

City of Providence
STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

RESOLUTION OF THE CITY COUNCIL

No. 247

EFFECTIVE May 26, 2014

RESOLVED, That the Members of the Providence City Council

hereby Authorize Approval of the following Sole Source Contract Award by the Board of Contract and Supply, in accordance with Section 21-26 of the Code of Ordinances.


CBS Therapy
(School Department)


\$56,850.00

IN CITY COUNCIL

MAY 15 2014


READ AND PASSED



PRES.


CLERK
ACTING

**Effective without the
Mayor's Signature**



City Clerk
ACTING

MATTHEW M. CLARKIN, JR.
INTERNAL AUDITOR
25 DORRANCE STREET, ROOM #307
PROVIDENCE, RI 02903
Phone: (401) 421-7740 EXT. 577
Fax: (401) 351-1058
mclarkin@providenceri.com



City of Providence, Rhode Island Office of the Internal Auditor

April 3, 2014

Ms. Lori Hagen
City Clerk
City of Providence
25 Dorrance Street
Providence, RI 02903

Dear Clerk Hagen:

In accordance with Section 21-26 of the City's Code of Ordinances, I am writing to request that the following requested contract awards be submitted to the City Council and the Ways & Means Committee for approval.

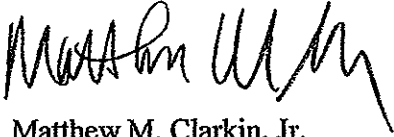
- *Water Supply Board* - Award to **Duarte Corp.** for permanent road restoration in an amount not to exceed \$650,000 per year
- *Emergency Management* - Sole source award to **W.B. Mason** for the purchase of furniture for the PEMA Training Center in an amount not to exceed \$40,000.

In accordance with Section 21-26 of the City's Code of Ordinances, I am writing to request that the following requested contract awards be submitted to the City Council and the Subcommittee on Education for approval.

- *School Department* - Contract extension to **EA Engineering Service & Technology** for air quality testing at the Alvarez High School in an amount not to exceed \$46,700 for the 2014-2015 school year.
- *School Department* - Sole source award to **CBS Therapy** to provide direct physical therapy services to students enrolled in Special Education, those receiving services through a service plan (private schools) or a 504 plan.

If you have any questions or concerns regarding any of these items, please contact me. Thank you for your consideration with this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Matthew M. Clarkin, Jr.", with a stylized, cursive script.

Matthew M. Clarkin, Jr.
Internal Auditor

Cc:

Alan Sepe, Director of Operations
Francisco Ramirez, Director of Purchasing
Joseph Spremulli – Deputy General Manager - Providence Water
Judith Petrarca, Purchasing Administrator – School Department
Peter T. Gaynor, Director of PEMA

ANGEL TAVERAS
Mayor

SUSAN F. LUSI, PH.D.
Superintendent

Providence Schools

Providence Public School District
Purchasing Office
797 Westminster Street
Providence, RI 02903-4045
tel. 401.456.9264
fax 401.456.9292

March 26, 2014

The Honorable Angel Taveras Chairman
Board of Contract & Supply
City Hall
Providence, RI 02903

Dear Mayor Taveras:

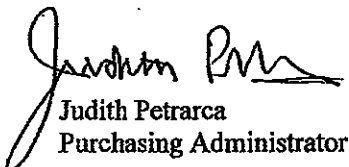
The Providence School Department//Office of Special Education/Federal Programs-IDEA respectfully requests the Board of Contract and Supply to approve enter into a contract with CBS Therapy in a total amount not to exceed \$56,850.00.

The consultant will provide direct physical therapy services to students enrolled in Special Education, those receiving services through a service plan (private schools) or a 504 plan. This may include individual, classroom based or group sessions. They will provide complete PT evaluations to students referred for initial assessments, triennial reviews or IEP reviews. They will provide written and/or verbal reports, provide consultation services to classroom teachers, school personnel and parents, as needed, complete any/all paperwork needed, follow an itinerant schedule on a weekly basis, submit schedule updates and time sheets. The services provided thru this contract are dictated by Federal IDEA Law and the State Education Law. Failure to provide these services outlined in an Individual Education Program results in violation of both federal and state law. The District is unable to provide this service thru employees as an appropriate candidate is not able to be identified OR the employee is out on extended medical leave.(Please see enclosed contract.)

Federal funds for this project are regulated by the Department of Education. The Federal Office of the School Department is merely the custodian of the funds, and the School Department requests the Board of Contract and Supply approve this program.

