

SCOPE OF SERVICES

1. The PROVIDER shall provide Assessment Services to students who are eligible for the services. The student must meet the following criteria:
 - a. The student has or is suspected of having a disability described in the Hawaii Administrative Rules (hereinafter “HAR”) Sections 8-56-16 to 8-56-29 or HAR Sections 8-53-1 to 8-53-38; **and either:**
 - i. The student has an Individualized Educational Plan (hereinafter “IEP”) developed under criteria described in HAR Chapter 56, that is, the student is eligible for services under the criteria set forth in HAR Chapter 56 and the student needs special education and related services because of the disability; **or**
 - ii. The student has a Modification Plan (hereinafter “MP”) developed under criteria described in HAR Chapter 53, that is, the student is eligible for services under HAR Chapter 53 criteria and the student needs a modification plan and related services because of the disability; **and**
 - b. The student resides in the State and comes within the following age range: (a) at least three (3) years of age and (b) under twenty (20) on the first instructional day of the school year set forth by the Department of Education (hereinafter “DOE”); **and**
 - c. The student is currently exhibiting moderate to severe social, communication, emotional, or behavioral deficits that are supported by multiple data sources (e.g., BASC-2, CAFAS, EBA, GAF, etc.) and is in need of behavioral or mental health

services, as delineated in the IEP/MP goals and objectives, in order to benefit from his/her free and appropriate public education.

2. Specifically, the PROVIDER shall provide Assessment Services in accordance with the service definition requirements as delineated and attached hereto as Exhibit “A-1” and made a part of this Agreement.
3. Furthermore, the PROVIDER shall adhere to the following:

a. Personnel Requirements

i. Supervision Requirements

The PROVIDER may hire direct employees or establish a network of independent professional providers (hereinafter “agents”). If the PROVIDER utilizes a network of independent providers, each agent must meet Hawaii State requirements to provide behavioral health services as an independent provider. The PROVIDER shall be responsible for the quality of work provided by its employees, agents, and volunteers. The PROVIDER shall also be responsible for monitoring the work of all of its employees, agents, and volunteers. The PROVIDER must ensure that the expectations and responsibilities assumed by and between its employees are equally placed on its agents.

The PROVIDER must train, monitor, investigate complaints, and cooperate fully with any STATE investigations, including but not limited to taking immediate necessary action, submitting and implementing corrective action plans, and disciplining any employee or agent for violations of any term or condition under this Agreement.

ii. Credentialing Requirements

The PROVIDER must maintain personnel files that include documentation of the training, supervision, appropriate credentialing, and ongoing performance of all employees, agents, and volunteers. The PROVIDER must complete and submit the prescribed DOE credentialing application for each employee, agent, or volunteer.

In addition, the PROVIDER shall submit monthly personnel updates to reflect any changes in staffing (e.g., new hires, terminations, changes in credentialing) among the PROVIDER's officers, direct service employees, agents, and volunteers using the prescribed DOE Provider Update Form. The PROVIDER shall notify the STATE, verbally within twenty-four (24) hours, upon any change in staffing that could reasonably be expected to affect the PROVIDER's ability to carry out its obligation under this Agreement.

The PROVIDER must maintain written policies and procedures, subject to STATE approval, that identifies the PROVIDER's process for primary source verification of all personnel.

iii. Criminal History Record Check Requirements

The PROVIDER shall conduct all reasonable investigations to determine whether an employee, agent, volunteer, or prospective employee has been convicted of any criminal offense pursuant to any law enforcement or military authority which would make the employee, agent, volunteer, or prospective employee unsuited for working in close

proximity to children. Furthermore, the PROVIDER shall inform the STATE if any employee, agent, volunteer, or prospective employee who is providing services under this Agreement has been convicted of a criminal offense. The STATE reserves the right to refuse the services of any employee, agent, volunteer, or prospective employee of the PROVIDER for any reason or for no reason.

The PROVIDER shall require, at a minimum, local criminal history checks on all employees, agents, and volunteers including but not limited to administrative and direct service staff members who work in close proximity to children. The required fingerprint checks shall be completed before any employee, agent, or volunteer of the PROVIDER is assigned to any work site. The PROVIDER shall indemnify and defend the STATE for any liability or damages resulting from the PROVIDER's failure to conduct a criminal history check.

The PROVIDER shall maintain a record of the mandatory criminal history checks performed on each of its employees, agents, and volunteers in compliance with this section. Additionally, the PROVIDER shall at all times maintain a current list of all new employees, agents, and volunteers documenting the status and completion dates of the mandatory criminal history checks and other primary source verification. A local criminal history records check is required every three (3) years.

The STATE reserves the right to monitor at least annually, the PROVIDER's compliance with this section through either, or both, an on-site evaluation or a documents review.

* NOTE: Upon express statutory authority for the STATE to conduct national criminal history checks on contracted providers, a national criminal history check shall be required of all contracted providers. All costs associated with conducting and processing criminal history checks of the PROVIDER's employees, agents, and volunteers shall be borne by the PROVIDER.

iv. TB Clearance Requirements

The PROVIDER shall require and maintain certification of TB examination for all employees, agents, and volunteers issued within the twelve (12) month period preceding the start of employment of service under this Agreement. Certificate must state that the person is free of communicable tuberculosis.

b. Administrative Requirements

i. Medicaid Requirements

The STATE may engage in activities to support the STATE requests for Medicaid reimbursement of the provision of services identified in this Agreement for eligible students. The STATE shall require verification of licensure subject to the terms of this Agreement in context of Medicaid reimbursable activities. This requirement shall not supersede the PROVIDER credentials required in the service activities.

