



**CONTRACT WITH WARREN COUNTY SCHOOL DISTRICT  
BEHAVIOR CONSULTANT SERVICES – District Wide  
August 27, 2021 through June 15, 2022**

Achievement Center of LECOM Health will provide the following services throughout the 2021-2022 WCSD Academic Year.

**Behavior Consultation**

**Behavior Consultation will be provided by clinicians with specific expertise in the field of Applied Behavior Analysis (ABA). The Behavior Consultant (BC) will be supervised by a Board Certified Behavior Analyst (BCBA).**

**Responsibilities will include the following:**

- A. Directing Functional Behavior Assessments (FBA) of individual student's problematic behavior which will include:
  - a. Operationally defining behaviors targeted for reduction.
  - b. Setting up data collection systems for classroom staff to capture necessary antecedent and consequence data surrounding the identified problematic behavior.
  - c. Analyzing and graphing antecedent and consequence data.
  - d. Conducting functional assessment interviews with teachers, aides, and parents.
  - e. Synthesizing FBA data into a working hypothesis as to the primary function of the child's problematic behavior.
  - f. Informally testing that hypothesis (if safety and other factors allow).
- B. Working along with classroom staff in translating the results of the FBA to an effective positive behavior support plan for the student. This would include:
  - a. Using the Competing Behavior Model, identifying a functionally equivalent replacement behavior to either teach to the child or strengthen its performance in his/her current repertoire.
  - b. Designing individualized antecedent interventions and environmental accommodations to abolish the motivating operation involved with the student's problematic behavior.
  - c. Designing specific instructional strategies using evidence-based methodologies such as discrete trial instruction, incidental teaching, or natural environment training to teach the identified replacement behaviors.
  - d. Designing extinction strategies to address problematic behavior when it occurs.
  - e. Developing data collection systems to track progress toward measurable goals outlined in the positive behavior support plan.
  - f. Developing an individualized crisis plan to address episodic displays of problem behavior that place the student or others in harm's way.
- C. Working along with classroom staff in developing classroom-wide behavior management protocols so that teachers can maximize learning opportunities and positive reinforcement for all students while reducing the need for punitive measures such as office referrals, in-school suspensions, or loss of privileges.

- D. Completing more advanced Social Skills and Relational Skills assessments such as the PEAK Relational Training System with students who possess more advanced language skills but still struggle with such social language issues as:
- a. Perspective taking
  - b. Theory of Mind
  - c. Advanced conversational skills – question-asking; commenting; remaining on topic
  - d. Reading nonverbal and contextual cues and adjusting language accordingly
- E. Utilizing the technology of Behavior Skills Training to impart the skills related to behavior change procedures to classroom teachers and educational aides so that they eventually become the primary agents of behavior change in the school building.
- F. Creating necessary intervention tools and visual aids which could include:
- a. Waiting and Break visuals
  - b. Picture Activity Schedules (with instruction focused on independent student use)
  - c. Picture Exchange Communication System (PECS) materials
  - d. Token Economy Boards or Display Systems
  - e. Self-management Systems
- G. Summarizing data collected from both the student's acquisition and reductive programs to provide a comprehensive chronology of his/her progress over the entire school year.
- H. Conducting ABA-based language assessments (ABLLS-R; VB-MAPP; PEAK) to identify language deficits that may be contributing to the student's reliance on problematic behavior to communicate his/her basic needs.
- I. Translating the results of the ABA-based language assessments to evidence-based teaching strategies such as:
- a. Discrete Trial Instruction
  - b. Natural Environment Training
  - c. Incidental Teaching
- J. Using Behavior Skills Training, imparting the highly specialized teaching methodologies such as DTI to classroom teachers and aides in order to maximize the learning potential of their students.
- K. Consult with school personnel and attend collaborative meetings as needed
- L. Case coordination and monitoring
- M. Communicate with parents as requested by designated school personnel
- N. Communicate with administration regarding program needs

**Provided by the School District for Behavior Consulting:**

- A supportive proactive atmosphere within which to deliver services
- Internet access
- Safe and appropriate work space to conduct necessary tasks
- Designated school district personnel to collaborate closely with provider

