

SCOPE OF SERVICES

1. The PROVIDER shall provide Behavioral Intervention 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 severe social, 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 Behavioral Intervention 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 fingerprinting 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 time-limited services based on an evidence based educational model conducive to success in meeting academic and/or social goals and objectives in the IEP/MP and the Hawaii Content and Performance Standards III.
- Provide appropriate transitioning among and between individual providers or STATE personnel. Transitioning should include discussion of the student’s current level of functioning on IEP/MP goals being worked on, progress on the implementation of the Student Service Plan (hereinafter “SSP”), discussion of a student’s strengths and weaknesses, and demonstration of instructional strategies that have proven to be effective with student. 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.
- Develop and review a written SSP in collaboration with the student, family, and school prior to initiating such services as may be specified in the IEP/MP. The SSP should include the student's IEP/MP goals/objectives, and all School Based Behavioral Health (hereinafter “SBBH”) related sections of the Behavioral Support Plan (hereinafter “BSP”). In addition, the SSP should include additional specific details to the individual contract provider's services to the student which are necessary to provide effective counseling and other SBBH services to address the student's goals and objectives.
- Provide written SBBH Quarterly Progress Reports to the IEP/MP care coordinator. Quarterly is defined within the context of the school year. The report must be submitted to the IEP/MP care coordinator two (2) weeks before the end of the quarter. The PROVIDER shall incorporate outcome data findings and the contents of the SBBH Quarterly Progress Report into the eCSSS (or other designated database) Quarterly Progress Report.
 - Additionally, a report is due at the end of each Extended School Year (hereinafter “ESY”) period for students who are eligible for this service during the ESY period. This shall be subject to the use of the eCSSS, or another designated reporting system specified by the DOE.
 - Input report data into eCSSS (or other designated database) and the SBBH supplemental database systems. (Data to be inputted includes assessment data, visit records, SBBH Quarterly Progress Reports, and other required data.)

- By the 5th day of every calendar month, input required data into eCSSS (or other designated database) and the SBBH supplemental database, reporting on the student's end-of-month status, as well as service activities and student progress over the entire month. If the 5th day falls on the weekend or a holiday, data input is due on the preceding school day.
- For any data or report required for input, in the event eCSSS (or other designated database) or the SBBH supplemental database 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.
- Tracking of outcome measures shall, at a minimum, include quarterly completion of the Behavior Assessment System for Children, 2nd Edition (hereinafter "BASC-2") Student Observation System (hereinafter "SOS") in the setting of difficulty. If the SOS is not applicable, then an appropriate alternative BASC-2 checklist must be completed, such as, Parent Rating Scale, Teacher Rating Scale, or Self-Report of Personality. Data shall be incorporated into the SBBH Quarterly Progress Report.
- 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 parameter 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. A Service Verification Form must be completed and submitted on a monthly basis to the IEP/MP care coordinator.
- Wear appropriate identification when visiting a school campus.
- Maintain appropriate levels of contact (as specified per service) with 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, emotional, and/or behavioral deficits.
- Participate in the Internal Monitoring process at the request of the STATE.
- Participate in student specific meetings. Student specific meetings may be held for the purpose of discussing the student's progress or lack thereof and/or

changes in the SSP between parents and PROVIDER. This is an included cost of the underlying service.

- Provide information to the STATE or IEP/MP teams on the PROVIDER's services within two (2) working days of a request by the STATE.
- Adhere to all DOE guidelines relating to specific programs and activities, such as water-related activities.

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, 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 of 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 social, emotional, 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. SUPERVISION REQUIREMENTS

Full time staff and subcontracted providers shall receive, at a minimum, two (2) hours per month of individual supervision by a Qualified Mental Health Professional (hereinafter “QMHP”) utilizing a combination of methods such as direct observation, coaching, and role modeling to improve the level of staff skill. The amount and frequency of supervision may be reduced as authorized by the clinical supervisor on the basis of documented individual aptitude, experience, and satisfactory performance.