The PROVIDER under this Agreement shall be subject to administrative claiming for all eligible services regardless of licensure, and shall be expected to participate in time studies by the STATE or their agent(s) three (3) times a year, or more frequently if required. All services under this Agreement shall be subject to Medicaid audit.

ii. Confidentiality Requirements

The PROVIDER must ensure that employees, agents, and volunteers adhere to all applicable state and federal laws regarding the collection and release of confidential student information. The PROVIDER shall adopt and implement policies and procedures that govern the provision of services in natural settings. The PROVIDER shall generate, maintain, and make available documentation that it respects students' and/or families' right to privacy when services are provided in these settings. The STATE shall have the right to inspect and approve these policies and documentary records.

The PROVIDER's records relating to students under this Agreement are educational records governed under the Family Educational Rights and Privacy Act (hereinafter "FERPA"). The documents and records held by the PROVIDER for students serviced under this Agreement are the property of the STATE. Any documentation that the PROVIDER requires an employee or subcontractor to maintain shall be provided to the STATE within two (2) working days of request by

the STATE. This includes but is not limited to copies of any progress notes, files, and/or group supervision notes.

Parental consent for assessment and release of information is covered by the IEP/MP consent. No additional parental consent for assessment or release of information is needed by the PROVIDER.

iii. Sentinel Event/Incident Notification Reports

The PROVIDER must have policies and procedures, approved by the STATE, that address sentinel events and incident notification. These policies must address: (1) how the PROVIDER shall notify the respective School Administrator and the appropriate District Educational Specialist (hereinafter “DES”) within twenty-four (24) hours by phone and within seventy-two (72) hours in writing of any event that compromises the safety of a student; (2) how the PROVIDER tracks the occurrence of all sentinel events and incidents to identify trends and patterns in order to implement improvements; and (3) a complete analysis of the event as well as actions taken to address the event. Upon a sentinel event, the PROVIDER shall inform the STATE utilizing the prescribed DOE format.

iv. Use of Restraint Policy

The PROVIDER must have documentation and evidence of policies and procedures, approved by the STATE, regarding the use of restraints.

c. Quality Assurance and Evaluation Specifications

The PROVIDER must participate in contract monitoring, in no event less than annually. This contract monitoring shall focus on compliance with the STATE monitoring protocol and compliance with all administrative and fiscal aspects of the Agreement.

All documentation and all student records must be made available for inspection and/or copying within two (2) working days of a request by the STATE.

The STATE reserves the right to evaluate the PROVIDER's program/service delivery or financial records/billing information for program monitoring purposes through either, or both, an on-site evaluation or a documentation review at least once a year.

The PROVIDER shall comply with the applicable District(s)/Complex(es) Continuous Improvement Monitoring Implementation Plan (hereinafter "CIMIP"). The PROVIDER shall implement an internal Quality Assurance Plan (hereinafter "QAP") that has been approved by the STATE, to assure the delivery of quality educational services and a plan for program assessment and continuous improvement. The QAP shall include evidence supporting their plan and shall be available for STATE review.

d. Output and Performance/Outcome Measurements

At a minimum, output and performance/outcome requirements must include the following measures:

- Annual satisfaction survey of schools, students, and families;
- Progress and outcome measures related to academic achievement and behavioral success, as appropriate, in school, at home, and in the community;
- Timeliness of services, which includes initiation of services and data collection and reports provided by due dates; and
- Services provided aligned with STATE educational philosophy and complement students' educational curriculum.

An annual report containing the results of the above outcome measures shall be provided to the STATE within thirty (30) days of the end of the Agreement year.

e. Reporting Requirements for Program Data

The PROVIDER shall input information into the Electronic Comprehensive Student Support System (hereinafter "eCSSS") modules, if appropriate. In the event eCSSS is amended or unavailable, the PROVIDER shall use the data system specified, or alternatively, the STATE may authorize substitution of hard copy reporting utilizing a designated format. In the event a paper system is instituted, the same timelines for reports shall apply.

Data entry into eCSSS (along with applicable requirements within each service activity) must be completed before invoice submission and payment.

At a minimum, the PROVIDER is required to have computer hardware/software that supports the operation and access to eCSSS including:

- Internet Explorer 6.x for Windows;
- Desktop Resolution set to at least 1024x768;
- Have a web browser that shall allow pop-up windows when using eCSSS;
- Have the ability to temporarily hide search engine toolbars; and
- Adobe Acrobat Reader.

The PROVIDER is responsible for arranging for their Internet connections; the STATE shall not provide this service. The PROVIDER must also provide their own equipment, training, and technical support. Email may be used for all PROVIDER correspondence and the PROVIDER shall be responsible for checking accounts.

