the agreement, the School Board agrees to pay a finders fee of \$8,000 to the Contractor for each employee hired.
14. Failure of Contractor or School board to abide by one or more of the provisions of this AGREEMENT shall constitute a breach of the same, and may cause, the immediate termination of this AGREEMENT.
15. Contractor agrees to provide therapy services under this AGREEMENT in a manner that fully satisfies applicable standards as promulgated by the Department of Health and Human Services, the laws of the Commonwealth of Virginia and regulations of any State Agency.
16. Any and all changes, other than those in the qualifications, policies and procedures of School Board as referred to in Paragraph 8 of this AGREEMENT must be in writing and with the written consent of the parties named herein. Aside from the qualifications, policies and procedures of School Board referenced in Paragraph 8 of this AGREEMENT, the provisions of this AGREEMENT constitute this AGREEMENT.
17. This AGREEMENT shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia.





IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be duly executed by their authorized officers as the day and year first above written.

Date: _____
Gary L. Pillow, Ed.D., Au.D., CCC-SLP/A
HERDEWE Educational Audiology and
Speech-Language Services, LLC

Date: _____
Chairman
Bath County School Board

Date: _____
Sue Hirsh., Superintendent
Bath County Schools





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WITNESSETH:

WHEREAS, School Board is a municipally governed entity.

WHEREAS, Contractor is an established certified health care provider.

WHEREAS, both School Board and Contractor have the interest of providing high quality services in accordance with established standards, and

WHEREAS, School Board desires to utilize licensed Occupational Therapists to provide Occupational Therapy (OT) services.

NOW, THEREFORE, in consideration of the covenants and agreements hereinafter set forth, it is mutually understood and agreed upon by the parties hereto, as follows:

1. Services under this agreement shall be provided in Bath County Schools or in a place designated by School Board.
2. The Contractor shall accept referrals for occupational therapy services within the professional capabilities of its employees. Referrals must be approved by the School Board representative, Director of Special Education, before any treatment is made. Thereafter, the contractor shall maintain contact with School Board representative to schedule mutually agreeable treatment sessions. Service shall be rendered by the Contractor without regard to race, sex, color, or creed.





3. Coordination of patient services is the joint responsibility of the Contractor and School Board. The Contractor is responsible for the supervision and evaluation of its personnel providing patient care. However, School Board reserves the right to conduct supervisory visits as deemed necessary to ensure that quality services are delivered.
4. Services shall be rendered by qualified personnel who will be directly responsible for timely screening and assessment of each referred child and for each eligible student. Qualified personnel shall actively participate in developing an Individualized Education Program (IEP) specific to the child's needs. The therapist will then implement IEP and will be responsible for recommending revisions to the IEP to meet the student's changing needs as necessary.
5. The Contractor shall keep appropriate records of all visits as required by School Board. These records should be reflective of the student status, treatments performed and progress made. As the student progresses toward set goals, discharge planning shall be reflected in the student record. Clinical notes shall be made available to School Board representative on a regular basis to facilitate billing and to meet guidelines set forth in state and federal regulations. Reasonable inspection of such records pertinent to performance of this contract may be made by either/or both the Contractor or School Board representative.
6. Student documentation submitted by the Contractor shall be reviewed and approved by School Board representative to ensure that said documentation meets regulations established by state of quality care. Such coordination shall occur with verbal and/or written communication between the therapist rendering the care and the School Board representative.
7. The Contractor shall provide therapists licensed by the Commonwealth of Virginia to practice the services contracted for.





8. Qualifications, policies, and procedures of School Board must be followed in the provisions of these services. Accordingly, the Contractor agrees to follow whichever qualifications, policies, and procedures are in effect at the time the Contractor provided the service. School Board will inform the Contractor in a timely manner of any alterations in the aforesaid qualifications, policies, and procedures that have been altered and to clarify and resolve any question the Contractor may have concerning said qualifications, policies, and procedures before performing services there under.

