CDCI Consultative Services

CONSULTATION AGREEMENT PROCEDURE MANUAL
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INTRODUCTION

This document was developed to serve as a guide for faculty and staff seeking and/or obtaining consultation agreements to be performed through the Center on Disability and Community Inclusion. The types and purposes of consultation agreements that may be sought vary but most will be assessments, training, or technical assistance in the form of direct services or consultations that are client-specific, to another professional and/or to a whole organization (Figure 1). The intent of this document is to help you and the CDCI develop and execute successful agreements.

Figure 1. Depiction of the types and purposes of agreements performed through the Center on Disability and Community Inclusion.

SEEKING AGREEMENTS

There are times when you may wish to advertise your individual or project’s expertise in an area in order to obtain agreements. Following is information and considerations for those seeking agreements:
A generic CDCI brochure template is provided in Appendix A to facilitate the creation of brochures to seek agreements. With this template, your specific information would be added to the inside fold.

When creating a brochure, pamphlet or other methods of seeking agreements use your own contact information or that of your project staff (if that has been pre-arranged and approved by the project staff and the CDCI business manager). DO NOT use the generic CDCI contact number as the Center’s staff will not have the information necessary to guide callers or answer questions.

When creating a brochure, pamphlet or other methods of seeking agreements ensure that the CDCI and the University of Vermont are represented in your advertisement. CDCI and UVM logos are included in Appendix B.

You are encouraged to develop a brochure or other method of seeking agreements that is accessible to all users. Consider having a “plain text” and large font version.

The CDCI dissemination coordinator is available to assist you in creating a brochure or other advertisements.

- You will need to send a ‘mock-up’ version of the brochure with titles and text finalized.
- You will need to decide how you will disseminate the brochure as this will impact its formatting. There is no financial support available for printing or advertising your services through the CDCI.
- Plan on at least two weeks between making the request and the brochure being completed.

**DEVELOPING AN AGREEMENT**

When developing an agreement, ensure that the following steps are carefully followed and documented:

1. **DEVELOPING THE AGREEMENT**

Discuss the proposed agreement with the CDCI Director and the CDCI Business Manager. Also discuss the proposed agreement with the coordinator or director of any projects to which the agreement might be related. Discuss the following points...

- Do the services to be included in the agreement conflict or appear to conflict with the scope of work of existing CDCI projects? If so the
funders of the project should be contacted to explain the rational and necessity of this agreement. It is possible that the agreement may have to be declined or modified.

☐ Does the CDCI currently have employees who would have the time and skills to fulfill this agreement? If yes, would their workload agreement need to be amended or would extra payment voucher be more appropriate? Note: Faculty working on federally funded grants cannot have a combined workload greater than 100% FTE. If no employee of the CDCI can fulfill the agreement, has an outside person agreed to do the work through the CDCI has a consultant? If not, the agreement may have to be declined or modified.

☐ Should the person fulfilling the agreement possess professional liability insurance? It is generally recommended for physical and occupational therapists to carry professional liability insurance.

☐ What percentages of the funds generated by this agreement will be distributed to different account(s), project(s) and/or faculty/staff? This decision will be made in collaboration between the CDCI Director, CDCI Business Manager, related Project Director or Coordinator (if appropriate) and the person seeking the agreement.

☐ Will the assistance of support staff be needed for completing the agreement? If so, does the support staff have time and interest in participating? If yes, discuss with the business manager how the support staff will be reimbursed for their time and include their work in the budget section of the agreement.

☐ Include information in the agreement about its payments, terms and conditions

2. Writing the agreement

The first step in writing the agreement is to calculate its cost using the template in appendix C. Contact the business manager to obtain the value and percentages to be used in the current academic year and/or to assist you in the agreement cost calculation.

Then, using appendix E as a template, draft the agreement. You may want to refer to Appendix D as you do this as it provides examples of agreements.

3. Finalizing the agreement
☐ Share the draft agreement with the CDCI Director and CDCI Business Manager for feedback and approval. Obtain the CDCI Director’s signature upon approval.

☐ Share the agreement with organization receiving services for their review and agreement and authorized signature.

☐ A copy of the signed agreement is then given to the CDCI Business Manager.