Individual(s) with any of the following qualifications can provide supervision to providers delivering services under this Agreement:

A current Hawaii-licensed psychiatrist; board certified by the American Board of Psychiatry and Neurology and board certified in Child/Adolescent Psychiatry;

OR

An individual who possesses a current Hawaii license in Psychology, Social Work, Marriage and Family Therapy having at least three (3) years of experience in behavioral health;

OR

An individual who possesses Social Work Certification, or is a Diplomate in Clinical Social Work or Board Certified Diplomate having at least three (3) years of experience in behavioral health;

OR

An individual who possesses a current Hawaii license and certification to practice as an Advanced Practice Registered Nurse (hereinafter “APRN”) having at least three (3) years of experience in behavioral health;

OR

A current Hawaii-licensed Mental Health Counselor, as of 2005, having at least three (3) years of experience in behavioral health.

IV. INDIVIDUAL COUNSELING

Service Description:

Individual Counseling services include regularly scheduled, face-to-face sessions with a student and are designed to improve student functioning to allow increased benefits from his/her educational program. These services may be provided in the school, community, or home setting, or if appropriate, in the PROVIDER’s office, in a setting best suited to address IEP/MP goals and objectives.

Individual Counseling includes evidence based best practice interventions involving written service plans linked to BSPs and IEP/MP goals and objectives. It also includes cognitive-behavioral strategies, systemic interventions, crisis planning, and facilitating access to other community services and supports as needed to improve overall functioning and increase independence.

Individual Counseling sessions may include a brief conference with the parent, if appropriate (which shall be included as part of the service). Specific objectives for Individual Counseling sessions may include: reduction of symptoms; increasing behavioral control; improving attention, communication, social, coping, anger management, problem-solving, and other skills. Interventions are strengths- and evidence-based and tailored to address identified student needs and shall be evaluated for effectiveness at least quarterly.

Services are designed to promote healthy functioning and to build upon the natural strengths of the school, student/family, and community resources.

The PROVIDER must have a SSP for each student seen in Individual Counseling. The SSP must be in written form, and respond to those IEP/MP goals and objectives which pertain to SBBH needs. The SSP shall augment the student's current BSP which addresses the student's strengths and emotional-behavioral health needs, by describing the PROVIDER's immediate objective(s), specific interventions, and target dates for reaching those objectives. The SSP shall also include the PROVIDER's focused intervention plans, as well as aspects of crisis and transition/exit plans that are relevant to the role of the provider of Individual Counseling.

The intent of the SSP is not to supplant or redo the IEP/MP or the current BSP, but rather to ensure that it supports the achievement of the IEP/MP/BSP goals and objectives.

Individual Counseling shall include all of the following:

1. Access and review all assessment and other historical data available in the student's educational record.
2. Participate in the Functional Behavior Assessment (hereinafter "FBA")/BSP process when requested by the school.
3. Assist team with determining eligibility and developing IEP/MP goals and objectives.
4. Participate as an IEP/MP team member when requested by the school. If the STATE requires the PROVIDER to attend an IEP meeting for the student, authorization must come from a STATE administrator affiliated with the IEP team and be billed under Educational Team Planning and Participation.
5. Develop a SSP for each student as described above.
6. Implement SSP for individual students. On an ongoing basis, monitor the effect of interventions in meeting objectives and goals.
7. Schedule regular sessions to work with student in accordance with the student's IEP/MP.
8. Review the SSP and adjust interventions, refine understanding of student strengths, needs, goals, and monitor student progress at least every thirty (30) days.
9. Develop a written crisis plan in collaboration with the student, family, teachers, and other relevant parties.

10. Update crisis intervention and transition/exit plans within the SSP based on such reviews.
11. Assist with transition/exit planning in collaboration with the IEP/MP team as may be required. Review the written transition/exit plan periodically including exit goals, specific target dates for reaching each goal, and other included plan details to determine when counseling can appropriately conclude.
12. Foster the integration of services across domains (home, school, and community) as needed.

