

The Institute for Behavior Change, PC

Steven A. Kossor, Director

Federal EIN: 23-2935316

phone or fax

848 W. King's Hwy.

Coatesville, PA 19320-1714

(610) 524-8701

There are no obstacles, only hurdles of varying heights. None is so great that it can not be overcome, gotten around or gone under. Even mountains disintegrate with time.

STANDARD AGREEMENT FOR CLINICAL CONSULTING SERVICES

Consultant Name: The Institute for Behavior Change, Inc. ("IBC")

Consultant Address: 848 W. King's Highway Coatesville, PA 19320-1714

Consultant License/certification: Steven Kossor, Licensed Psychologist, Certified School Psychologist

Consultant EIN: 23-2935316

Phone: 610-524-8701

Services: Pennsylvania Certified School Psychologist, School Psychologist's Assistant

Term: _____ to _____

Consultant Specialty: Clinical & Educational Psychology, EPSDT, Behavioral Health Rehabilitation Services

GENERAL TERMS AND CONDITIONS

- Description of services to be provided:** Educational and Behavior Support Service consultations by a licensed and school-certified psychologist or by staff operating under the direct and ongoing supervision of a licensed and school-certified psychologist with individual students, The _____ Charter School staff, BHR Service providers, and/or family members of students at times and places as agreed. Collection of behavioral information and related data from time to time as necessary to initiate and/or continue the delivery of appropriate services and to document same. It is understood that additional services (BHR or EPSDT services, outpatient psychological evaluation or treatment, etc.) may be provided to students of The _____ Charter School by Consultant or employees of Consultant but will not be compensated by The _____ Charter School except as approved by the Chief Operating Officer of The _____ Charter School in writing in advance.
- It is understood that unlicensed or uncertified employees of Consultant will function only under the supervision of a licensed professional psychologist and that, although Consultant and any unlicensed or uncertified employees of Consultant will be considered independent contractors for book-keeping purposes, any unlicensed or uncertified employees of Consultant will provide no services independently at any time.
- The parties agree that the relationship between The _____ Charter School and Consultant shall at all times be considered that of an independent contractor. Consultant (and any employees of Consultant operating under supervision) shall be solely responsible for their own compliance with all federal, state, and local laws including, but not limited to, employment taxes, workers' compensation, and licensure.
- Consultant agrees that until the expiration of six (6) years after finishing the services provided under this agreement, Consultant will make available to the Secretary, U.S. Department of Health and Human Services, the U.S. Comptroller General, other state or local government agencies, and their representatives, this Agreement and all books, documents and records necessary to certify the nature and extent of the costs of those services.

5. Consultant shall maintain, at its own expense, a professional liability insurance policy with one million dollars (\$1,000,000) individual and three million dollars (\$3,000,000) aggregate coverage for Consultant and employees of Consultant. Consultant's insurance policy shall not be cancelable without 30 days written notice to The _____ Charter School. Proof of insurance coverage will be provided to The _____ Charter School for Consultant and all employees of Consultant who will be providing services to The _____ Charter School by Consultant prior to commencement of services.
6. A Pennsylvania Certified School Psychologist will provide school psychologist consultation services and necessary supervision to staff for up to 10 hours weekly as requested by the _____ Charter School administration. No minimum number of hours of service is required, but if a regular schedule of hours is not established, then Certified School Psychologist hours will be available on a best-efforts basis only.
7. One or more School Psychologist's Assistants ("Program Specialists") will provide diagnostic assessment, facilitate IEP development, and deliver behavioral and learning support consultation to _____ Charter School faculty for up to 40 hours weekly as requested by the _____ Charter School administration. No minimum number of hours of service is required, but if a regular schedule of hours is not established, then Program Specialist hours will be available on a best-efforts basis only.
8. No modification to this Agreement shall be effective unless embodied in a written instrument executed by the parties hereto.
9. Consultant shall maintain all required permissions, licenses and certification for itself and will catalogue all required permissions, licenses and certifications for all employees of Consultant and shall immediately notify The _____ Charter School in writing in the event said permissions, licenses or certifications are revoked or suspended.
10. Consultant shall bill weekly in arrears in accordance with the stipulations and fee schedule in Appendices A and B attached hereto and made a part hereof. Payment shall be due within thirty (30) days following receipt of the bill by The _____ Charter School.
11. Consultant and employees of Consultant operating under supervision shall not discriminate against any person in the provision of services on account of handicap, race, color, religion, ethnic origin, age, sex or sexual orientation.
12. Consultant and employees of Consultant agree to keep confidential all reports and records of students and their families, in compliance with federal and state law dealing with the confidentiality of education/medical records.
13. This Agreement may be terminated by The _____ Charter School upon thirty (30) days written notice to Consultant or by Consultant upon thirty (30) days written notice to The _____ Charter School. This agreement shall be terminated immediately if Consultant's permission, license and/or certification is suspended or revoked, and may be terminated immediately for any act by Consultant or any employee of Consultant which is deemed by The _____ Charter School to be harmful to students (i.e., child abuse, etc.).