SERVICE ACTIVITIES
(Minimum and/or mandatory tasks and responsibilities)

All forms referenced in this section can be found at the following website:
<http://www.doe.k12.hi.us/sbbh/> - Click on “*Required Contract Documents*”

I. GENERAL REQUIREMENTS

The PROVIDER must adhere to the following provisions for any service activity:

- Provide appropriate transitioning among and between individual providers or STATE personnel. Transitioning should include discussion of the student’s current level of functioning. The PROVIDER is responsible for maintaining notes and records sufficient to facilitate a smooth, proper, and complete transition, and shall make those notes/records available to STATE staff upon request.
- Provide services according to time and frequency parameters specified by the IEP/MP and authorized by the STATE. In no event shall the provision of services exceed the time or units authorized. In the event the IEP/MP is silent as to time and frequency of service, services shall be provided according to the parameters specified by the STATE. In addition, services must be provided in a timely manner, e.g., do not provide all authorized contract hours for the month in a few sessions at the end of the month, unless such an arrangement is specified within the IEP/MP.
- Provide services at the student’s school, or at a site identified as best suited to address IEP/MP goals and objectives. The STATE has final determination of the location of the delivery of service.
- Sign in at the school office when entering a school campus, and sign out when leaving a school campus.
- Wear appropriate identification when visiting a school campus.
- Maintain appropriate levels of contact (as specified per service) with the school staff and families, as directed by the school.
- Make contact with the school staff and/or student/family within one (1) week of “authorization of services” (hereinafter “procurement”) and be able to initiate service within two (2) weeks of procurement.
- Engage in the timely scheduling of appointments, processing of documents, and participation in conference meetings.
- Have competency, and provide proof of such if requested by the STATE, to provide the services, specifically related to the educational implications of moderate to severe social, communication, emotional and/or behavioral deficits.

II. TRAINING REQUIREMENTS

The PROVIDER must adhere to the following provisions for any service activity:

PRIOR TO BEGINNING SERVICE DELIVERY

The PROVIDER must ensure that its direct services staff completes at least twenty-four (24) hours of training, as approved by the STATE, before beginning service delivery and on an annual basis. The twenty-four (24) hours of training shall include:

A minimum of two (2) hours training in:

- Individuals with Disabilities Education Improvement Act of 2004 (hereinafter “IDEIA-2004”) and HAR Chapter 56 requirements, including procedures and eligibility criteria;
- Section 504 and HAR Chapter 53 requirements, including procedures and eligibility criteria; and
- FERPA and HAR Chapter 34 requirements.

A minimum of eighteen (18) hours training in:

- Educationally relevant interventions and recommendations related to the target population that includes social, communication, emotional, and behavioral issues related to the target population.

A minimum of two (2) hours training in:

- Data collection and purposes for collecting data.

A minimum of two (2) hours training in:

- An understanding of applicable Agreement requirements; and
- Maintaining professional relationships with the STATE and families. Topics may include but are not limited to professional behavior boundary setting, communication styles, listening skills, and effective communication.

ANNUAL PROFESSIONAL DEVELOPMENT/TRAINING

The PROVIDER must ensure that its direct services staff completes at least forty (40) hours of training, as approved by the STATE, in no event less than annually. The forty (40) hours of professional development training shall directly relate to their work responsibilities and include:

All topics and the minimum requisite twenty-four (24) hours as listed under the training requirements prior to beginning service delivery; and

A total of two (2) hours but not more than four (4) hours training in:

- HAR Chapter 19 procedures and requirements;

- State of Hawaii laws regarding child abuse and neglect reporting, reporting of criminal behavior and threats regarding suicide and homicide;
- Hawaii Child and Adolescent Service System Program (hereinafter “CASSP”) principles;
- Comprehensive Student Support System (hereinafter “CSSS”) principles; and
- Team-based decision-making.

Nonviolent crisis intervention training as appropriate for the target population; and

Crisis intervention procedures including suicide recognition as appropriate to the level of service delivery, and

Any remaining professional development/training hours shall be spent on educationally relevant interventions and recommendations related to the target population that includes communication, social, and behavioral issues related to the target population.

DOCUMENTATION REQUIREMENTS FOR ALL TRAINING SESSIONS

The PROVIDER must maintain documentation of each training session or professional development session that shall include, at a minimum, the name of the in-services, the name of the instructor, and the date, place, and time of the session. Each direct services staff must sign in on an official registration sheet. A record for each direct services staff member must be kept in his/her credentialing file. The PROVIDER shall maintain a master record of all training and professional development activities. Upon a request from the STATE, the PROVIDER must provide the requested training or professional development documentation within two (2) working days from the request.

III. FUNCTIONAL BEHAVIORAL ASSESSMENT AND BEHAVIORAL SUPPORT PLANS

Service Description:

Functional Behavioral Assessment (hereinafter “FBA”) is a process that provides a framework for developing effective programs for students. It examines the events that reliably predict and maintain problem behavior while using a strength-based approach that considers the “whole child” and the context in which the behavior occurs. It addresses problem behavior by developing Behavioral Support Plans (hereinafter “BSP”) that move away from being reactive and punitive in nature, to plans that are proactive with research-validated practices. The approach is geared at utilizing a student’s strengths to provide a basis for plan development, instructional programming, and behavior management that are geared to each individual’s needs, preferences, and long-term goals.