Note. CDCI faculty who have private practices (outside of CDCI) are reminded that they must declare their private practice work in their Report of External Employment.

**ADDITIONAL TASKS**

1. Invoice
   - Determine with the Business Manager, when developing the agreement, when the invoice will be sent to the organization seeking services and to whom.
   - If the invoice is not sent when the agreement is signed, the faculty responsible for the agreement should either send the invoice or let the business manager know when to send the invoice.
   - When preparing the invoice, use the invoice template (Appendix F).
   - The faculty responsible for the agreement will verify with the Business Manager that the payment has occurred. If payment has not occurred within 1-month of invoicing, the faculty will follow-up with the “contracting organization/person”.

2. NIRS data
   Work performed through the CDCI must be included in the NIRS database by the faculty responsible for the agreement.
   - Enter all the work done for an agreement as one activity.
   - Describe the services provided as part of the agreement in the “Brief Activity Description” field.
   - Link the work to “Specialty Services Project” in the “Primary Associated Project” field.
   - For questions contact the CDCI data coordinator, Rachel Cronin.

3. Annual Report
   Contact the dissemination coordinator to determine if and how the work of the agreement will be included in the annual report. You may be asked to write a short paragraph to describe the work of the agreement.
Appendix A – Brochure Template

Contact the dissemination coordinator to obtain a brochure with your specific information include.

Consultative Services

The Center on Disability and Community Inclusion provides evidence-based, expert technical assistance, evaluation and consultation to individuals and organizations at affordable rates.

Our services are offered on a daily, half-day, and hourly basis.

We will work with your organization to provide you with a rewarding and successful experience.

For more information on

Contact:

CDCI Contacts:
Executive Director: Susan Ryan
e-mail: susan.ryan@uvm.edu
Associate Director,
Family and Adult Services:
Deborah Lisi-Baker
e-mail: deborah.lisi-baker@uvm.edu

CDCI/University of Vermont
Mann Hall - 3rd Floor
201 Colchester Avenue
Burlington, VT 05405-1757

tel: 802-656-4031
fax: 802-656-1357

For more information on CDCI
visit our website:
www.uvm.edu/~cdci/
Our Expertise

CDCI Personnel have expertise in many areas, including:

- Alternative Augmentative Communication
- Assistive Technology
- Autism Spectrum Disorders
- Bullying Prevention
- Cortical Visual Impairment
- Dual Sensory Impairment
- Fetal Alcohol Spectrum Disorders
- Functional Behavioral Assessment
- Life Space Crisis Intervention
- Literacy
- Non-violent Crisis Intervention
- Positive Behavioral Support
- Post secondary education for those with intellectual disabilities
- Response to Intervention
- Supported Employment
- Systemic and Student-specific Inclusive Education
- Team Planning Model
APPENDIX B – CDCI AND UVM LOGOS

CDCI logos can be downloaded from the CDCI Shared Drive at:

CDCI > Resources > CDCI Logos
APPENDIX C - CALCULATION OF AGREEMENT’S COST TEMPLATE

Step 1 - Use the following table to calculate the daily rate for faculty time involved in the agreement:

<table>
<thead>
<tr>
<th>Base Costs</th>
<th>Example</th>
<th>Your Calculation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Annual Salary of the Faculty (from business manager)</td>
<td>$ 50,000</td>
<td></td>
</tr>
<tr>
<td>+ Fringe Rate @ .423*</td>
<td>$ 21,000</td>
<td></td>
</tr>
<tr>
<td>+ CDCI Business Rate @ .03*</td>
<td>$ 1,500</td>
<td></td>
</tr>
<tr>
<td>+ UVM Admin Rate @ .1*</td>
<td>$ 4,000</td>
<td></td>
</tr>
<tr>
<td>= Total Base Cost:</td>
<td>$ 76,500</td>
<td></td>
</tr>
</tbody>
</table>

To Calculate the Daily Rate to Charge for Faculty Time:
Divide the 'Total Base Cost' by...