14. All notices under the Agreement shall be in writing and shall either be hand delivered or sent certified mail, return receipt requested to the following addresses: for The _____ Charter School: _____ . Correspondence to the Consultant, should be sent to the address in letterhead.

The Undersigned, intending to be legally bound, do hereby affix their signatures:

For The _____ Charter School

For The Institute for Behavior Change

By: _____

By: _____

Title: _____

Director, Licensed Psychologist, Certified School Psychologist

Date: _____

Date: _____

APPENDIX A

Compensation is to be paid by The _____ Charter School to Consultant only for services that are requested by The _____ Charter School.

Consultant will receive directives from The _____ Charter School as to the maximum number of hours that may be billed in any given month or for any given student and Consultant agrees to comply with these directives.

Subject to the limitations set forth above in this Appendix A and in the preceding Agreement, compensation shall be paid to Consultant by The _____ Charter School according to the following fee schedule:

Current billing rates are published at www.abc-pa.org

Brief Intelligence Assessment (1 WASI) and Report	\$
Brief Academic Achievement Screening (1 WRAT III) and Report	\$
Intelligence Assessment (1 WAIS III or 1 WISC III or 1 WISC IV) and Report	\$
Comprehensive Academic Achievement Testing (WIAT II) and Report	\$
Behavioral Assessment (1 DSMD or 1 Brown ADHD scale or 1 Vineland) and Report	\$
Universal Nonverbal Intelligence Test (UNIT) and Report	\$
Beery-Buktenica Developmental Test of Visual-Motor Integration (VMI) 1 and Report	\$
All evaluations are conducted with the input and oversight of a Certified School Psychologist.	
Certified School Psychologist additional consultations, per hour, including travel to school	\$
Program Specialist additional consultations, per hour, including travel to school	\$

APPENDIX B

Clarification of billing practices

The following describes exactly what constitutes an “evaluation” and how other services are billed.

Evaluations

- Testing, scoring and interpretation of formal tests (WISC, WIAT, DSMD, Vineland, etc)
- Consulting with school faculty for up to one hour to obtain clarification of reports and data collected
- Editing draft Evaluation Report document
- Consulting with Certified School Psychologist for up to one hour to assure adequacy of finished report
- Mailing finished Evaluation Report to school

Evaluations are billed on the basis of the type(s) of formal tests administered, assuming that time spent in consultations with school faculty does not exceed one hour. If consultations with school faculty exceed one hour for any given examinee, the additional time over 1 hour is billed as Program Specialist time, in accordance with the Agreement between the school and IBC. If the time needed by the Certified School Psychologist to complete a review of the report, and edit it as necessary, exceeds one hour, the additional time over 1 hour is billed as Certified School Psychologist time in accordance with the Agreement between the school and IBC. It is normally not necessary to involve a Certified School Psychologist for more than one hour in the processing of Evaluation Reports for a Charter School. The school would be notified of the need for more extensive involvement of a Certified School Psychologist prior to any such billing (to address unusual diagnostic or classification concerns, etc).

Program Specialist Consultations

- Classroom observation
- Behavior program or other report writing (including updating of previous Evaluation Reports)
- Consultations with parents, school faculty or school administration
- Counseling students
- Other services as requested by school administration subject to limitations imposed by regulation

Program Specialist services are billed at the hourly rate, and for no more than the amount of time specified in the Agreement between the school and IBC. The delivery of a request for these services to a Program Specialist by a member of the school faculty or administration will be accepted as the school administration’s approval for subsequent billing by IBC for these services. Program Specialist time spent in weekly general supervision with a licensed and Certified School Psychologist is not billed.

Certified School Psychologist Consultations

- Completing and signing Evaluation Reports as necessary in accordance with prevailing regulations. Up to one hour of Certified School Psychologist consultation is included in the cost of each evaluation.
- Reviewing and completing update of previous Evaluation Reports to determine current student status
- Consultations with parents, school faculty or school administration
- Other services as requested by school administration subject to limitations imposed by regulation

Certified School Psychologist services are billed at the hourly rate, and for no more than the amount of time specified in the Agreement between the school and IBC. The delivery of a request for these services to a Certified School Psychologist by a member of the school faculty or administration will be accepted as the school administration's approval for subsequent billing by IBC for these services. Certified School Psychologist time spent in weekly general supervision with a Program Specialist is not billed.

Transportation

- Transportation is billed at the hourly rate for the given service provider, for travel one-way to the school on each day that services are rendered by that provider at the school. It is in the school's best interest to schedule as much service delivery for each provider as possible on any given day.