9. The Contractor understands School Board does not carry malpractice or other liability insurance on contractors. Contractor shall carry professional liability insurance coverage in an amount of at least \$1,000,000 per occurrence. Contractor shall provide, at School Board's request, a certificate of insurance reflecting the required coverage.

The Contractor agrees that it is furnishing services as an independent contractor and not as an agent of School Board and may not seek indemnification from School Board for any losses sustained, or any damages, out of court settlements, or awards which any court may impose upon it or its agents for the negligent acts of the Contractor or its agents.

The contractor shall provide proof of professional license for its therapists. Such proof may be in the form of a photo-static copy of the license as granted by the Commonwealth of Virginia, Department of Health Regulatory Board. Information from Virginia Department of Social Services Child Protective Services background check and criminal history name search through fingerprints shall be provided to the School Board.





10. School Board shall pay the Contractor for services rendered for the 2012 -13 school year on behalf of School Board pursuant to this AGREEMENT a fee of \$61.00 per hour for the services of an occupational therapist. This includes a minimum of 25 hours average per week, and up to five days of OT therapy per week during the regular school year. If the average of 25 minimum hours per week is not maintained, the cost per hour will become \$69 per hour for each of the three years this contract remains in place. Billable expenses shall exclude travel time from the therapist's home to the initial county work site/school, however, time of travel between county schools/work sites are to be included in hourly wages. Time at school that is not billable would include a NON-WORKING lunch break, or any otherwise time that is not dedicated to the billable time described as follows:

- a. Billable time is for planning for as well as for direct therapy, consultative time and /or meetings (for IEPs, etc.) with teachers, administrators and/or parents of students and
- b. Any paperwork involved with the described services and billing (such as Medicaid) for such services.

Occupational therapy service rates for the next two school years (6/31/13 through 6/30/15) are as follows:

2013 - 14 \$62.00 per hour for at least 25 hours average per week and up to five days of occupational therapy per week.

2014 -15 \$63.00 per hour for a minimum of 25 hours average per week and up to five days of occupational therapy per week.

11. An invoice will be submitted monthly to School Board for approval and processing to reimburse Contractor for services rendered. No FICA, Federal or State withholding or any other taxes whatsoever shall be withheld by School Board.





12. The current 2012-15 AGREEMENT shall remain in effect for the three school years dating August 2012 through June 30, 2015. At the conclusion of this AGREEMENT, as in the past, services will be negotiated for continuing years with changes agreed upon by both Contractor and School Board.
13. The School Board agrees that it will not hire an employee of Dr. Gary Pillow for a period of two years following the date of employee's termination. Should the School board violate this portion of the agreement, the School Board agrees to pay a finders fee of \$8,000 to the Contractor for each employee hired.
14. Failure of Contractor or School board to abide by one or more of the provisions of this AGREEMENT shall constitute a breach of the same, and may cause, the immediate termination of this AGREEMENT.
15. Contractor agrees to provide therapy services under this AGREEMENT in a manner that fully satisfies applicable standards as promulgated by the Department of Health and Human Services, the laws of the Commonwealth of Virginia and regulations of any State Agency.
16. Any and all changes, other than those in the qualifications, policies and procedures of School Board as referred to in Paragraph 8 of this AGREEMENT must be in writing and with the written consent of the parties named herein. Aside from the qualifications, policies and procedures of School Board referenced in Paragraph 8 of this AGREEMENT, the provisions of this AGREEMENT constitute this AGREEMENT.
17. This AGREEMENT shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia.





IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be duly executed by their authorized officers as the day and year first above written.

Date: _____
Gary L. Pillow, Ed.D., Au.D., CCC-SLP/A
HERDEWE Educational Audiology and
Speech-Language Services, LLC

Date: _____
Chairman
Bath County School Board

Date: _____
Sue Hirsh, Superintendent
Bath County Schools