FBA and BSP shall include all of the following:

1. Contact the school and family and arrange appointment(s) with the school staff, student, and family within one (1) week of procurement.
2. Conduct the FBA within two (2) weeks of procurement.
 - a. Parental consent for FBA and release of information is covered by the IEP/MP consent. No additional parental consent for FBA or release is needed by the PROVIDER.
3. Complete written report and resultant BSP within thirty (30) days of procurement and submit to the IEP/MP care coordinator.
4. The written report shall include all of the following:
 - a. Broad information: (this type of information can be gathered from various places including team discussions, interviews, review of records, rating scales, specific skill assessments).
 - 1.) Student's strengths and skill limitations;
 - 2.) Daily routines and activities;
 - 3.) Identifications of positive and negative consequences;
 - 4.) Health concerns; and
 - 5.) Quality of life indicators (relationships, choice and control, access to reinforcing activities).
 - b. Specific information: (this type of information can be gathered from various forms of informant and observation techniques including the Behavior Assessment System for Children, 2nd Edition (hereinafter "BASC-2"), team discussions, scatter plots, and Antecedent Behavior Consequence (hereinafter "ABC") analyses). The STATE shall provide the BASC-2 data in the referral packet. The referral packet shall include a copy of the protocols, the scores, and the printed reports. The PROVIDER does not need to purchase the BASC-2 system to do the assessment. However, the PROVIDER must utilize the BASC-2 data/reports and incorporate them in the evaluation. It is recommended that the PROVIDER purchase the BASC-2 manual.
 - 1.) Student's strengths and skill limitations;
 - 2.) Daily routines and activities;
 - 3.) Identifications of positive and negative consequences;
 - 4.) Health concerns;
 - 5.) Quality of life indicators (relationships, choice and control, access to reinforcing activities);
 - 6.) Baseline data;
 - 7.) Specific events or factors that contribute to the student's problem behavior;
 - 8.) When the student is most likely to engage in the problem behavior;
 - 9.) What appears to be maintaining the student's behavior;
 - 10.) What functions(s) the problem behavior serves for the student;

- 11.) When the student is less likely to engage in problem behavior (identify characteristics of these situations); and
 - 12.) Factors that might be contributing to the student's problem behavior.
5. Once the assessment process is completed and predictable patterns emerge that explain when and why the student is engaging in problem behavior, the PROVIDER shall develop a hypothesis statement. The hypothesis shall serve as a foundation on which to design a BSP and should include the following:
 - a. When this happens (a description of specific antecedents associated with the problem behavior);
 - b. The student does this (a description of the problem behavior); and
 - c. In order to (a description of the possible function of the behavior).
 6. Clear hypothesis statements should lead to interventions that are based on understanding the functions of the student's behavior. BSPs shall be detailed and contain the following elements:
 - a. Antecedent and setting event modifications;
 - b. Teaching of alternative skills using research based practice;
 - c. Consequence strategies to strengthen alternative skills, reduce the pay off for the problem behavior, and crisis prevention/intervention;
 - d. Lifestyle interventions that include long-term maintenance of skills;
 - e. Implementation date of the BSP;
 - f. Delineation of who is responsible for each intervention;
 - g. Criteria to evaluate progress; and
 - h. Crisis management plan, if needed.
 7. The PROVIDER shall submit the FBA and BSP, utilizing the DOE prescribed process, checklist, and tools.

Service Operations:

The PROVIDER shall ensure:

1. Parent(s), student, and staff associated with the BSP were actively involved in the process.
2. The BSP contains all required service content components, utilizing the DOE'S prescribed format.
3. The BSP is typed.
4. The BSP is submitted and meets timelines.
5. The BSP is proactive and is strength-based.
6. The BSP addresses a student's needs and does not specify a particular program or eligibility status.
7. Assessment of student progress in the BSP objectives yields a clear picture of plan effectiveness.

8. The FBA/BSP report includes original signature(s) of the PROVIDER (and supervisor as necessary) acknowledging responsibility for the assessment.

Referral Criteria:

1. DOE Standards of Practice (hereinafter “SOP”) have been followed;
2. A school-level FBA process has been conducted and BSP implemented; and
3. A Student Support Team (hereinafter “SST”)/IEP/MP team determines the student requires further assessment to determine strengths, behavior health needs, and recommendations as part of the Chapter 56 or Chapter 53 process.

Authorization (Billable Hours):

DOE SOP has been followed, and if procured, Procurement Procedures (hereinafter “PP”) have been followed.

If required as part of the Chapter 56 or Chapter 53 process and an FBA is procured, prior authorization via a completed DOE procurement work order is required for each assessment. The procured flat rate reflects the time required for completing the data gathering, assessment process, BSP, feedback session, and final report. There is no payment for travel time, wait time, appointment no-shows, or cancellations.

Event is only billable upon completion of the FBA/BSP report and must be submitted to the IEP/MP care coordinator before submitting an invoice claim and before payment shall be made.

Maximum Billable: Flat rate per FBA/BSP is required. Billable per flat rate are as stated in the Compensation and Payment Schedule attached hereto as Exhibit “B-1” and made a part of this Agreement.