<table>
<thead>
<tr>
<th>Days of Time</th>
<th>Example</th>
</tr>
</thead>
<tbody>
<tr>
<td>260 days (if 12 months appointment)</td>
<td></td>
</tr>
<tr>
<td>216 days (if 10 months appointment)</td>
<td></td>
</tr>
<tr>
<td>195 days (if 9 months appointment)</td>
<td></td>
</tr>
</tbody>
</table>

**Daily Rate:** $304.00

Notes:
* These are the 2012-2013 percentages. Verify with the business manager to current percentages.
** Agreements may charge more than this daily rate under certain circumstances. Discuss this with the CDCI Director and/or project director/coordinator as needed.

Step 2 - Determine the number of days required:

<table>
<thead>
<tr>
<th>Number of Days of Service</th>
<th>Example</th>
<th>Your Calculation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Number of Days of Service</td>
<td>2 day on-site consultation</td>
<td></td>
</tr>
<tr>
<td>Days of Preparation</td>
<td>2 days of preparation/report</td>
<td></td>
</tr>
<tr>
<td>Travel Time</td>
<td>6 hours round trip X 2 = 1 day</td>
<td></td>
</tr>
<tr>
<td>Total Number of days</td>
<td>5 days</td>
<td></td>
</tr>
</tbody>
</table>

Step 3 - Determine Additional Expenses:

<table>
<thead>
<tr>
<th>Example</th>
<th>Your Calculation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Travel Expenses</td>
<td>240 Miles @ .55/Mile: $120.00</td>
</tr>
<tr>
<td>Overnight Expenses</td>
<td>Hotel: $100.00; Meals: $55.00</td>
</tr>
<tr>
<td>Supplies/Materials</td>
<td>Folders and CDs: $20.00</td>
</tr>
<tr>
<td>Photo copies</td>
<td>$50.00</td>
</tr>
</tbody>
</table>
Step 4 - Calculate the Cost of the Services by adding the values in Steps 1 through 3:

<table>
<thead>
<tr>
<th>Example</th>
<th>Your Calculation</th>
</tr>
</thead>
<tbody>
<tr>
<td>5 days @ $304 (Daily Rate Calculated in Step 1) = $1,525 + Expenses: $340.00 = Total Cost: $1,865.00</td>
<td>Number of Days ( \times ) Daily Rate (Calculated in Step 1) + Expenses = Agreement’s Cost</td>
</tr>
</tbody>
</table>
APPENDIX D - AGREEMENT EXAMPLE

CONSULTATION AGREEMENT BETWEEN

Center on Disability and Community Inclusion
and
[Insert Name of School or Organization, City, State here]

TO: [Insert Name of Primary Contact and Position]

FROM: Michael F. Giangreco, Project Director and
Susan Ryan, Executive Director
Center on Disability and Community Inclusion

TOPIC: Project EVOLVE PLUS

DATE: March 19, 2012

Description of Services for the [Insert Name of School or Organization]:

1. At the Elementary School (Grades K-5) conduct Number that Count! (a) collect (Numbers that Count!) School Demographic data from School Principal; (b) collect (Numbers that Count!) data from all K-5 Special Educators on-site at the school (a) special educator questionnaire, and (b) one questionnaire for each student with a 1:1 paraprofessional; (c) input and analyze all data; (d) prepare and supply a written report summarizing the collected data; (e) conduct a debriefing meeting at schools with the principal and any other personnel identified by the principal (e.g., special educators, district-level personnel).

2. At the Elementary School (Grades K-5) conduct a 20-item schoolwide survey pertaining to inclusive educational practices for students with disabilities that will be used to inform self-assessment and action-planning by the school during the subsequent school year: (a) collect the questionnaire data from teachers, special educators, paraprofessionals, and school administrators at a faculty meeting designated for this purpose; (b) input and analyze all data; (d) prepare and supply a summary
of the collected data; (d) assist the school is using the data as part of the Project EVOLVE planning process.

3. **At the Middle/High School (Grades 6-12) conduct Number that Count!**
   (a) collect (Numbers that Count!) School Demographic data from School Principal; (b) collect (Numbers that Count!) data from all 6-12 Special Educators on-site at the school (a) special educator questionnaire, and (b) one questionnaire for each student with a 1:1 paraprofessional; (c) input and analyze all data; (d) prepare and supply a written report summarizing the collected data; (e) conduct a debriefing meeting at schools with the principal and any other personnel identified by the principal (e.g., special educators, district-level personnel).