Service Operations:

1. The PROVIDER shall contact the school/student/family within one (1) week of procurement and be able to initiate service within two (2) weeks of procurement unless otherwise determined by the IEP/MP care coordinator.
2. Written SSP must be completed within one (1) week of procurement, regularly reviewed, and updated.
3. Crisis plan must be completed within one (1) week of procurement, regularly reviewed, and updated.
4. Transition/Exit plans must be completed within two (2) weeks of procurement, regularly reviewed, and submitted.
5. Input required information into eCSSS (or other designated database) and the SBBH supplemental database as required, within the timeframe specified by the STATE.
6. SBBH Quarterly Progress Reports must be completed according to service specifications. The PROVIDER shall incorporate the outcome data findings and the contents of the SBBH Quarterly Progress Report into the eCSSS (or other designated database) Quarterly Progress Report.
7. Evidence of credentialing must be available.

Referral Criteria:

The DOE Standards of Practice (hereinafter “SOP”) have been followed and an IEP/MP team determines the identified student meets at least one (1) of the eligibility criteria as defined in Chapter 53 or 56, and **ALL** of the following:

1. The student is experiencing moderate to severe behavioral and/or emotional problems due to a behavioral/mental health disorder, manifested by a moderate to severe risk for self-injury, injury to others, delay in appropriate developmental progress, deterioration in ability to fulfill developmentally appropriate responsibilities, presence of stress-related symptoms, decompensation, or relapse;
2. The identified behavioral and/or emotional problems interfere with student’s ability to gainfully benefit from his/her educational program;
3. There is reasonable expectation that the student shall benefit from this service, i.e., that Individual Counseling shall remediate symptoms and/or

improve functioning resulting in improved ability to benefit from his/her educational program; and

4. Less restrictive services are not adequate to meet the student's needs based on the documented response to prior intervention.

Authorization (Billable Hours):

Individual Counseling services can be of varying degrees of intensity and complexity depending upon the student/family/school situation and needs. Regular sessions are scheduled per the SSP in response to the IEP/MP/BSP, and typically shall be time-limited and shall decrease in frequency when needs are met and goals are reached. These services are intended to be focused and time-limited with services reduced and discontinued as student/family are able to function more effectively. The usual course of intervention is six (6) to twenty-four (24) individual sessions, or six (6) months, or as specified per the IEP/MP:

1. The IEP/MP team recommends these services. The scope and nature of services are collaboratively determined by the IEP/MP team.
2. A normal session may consist of up to twelve (12) units, or one (1) hour per month of face-to-face Individual Counseling as appropriate for the student's age and demonstrated ability to benefit.

Telephone contacts, documentation or reporting requirements, and logistical planning/preparation shall be an included cost of the service. There is no payment for phone calls, travel time, wait time, no-shows, or cancellations.

Absence of the eCSSS (or other designated database) Quarterly Progress Report which incorporates the contents of the SBBH Quarterly Progress Report shall be constructive proof that the services did not occur and the amount billed shall be subject to refund.

Maximum Billable: 48 units per month or per IEP/MP. 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)

Continuing Service Criteria:

Continuation of services shall be based on the student's progress toward IEP/MP goal and objectives.

All of the following criteria must be met as determined by the IEP/MP team review of service documentation, plans, and progress as specified in the SSP, BSP, and IEP/MP:

1. All referral criteria continue to be met;
2. Services are being provided per the IEP/MP as documented in progress reports and plan reviews;

3. There are regular and timely assessments, and documentation of student/family response to interventions. Timely and appropriate modifications to the SSP have been made that are consistent with the student/family's status;
4. A transition/exit plan has been formulated, regularly reviewed, revised if appropriate, and appropriately implemented in a timely manner, identifies specific transition/exit goals to be met, and includes specific target dates for reaching each goal; AND
5. At least one (1) of the following criteria must be met:
 - a. Symptoms or behaviors persist at a level of severity that was documented upon referral, the projected timeframe for attainment of IEP/MP/BSP goals as documented in the progress notes has not been reached, and a less restrictive level of care would not adequately meet student's needs. [NOTE: In this situation the IEP/MP team may need to reconvene, and the BSP and SSP may need to be adjusted to better meet the student's needs.] If ongoing interventions and adjustments are not effective, alternative services and levels of care may need to be explored;