- Materials needed to facilitate any interventions or activities and resources (including paper and access to photo-copy machine)
- Travel time within the Warren County School District (school to school) will be billable time
- Funding not to exceed \$45,000.00 for the 2021-2022 school year (not to exceed 671 hours)
- An invoice for services will be send every month (approximately the 15<sup>th</sup> of every month) and payment will be expected within 30 days of the invoice

### **Force Majeure**

Notwithstanding anything to the contrary contained herein, neither party shall be liable to the other for any unavoidable delays or failure in performance of obligations hereunder caused by acts beyond its reasonable control, including, but not limited to, acts of God, acts of war, civil unrest or terrorism, shortage of supply, breakdowns or malfunctions, interruptions or malfunction of computer facilities, loss of data due to power failures or mechanical difficulties, labor difficulties, pandemic or the effects of a national, state or local emergency as declared by the appropriate elected official(s) of the jurisdiction (each, a “Force Majeure”). Notwithstanding the foregoing, in the event of a Force Majeure, each party agrees to perform its obligations hereunder to the maximum extent legally permitted and reasonably possible, and to accept such performance from the other party, so long as such performance complies with all of the terms, conditions, and requirements of this Agreement. For instance, if performance can reasonably continue through remote or telehealth services in a manner that complies with all of the terms, conditions, and requirements of this Agreement, such performance shall continue, and shall be accepted, notwithstanding the Force Majeure event. Under no circumstances is there a requirement to accept, or pay for, any alternative method of performance that does not comply with all of the terms, conditions, and requirements of this Agreement. If either party is unable to perform in accordance with this Agreement due to a Force Majeure event, it must promptly provide written notice to the other party of such Force Majeure event describing the extent to which the party cannot perform. The parties shall thereafter negotiate in good faith an addendum to this Agreement to reflect an amended Scope of Work and the compensation to be paid therefore. A Force Majeure event in no circumstance forgives the performance of any payment obligations for services performed under this Agreement that are in full compliance with the terms, conditions, and requirements of this Agreement; but does forgive the performance of any payment obligations for services that, as a result of the Force Majeure event, are either not performed or are performed, but not in full compliance with the terms, conditions, and requirements of this Agreement.

### **Non-solicitation of Employees:**

It is hereby agreed between the parties that its agents shall not directly or indirectly hire, or attempt to hire, or use any employees or former employees (who were employed during any portion of the term of this Agreement) of the Achievement Center of LECOM Health during the term of this Agreement and for a period of twelve (12) months after the expiration or termination of this Agreement. Should this Section be breached, Warren County School District agrees to pay the Achievement Center of LECOM Health an amount equal to \$8,500.00 per employee so coerced, encouraged, or utilized, as liquidated damages.

## **CONTRACT SUMMARY**

### **Unit Funded Services Description:**

Behavior Consulting

Achievement Center of LECOM Health will bill the Warren County School District for Behavior Consultant at a rate of \$67 an hour, not to exceed \$45,000.00 for the term of the agreement. School District employee must process a written

request for the services stated herein and have it approved by the School District's Director of Pupil Services, or her designee, prior to the provision of the service(s). The Behavior Consultant shall request a copy of the approval prior to providing the service(s). The School District shall not be responsible for paying for any service that does not adhere to these requirements.

### **Business Associate Agreement**

Achievement Center of LECOM Health and Warren County School District shall enter into a Business Associate Agreement to ensure compliance with HIPAA, while at the same time maximizing the exchange of information so as to enable both parties to provide the highest quality of educational and professional services to the students receiving the services contemplated by this agreement. The parties also agree to comply with the requirements of FERPA in the implementation of this contract and the Business Associate Agreement.

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Charlotte Rerko, RN  
Chief Executive Officer  
Achievement Center of LECOM Health

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Superintendent of Schools  
Warren County School District

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Janet Wittmann  
Chief Financial Officer  
Achievement Center of LECOM Health

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Board of Directors, President  
Warren County School District

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Board of School Directors, Secretary  
Warren County School District