Completion of Service:

The service is complete when all of the following are complete:

1. The assessment and feedback session have been completed;
2. The written assessment report and resultant BSP meet standards as described and are submitted within thirty (30) days of referral to the IEP/MP care coordinator. Assessments not meeting these standards shall be returned to the PROVIDER for correction. Payment may not be made or a reimbursement shall be sought if assessments are not corrected according to prescribed standards; and
3. If required as part of the Chapter 56 or 53 process and an FBA is conducted, the PROVIDER is required to input assessment and data

information in the eCSSS (or other designated database) modules that the STATE requires within the timeframe required by the STATE.

Staffing Requirements:

The PROVIDER must meet one (1) of the following requirements:

Be a Hawaii licensed psychologist or psychiatrist **AND** have a minimum of one (1) year of supervised training in child and adolescent assessment;

OR

Have a Master's degree, doctoral degree, or be a doctoral candidate in a graduate program in psychology or psychiatry from a regionally or nationally accredited program **AND** a minimum of one (1) year of documented training and supervised experience in the FBA and plan development within an educational setting **AND** work under the supervision of a licensed psychologist or psychiatrist meeting standards above. [NOTE: At a minimum, the supervisor must review all prior reports/data; review all current assessment data; and participate in the interpretation of data and the development of a diagnosis and recommendations. The supervisor is to sign the report acknowledging responsibility for the assessment.];

OR

Be a Master's level classified, certified, or licensed behavior support and educational staff **AND** have a minimum of three (3) years of documented training and supervised experience in the FBA and plan development within an educational setting.

Documentation:

The PROVIDER shall be required to input assessment and data information in the eCSSS (or other designated database) modules that the STATE requires, within the timeframe required by the STATE.

IV. EMOTIONAL BEHAVIORAL ASSESSMENT – COMPREHENSIVE

Service Description:

Diagnostic and evaluation service involving a strengths-based approach to identify the student's needs in the context of school, family, and community. This service includes completion of an initial comprehensive assessment as part of the DOE identification and eligibility process. Service components include written assessment, recommendations supported by empirical research, and a feedback session of the assessment results.

An Emotional Behavioral Assessment (hereinafter "EBA") Comprehensive report shall include all of the following:

1. Contact the school and family and arrange appointment(s) with the school staff, student, and family within one (1) week of procurement.

2. Conduct the assessment within two (2) weeks of procurement.
 - a. Parental consent for assessment and release of information is covered by the IEP/MP consent. No additional parental consent for assessment or release is needed by the PROVIDER.
 - b. Review, update, and incorporate the DOE's diagnostic team reports, including psychometric test results, if available.
 - c. Review and incorporate any other relevant data including developmental, psycho-social, medical, educational, and legal histories as provided by the Student Services Coordinator (hereinafter "SSC").
 - d. Interview school personnel – teachers, counselors, behavioral specialists, and/or administrators, or other persons that have first-hand knowledge of the functioning of the student.
 - e. Interview family/significant others.
 - f. Interview student face-to-face.
 - g. Administer assessment instruments, if not provided as indicated, to include at a minimum the BASC-2, Child and Adolescent Level of Care Utilization System (hereinafter "CALOCUS"), Child & Adolescent Functional Assessment Scale (hereinafter "CAFAS"), and Achenbach checklists from home (Child Behavior Checklist, hereinafter "CBCL"), and school (Teacher Reporting Form, hereinafter "TRF"), and student (Youth Self Report, hereinafter "YSR"), if eleven (11) years or older.
3. Submit complete written EBA Comprehensive report within thirty (30) days of procurement to the IEP/MP care coordinator. A written report shall include all of the following:
 - a. Date(s) of assessment and date of report.
 - b. Identifying information including student name, Date of Birth (hereinafter "DOB"), legal guardian, home-school, grade, and IDEA/504 status.
 - c. Reason(s) for referral.
 - d. Sources of information including review of records, interviews, and assessment tools.
 - e. Brief developmental, medical, family, social, educational, and psychiatric history-include past and current use of and reasons for psychotropic medications.
 - f. Substance use history.
 - g. Description and history of presenting problems(s).
 - h. Behavioral observations and Mental Status Exam that must include all of the following:
 - 1.) Appearance, attitude, and behavior;
 - 2.) Orientation;
 - 3.) Affect and mood;
 - 4.) Thought content/processes:
 - a.) Fund of knowledge;
 - b.) Intelligence;

- c.) Cognitive processes;
 - d.) Memory;
 - e.) Insight;
 - f.) Judgment; and
 - g.) Homicidal/suicide risk.
- i. Assessment results and interpretation, which must include specific scores, plotted profiles, and analytical interpretations of the BASC-2, CALOCUS, CAFAS, and Achenbach Checklists. The STATE shall provide the BASC-2 data in the referral packet. The referral packet shall include a copy of the protocols, the scores, and the printed reports. The PROVIDER does not need to purchase the BASC-2 system to do the assessment. However, the PROVIDER must consider the BASC-2 data/reports and incorporate them in the evaluation. It is recommended that the PROVIDER purchase the BASC-2 manual.
 - j. Student and Family Strengths.
 - k. Clinical Formulation/Justification of Diagnoses (include severity and duration of diagnoses; for Rule/Out or Provisional diagnoses, explain what needs to occur to obtain a more definite diagnosis).
 - l. Diagnostic Impression: DSM IV-5 Axes.
 - m. The written report shall address a student's needs and shall not specify a particular service, program, provider, or eligibility status. The IEP/MP team determines whether a student needs a fully self-contained class, residential placement, at-home instruction, etc. All recommendations shall be supported by evidence based research.
 - n. The provider information including signature, name, and degree(s) of the provider, and the position and name of the institution/organization the provider is affiliated with (if indicated and appropriate).