4. **Assist the Elementary School in using the Project EVOLVE Planning process** by: (a) providing coaching and support to the school principal to assist her facilitation of the process with a cross-stakeholder team in the school; (b) attend Project EVOLVE Planning meetings to serve in the role of "Critical Friend"; and (c) be available to consult with the principal and/or special education administrator on implementation of the planning process.

**Date of Service:**
Services 1 and 2 as listed above will be completed during April and May of 2012 at dates mutually determined between the parties. Services 3 and 4 as listed above will be provided primarily between September and December 2012, with follow-up as needed through May 2013. All dates and times to be mutually determined.

**Services provided by:** Michael F. Giangreco, Ph.D. & Jesse C. Suter, Ph.D.

**Agreement Terms and Conditions:**
The [Insert name] School District agrees to pay to the University of Vermont/CDCI at total of $[Insert Amount] for the services described above. Invoice #1 in the amount of $[Insert Amount] will be sent for payment due no later than May 30, 2012. Invoice #2 in the amount of $[Insert Amount] will be sent for payment due no later than September 30, 2012.

Funds will cover all costs associated with providing the services (e.g., UVM personnel salaries and fringe benefits, indirect costs to the university for administration, travel, supplies, equipment, materials, mailing, communications, copying, maintaining updated research and resources on the project web site, and other expenses related to the completion of the services).
Invoices will indicate that payment should be made payable to the **University of Vermont** and sent to Steve Renaud (802-656-1128) at the following address:

Steve Renaud, Business Manager  
Center on Disability and Community Inclusion  
University of Vermont  
Mann Hall – 3rd Floor  
208 Colchester Avenue  
Burlington, VT  05405-1757  

The above represents the full understanding of this agreement.

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Michael Giangreco, Ph.D., Project EVOLVE Plus  
Center on Disability and Community Inclusion  

Susan Ryan, Ph.D., Executive Director  
Center on Disability and Community Inclusion  

Authorized Official of the Organization  
*Type Name and Title*  

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Revised: May 17th, 2012
APPENDIX E - AGREEMENT TEMPLATE

CONSULTATION AGREEMENT

BETWEEN

Center on Disability and Community Inclusion & “Name of the organization”

To:

From: Susan Ryan, CDCI Director
       University of Vermont/ Center on Disability and Community Inclusion
       Mann Hall - 3rd floor, 208 Colchester Ave.
       Burlington VT 05405-1757

Date:

Project (if applicable):

Description of Services/Scope of Services:

Dates of Service:

Location of Services:

Services Provided by:

Agreement of Terms and Conditions:

The term "consultation agreement" is used on purpose; it is the language proposed by UVM lawyers.

In addition, the VT DOE related projects allows schools to include "consultative services" from our project as reimbursable expenses if they use local funds to pay for our services.
[Name of Organization] will pay to the University of Vermont [Insert Amount] for services and all related expenses described above. All payments must be received prior to [Insert date]. Payment should be made out to the University of Vermont and sent to:

[Name of Business Manager]
Center on Disability and Community Inclusion
University of Vermont
Mann Hall – 3rd Floor
208 Colchester Avenue
Burlington, VT 05405-1757

The above represents the full understanding of this agreement.

<table>
<thead>
<tr>
<th>CDCI Representative</th>
<th>Date</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>CDCI Executive Director</th>
<th>Date</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Signature of Authorized Official of the Organization</th>
<th>Date</th>
</tr>
</thead>
</table>
APPENDIX F - INVOICE TEMPLATE

Invoice

To: Name
Street Address
City, State Zip Code

From: University of Vermont
Center on Disability & Community Inclusion
208 Colchester Ave.
Mann Hall 3rd Floor
Burlington, VT 05405-1757

Date: Date the invoice is sent

RE: Scope of work to be performed and the dates of the work.

Amount: $

Please make the check payable to the University of Vermont (CDCI), please include a copy of this invoice with payment, and send the payment to:

Mr. Stephen Renaud, Business Manager
Center on Disability and Community Inclusion
University of Vermont
Mann Hall – 3rd Floor
208 Colchester Avenue
Burlington, VT 05405-1757

CDCI Representative Date

Revised: May 17th, 2012