Funding is available in account: IDEA. *ACW*

Respectfully submitted,


Judith Petrarca
Purchasing Administrator

MINORITY/WOMEN PARTICIPATION \$ 0 0 %

An Equal Opportunity Employer. The Providence School Department does not discriminate on the basis of race, age, sex, religion, sexual orientation, gender identity or expression, national origin, color, disability or veteran status. Vision: The Providence Public School District will be a national leader in educating urban youth. Mission: The Providence Public School District will prepare all students to succeed in the nation's college's and universities, and in their chosen professions.

Consultant Service Contract

The Providence School District, hereinafter referred to as "District," and independent contractor, CBS Therapy, hereinafter referred to as "Consultant," enter into a contract on this the 29th day of August, 2013 for the provision of consultant services.

1. District agrees to engage Consultant, and Consultant agrees to perform personally, in a manner satisfactory to District, the following services:

WORK TO BE PERFORMED/DELIVERABLES

- Provide direct physical therapy services to students enrolled in Special Education Programs, receiving services through a service plan (private schools), or a 504 plan. This may include individual, classroom based, or group sessions.
- Provide complete physical therapy evaluations to students referred for initial assessments, triennial reviews, or IEP reviews with the assigned schools or at other assigned locations.
- Provide written and/or verbal reports, as required by the Special Education Department.
- Provide consultation services to classroom teachers, school personnel and parents, as needed.
- Complete any/all paperwork associated with the referral and assessment process, IEP development, Medicaid reimbursement forms, monthly tracking sheets, and other as required by the Special Education Department.
- Follow an itinerant schedule on a weekly basis.
- Submit schedule updates as needed.
- Submit time sheets as required.

EVALUATION PROCESS

- All work performed will be evaluated by review of the individual student IEP quarterly progress reports and by the Consultant's ability to provide the needed services.

NEED FOR THIS SERVICE

- The services provided for with this contract are dictated by federal law IDEA and the state special education law. Failure to provide the services outlined in an Individual Education Program results in violation of both federal and state law.
- The District is unable to provide this service with its employees as an appropriate candidate is not able to be identified OR the employee is out on extended medical leave.

2. Unless discontinued earlier by District, the services are to be performed at the following times and places: Time and place of services will be determined by the need of the students' IEPs. Multiple site coverage is required for this assignment. Physical therapist will work with the student's case manager to schedule sessions that will occur during the school day. Once a schedule is determined, it should be followed and staff members notified that the student will be out of class during that scheduled time.

3. District agrees to pay Consultant a fee of \$78.00 per hour, for a total fee not to exceed \$56,850.00, as compensation for services rendered. Consultant shall not be paid in advance.

Fee Schedule: The Consultant will provide the District with a monthly bill indicating the following: date, times, location, and type of service performed (evaluation, direct service, consultation to teachers, etc.)

4. This agreement shall be in effect from 8/29/2013 to 6/27/2014, unless terminated by either party at any time, with or without cause. In the event of termination by District or Consultant prior to completion of the contract, compensation shall be prorated on the basis of hours actually worked, and Consultant shall only be entitled to receive just and equitable compensation for any satisfactory work completed and expenses incurred up to the date of termination.

Consultant may not assign this contract to a third party without the written consent of the District. Consultant must conduct a criminal background check, at the Consultant's expense, of all employees employed under this contract, except District employees.

Consultant is not an employee of District and is not entitled to fringe benefits, pension, workers' compensation, retirement, etc. District shall not deduct Federal income taxes, FICA (Social Security), or any other taxes required to be deducted by an employer, as this is the responsibility of the Consultant.

Consultant understands products produced as a result of this contract are the sole property of the District and may not be used by Consultant without the express written permission of the District.

Consultant agrees to hold District harmless from any and all damages incurred by District by reason of Consultant's negligence or breach of contract, including without limitation, damages of every kind and nature, out-of-pocket costs, and legal expenses.

This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original but all of which together shall constitute one (1) and the same instrument.

IN WITNESS WHEREOF, Providence Public School Department and Consultant have executed this contract; effect the date first herein written.

Providence Public School Department

Superintendent: _____

or

Chief Financial Officer: _____

Date: _____

Consultant: _____

Date: _____

Social Security/Federal Tax ID Number: _____

Approved as to form and correctness:

Jeffrey M. Padwa 3/4/14
Jeffrey M. Padwa, City Solicitor

Signature of PSD Staff Contact

Person: _____

Phone Number: _____

Date of Board Approval: _____
(For contracts of \$5,000 or more)

Revised February, 2003

Mar. 25. 2014 3:35PM

No. 1422 P. 4

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Providence Public School Department

Superintendent: _____

or

Chief Financial Officer: _____

Date: _____

Consultant: *[Signature]*

Date: 3/22/2014

Social Security/Federal Tax ID Number: 260785559