Service Operations:

The PROVIDER shall ensure:

1. Parent(s), student, and staff associated with the assessment were actively involved in the process.
2. The EBA Comprehensive report contains all required service content components, utilizing the DOE's prescribed report format.
3. The EBA Comprehensive report is typed.
4. The EBA Comprehensive report is submitted within thirty (30) days of procurement.
5. The EBA Comprehensive report addresses a student's needs and does not specify a particular service, program, provider, or eligibility status.

6. The EBA Comprehensive report includes original signature(s) of the provider (and supervisor as necessary) acknowledging responsibility for the assessment.

Referral Criteria:

1. DOE SOP have been followed; and
2. The SST/IEP/MP team, in consultation with the DOE’s psychologists, determines that additional information provided by the EBA Comprehensive report is needed to assess the student’s strengths, mental health needs, and to obtain recommendations.

Authorization (Billable Hours):

DOE SOP has been followed, and if procured, PP have been followed.

Prior authorization via a completed DOE procurement work order is required for each evaluation. The procured flat rate reflects the time required for completing the review of data, assessment process, intervention planning, feedback session, and final report. There is no payment for travel time, wait time, appointment no-shows, or cancellations.

Event is only billable upon completion of the EBA and the report must be submitted to the IEP/MP care coordinator before submitting an invoice claim and before payment shall be made.

Maximum Billable: Flat rate per EBA Comprehensive is required. Billable per flat rate are as stated in the Compensation and Payment Schedule attached hereto as Exhibit “B-1” and made a part of this Agreement.

Completion of Service:

The service is complete when all of the following steps are complete:

- Step 1. The assessment has been completed.
- Step 2. The written EBA Comprehensive report is submitted to the STATE and meets the service specifications as set forth in the Service Description section, as described above. EBA Comprehensive reports not meeting these specifications shall be returned to the PROVIDER for correction. Payment may not be made or a reimbursement shall be sought if assessments are not corrected according to prescribed specifications.
- Step 3. Scores and plotted profiles of the CAFAS, BASC-2, CALOCUS, and Achenbach forms should be attached to the EBA Comprehensive report.
- Step 4. The PROVIDER is required to input assessment and data information in the eCSSS (or other designated database) modules

such as the IEP/MP, and other modules that the STATE requires, within the timeframe required by the STATE.

Step 5. Feedback session of the assessment results has been completed.

Staffing Requirements:

The PROVIDER must meet one (1) of the following requirements:

Be a Hawaii licensed psychologist or psychiatrist **AND** have a minimum of one (1) year of supervised training in child and adolescent assessment;

OR

Have a Master’s degree, doctoral degree, or be a doctoral candidate in a graduate program in psychology or psychiatry from a regionally or nationally accredited program **AND** a minimum of one (1) year of documented training and supervised experience in child and adolescent assessment, **AND** work under the supervision of a licensed psychologist or psychiatrist meeting standards above. [NOTE: At a minimum, the supervisor must review all prior reports/data; review all current assessment data; and participate in the interpretation of data and the development of a diagnosis and recommendations. The supervisor is to sign the report acknowledging responsibility for the assessment.]

Documentation:

The PROVIDER shall be required to input assessment and data information in the eCSSS (or other designated database) modules that the STATE requires, within the timeframe required by the STATE.

Written report shall contain all required service content components, utilizing the DOE’s prescribed report format.

V. EMOTIONAL BEHAVIORAL ASSESSMENT – ANNUAL UPDATE

Service Description:

EBA Annual Update report involves a strengths-based approach to update identification of the student’s needs in the context of school, family, and community. This service includes completion of annual assessments to *determine current mental health needs, if required by the IEP/MP team, continued Department of Health (hereinafter “DOH”) services, or specific reasons/purposes posed by referral source.*

An EBA Annual Update report shall include all of the following:

1. Contact the school and family and arrange appointment(s) with the school staff, student, and family within one (1) week of procurement.
2. Conduct the assessment within two (2) weeks of procurement:

- a. Parental consent for assessment and release of information is covered by the IEP/MP consent. No additional parental consent for assessment or release is needed by the PROVIDER.
3. Report any additions and changes in the developmental, psychosocial, medical, educational, and legal histories since the last assessment as provided by the SSC and student/family.
4. Interview school personnel - teachers, counselors, behavior specialists, and/or administrators, or other persons that have first-hand knowledge of the functioning of the student.
5. Interview family/significant others.
6. Interview student face-to-face.
7. Administer assessment instruments, if not provided as indicated, to include at a minimum the BASC-2, CALOCUS, CAFAS, and Achenbach checklists from home (CBCL), and school (TRF), and student (YSR), if eleven (11) years or older.
8. Submit complete written EBA Annual report within thirty (30) days of procurement to the IEP/MP care coordinator. A written report shall include all of the following:
 - a. Behavioral observations and Mental Status Exam must include updates on all of the following:
 - 1.) Appearance, attitude, and behavior;
 - 2.) Orientation;
 - 3.) Affect and mood;
 - 4.) Thought content/processes:
 - a.) Fund of knowledge;
 - b.) Intelligence;
 - c.) Cognitive processes;
 - d.) Memory;
 - e.) Insight;
 - f.) Judgment; and
 - g.) Homicidal/suicidal risk.
 - b. Assessment results and interpretation, which must include specific scores, plotted profiles, and analytical interpretations of the BASC-2, CALOCUS, CAFAS, and Achenbach Checklists. The STATE shall provide the BASC-2 data in the referral packet. The referral packet shall include a copy of the protocols, the scores, and the printed reports. The PROVIDER does not need to purchase the BASC-2 system to do the assessment. However, the PROVIDER must consider the BASC-2 data/reports and incorporate them in the evaluation/recommendations. It is recommended that the PROVIDER purchase the BASC-2 manual.
 - c. Student and Family Strengths.
 - d. Clinical Formulation/Justification of Diagnoses (include severity and duration of diagnoses; for Rule/Out or Provisional diagnoses, explain what needs to occur to obtain a more definite diagnosis).
 - e. Diagnostic Impression: DSM IV-5 Axes.

- f. The written report shall address a student’s needs and shall not specify a particular service, program, provider, or eligibility status. The IEP/MP team determines whether a student needs a fully self-contained class, residential placement, at-home instruction, etc. All recommendations shall be supported by empirical research.
- g. Source of Additional Information: most recent emotional/behavioral reports (attach reports):
 - 1.) Admission and Discharge summaries;
 - 2.) Intervention summaries including provider progress reports; and
 - 3.) Consultations.
- h. The provider information including signature, name, and degree(s) of the provider, and the position and name of the institution/organization the provider is affiliated with (if indicated and appropriate).

Service Operations:

The PROVIDER shall ensure:

- 1. Parent(s), student, and staff associated with the assessment were actively involved in the process.
- 2. The EBA Annual Update report contains all required service content components, utilizing the DOE’s prescribed report format.
- 3. The EBA Annual Update report is typed.
- 4. The EBA Annual Update report is submitted within thirty (30) days of procurement.
- 5. The EBA Annual Update report addresses a student’s needs and does not specify a particular service, program, provider, or eligibility status.
- 6. The EBA Annual Update report includes original signature(s) of the provider (and supervisor as necessary) acknowledging responsibility for the assessment.

Referral Criteria:

- 1. DOE SOP have been followed; and
- 2. Student requires an annual assessment to determine current mental health needs and recommendations if required by the IEP/MP team, continued DOH services, or for specific reasons/purposes posed by referral source.

Authorization (Billable Hours):

DOE SOP has been followed, and if procured, PP have been followed.

Prior authorization via a completed DOE procurement work order is required for each evaluation. The procured flat rate reflects the time required for completing the data

gathering, assessment process, feedback session, and final report. There is no payment for travel time, wait time, appointment no-shows, or cancellations.

Event is only billable upon completion of the evaluation and the report must be submitted to the IEP/MP care coordinator before submitting an invoice claim and before payment shall be made.

Maximum Billable: Flat rate EBA Annual Update is required. Billable per flat rate are as stated in the Compensation and Payment Schedule attached hereto as Exhibit "B-1" and made a part of this Agreement.

Completion of Service:

The service is complete when all of the following steps are complete:

- Step 1. The assessment has been completed.
- Step 2. The written EBA Annual Update report is submitted to the STATE and meets service specifications as set forth in the Service Description section, as described above. EBA Annual Update reports not meeting these specifications shall be returned to the PROVIDER for correction. Payment may not be made or a reimbursement shall be sought if assessments are not corrected according to prescribed specifications.
- Step 3. Scores and plotted profiles of the CAFAS, BASC-2, CALOCUS, and Achenbach forms should be attached to the EBA Annual report.
- Step 4. The PROVIDER is required to input assessment and data information in the eCSSS (or other designated database) modules such as the IEP/MP, and other modules that the STATE requires, within the timeframe required by the STATE.
- Step 5. Feedback session of the assessment results has been completed.

Staffing Requirements:

The PROVIDER must meet one (1) of the following requirements:

Be a Hawaii licensed psychologist or psychiatrist **AND** have a minimum of one (1) year of supervised training in child and adolescent assessment;

OR

Have a Master's degree, doctoral degree, or be a doctoral candidate in a graduate program in psychology or psychiatry from a regionally or nationally accredited program **AND** a minimum of one (1) year of documented training and supervised experience in child and adolescent assessment, **AND** work under the supervision of a licensed psychologist or psychiatrist meeting standards above. [NOTE: At a minimum, the supervisor must review all prior reports/data; review all current assessment data; and participate in the interpretation of data and the development of a diagnosis and

recommendations. The supervisor is to sign the report acknowledging responsibility for the assessment.]

Documentation:

The PROVIDER shall be required to input assessment and data information in the eCSSS (or other designated database) modules that the STATE requires, within the timeframe required by the STATE.

Written report shall contain all required service content components, utilizing the DOE's prescribed report format.

VI. EDUCATIONAL TEAM PLANNING AND PARTICIPATION

Service Description:

Educational Team Planning and Participation provides for the PROVIDER to meet with the student's educational team members to develop, revise, and/or review an IEP/MP or a FBA or BSP at the request of the STATE.

Educational Team Planning and Participation shall include all of the following:

1. Attendance at an IEP/MP or FBA/BSP meeting;
2. Completion of an IEP/MP or FBA/BSP, as needed, identifying goals, measurable objectives, and interventions based on student evaluation data;
3. Documented verification of attendance such as a Service Verification Form; **AND**
4. Documentation shall occur for each meeting in the student's progress notes. The narrative shall include the topic discussed and the outcome of the PROVIDER's participation.

Service Operations:

1. The PROVIDER shall ensure that adequate representation is available at the IEP/MP or FBA/BSP meeting;
2. Participation in education planning is documented in the student's IEP/MP; **AND**
3. Copy of the IEP/MP and BSP are included in the student's record.

Referral Criteria:

1. The student has an IEP/MP; **AND**
2. The STATE identifies that participation of the PROVIDER in the IEP/MP or FBA/BSP meeting would be educationally beneficial.

Authorization (Billable Hours):

Prior procurement by the STATE is required for each education planning meeting. The STATE identifies that participation of the PROVIDER in the education planning meeting would be educationally beneficial. If another agency, entity, or individual requests the PROVIDER's presence at the meeting, the STATE is not the procurement agency for that service.

Educational Team Planning and Participation is billable only upon prior authorization from a STATE administrator affiliated with the IEP/MP team.

Education planning meetings are limited to the actual time spent at the meeting. There is no reimbursement for travel time, wait time, or cancellations.

Maximum Billable: Limited to actual time spent at the meeting. Billable per unit cost are as stated in the Compensation and Payment Schedule attached hereto as Exhibit "B-1" and made a part of this Agreement.

(1 unit = 5 minutes, 12 units = 1 hour)

Completion of Service:

The service is complete when both of the following are complete:

1. Participation at the education planning meeting is completed; **AND**
2. Documented verification of attendance, such as a Service Verification Form, is completed.

Staffing Requirements:

Participants shall meet the qualifications required for the particular level of care represented.

Documentation:

1. The PROVIDER is required to input information in the eCSSS (or other designated database) modules such as IEP/MP, visit logs, progress report, and other modules that the STATE requires;
2. The PROVIDER shall enter data into eCSSS (or other designated database) on a weekly basis, within twenty-four (24) hours of service provision; **AND**
3. Data entry into eCSSS (or other designated database) must be submitted before invoice submission and payment.

VII. COURT/DUE PROCESS HEARING TESTIMONY

Service Description:

Court/Due Process Hearing Testimony includes the PROVIDER's participation in a court hearing or due process hearing at the request of the STATE. This participation may be in addition to a STATE representative's (i.e., Deputy Attorney General) presence in court or at a hearing and is intended to ensure that the court or hearings officer has access to all relevant information needed.

Court/Due Process Hearing Testimony shall include all of the following:

1. Attending court or due process hearings as specifically requested by the STATE to present relevant educational data or other information needed;
2. Specific report writing by the PROVIDER is needed for court or due process hearing (SBBH Quarterly Progress Reports, Progress Notes, Clinical Evaluations, and other existing reports do not suffice). If a specific report must be submitted, the STATE may request that the PROVIDER complete specific documentation to assist in the writing of the report. The unit of service for the generation of the specific documentation is limited to a maximum of one (1) hour;
3. Recommendations are based on the presenting needs of the student. Recommendations shall not be accepted regarding specific services, methodology, or persons (i.e., student requires day treatment); **AND**
4. Reports are made available to the STATE for review prior to the hearing.

Service Operations:

1. Present testimony at the court hearing or due process hearing, as requested by the STATE; **AND**
2. The report, if requested, is signed by the appropriate professional.

Referral Criteria:

1. Student has an IEP/MP;
2. Student has a scheduled court hearing or due process hearing; **AND**
3. The STATE identifies that participation by the PROVIDER would be helpful to the court or hearings officer in understanding the student's case.

Authorization (Billable Hours):

Prior procurement by the STATE is required for each court hearing or due process hearing session or event. Participation is limited to twenty-four (24) units. Specific rationale for exceeding the maximum units must be reviewed with the school administrator or the DOE DES prior to the procurement of the service.

Maximum Billable = up to 24 units. Billable per unit cost are as stated in the Compensation and Payment Schedule attached hereto as Exhibit "B-1" and made a part of this Agreement.

(1 unit = 5 minutes, 12 units = 1 hour)

Completion of Service:

Court/Due Process Hearing Testimony ends with the completion of the court hearing or due process hearing, or the acceptance of the requested documentation by the STATE representative.

Staffing Requirements:

Participants shall meet the qualifications required for the particular level of care represented.

Documentation:

Report as specified under Service Description, if necessary.