OR
 - b. Student is demonstrating progress, and although behavioral goals/objectives have not yet been met, there is reason to believe that goals can be met with continued Individual Counseling services, and a less intensive level of care would not adequately meet student needs;

OR
 - c. Minimal progress toward behavioral goals has been demonstrated, the BSP and SSP have been modified to more effectively address needs, and there is reason to believe that goals can be met by continuing Individual Counseling services, and a less intensive level of care would not adequately meet student needs;

OR
 - d. New symptoms or maladaptive behaviors have emerged, the BSP and SSP have been modified to address these additional needs, the needs can be safely and effectively addressed through Individual Counseling services, and a less intensive level of care would not adequately meet student needs.

Verification of Service Session:

1. Service session is complete when visit records reflecting all contacts have been entered into eCSSS (or other designated database) within twenty-four (24) hours. Such information includes IEP/MP information, visit records, progress reports, and other professional information or data that the STATE may require; and
2. The PROVIDER has completed the Service Verification Form.

Completion of Service:

IEP/MP team determines that the student is no longer in need of or eligible for services due to at least one (1) of the following:

1. Targeted symptoms and/or maladaptive behaviors have abated to a level of severity which no longer requires this level of care as documented by attainment of goals in the IEP/MP;
OR
2. Student has demonstrated minimal or no progress toward IEP/MP goals for a **three (3) month period** and appropriate modifications of the BSP and SSP have been made and implemented with no significant success, suggesting the student is not benefiting from Individual Counseling services at this time;
OR
3. Student exhibits new symptoms and/or maladaptive behaviors which cannot be safely and effectively addressed through Individual Counseling services;
OR
4. Student no longer meets referral criteria for this service;
OR
5. Student no longer meets eligibility criteria;
OR
6. The STATE determines the services of the PROVIDER are no longer necessary.

Staffing Requirements:

Individual Counseling services shall be provided by personnel that meet one (1) of the following requirements:

1. Hawaii licensed social worker, marriage/family therapist, psychiatric nurse specialist, psychologist or psychiatrist, National Certified Counselor, option C only, **AND** a minimum of one (1) year of supervised training and experience in the provision of child and adolescent mental health services;
OR
2. An advanced (graduate level) professional degree in social work, marriage/family counseling, psychiatric nursing, psychology, psychiatry, counseling or behavioral science from a nationally or regionally accredited program **AND** a minimum of two (2) years of supervised training and experience in the provision of child and adolescent mental health services;
OR
3. Possess a Master's or higher degree from a national or regionally accredited university; be eligible to be certified/licensed as a school psychologist by one of the 50 states; and with at least two (2) years of experience as a school psychologist which involved working directly with children;
OR

4. An advanced (graduate level) professional degree in social work, marriage/family counseling, psychiatric nursing, psychology, psychiatry, counseling or behavioral science, from a nationally or regionally accredited program **AND** a minimum of one (1) year of supervised training and experience in the provision of child and adolescent mental health services, **AND** currently working under the supervision of personnel meeting criteria 1 or 2 above;
- OR
5. Licensed Mental Health Counselor in the State of Hawaii, as of 2005, having at least one (1) year of experience in behavioral or mental health.

Documentation:

Specific required documentation includes all of the following:

1. Develop and review a (written) SSP with the student, family, and school prior to initiating such services as may be specified in the IEP/MP. PROVIDER is required to utilize the specified SSP. Further review the SSP with the student, family, and school as required. The SSP should reference IEP/MP goals and objectives, include all SBBH related aspects of the student's BSP and add planning information and details to be utilized by the PROVIDER in effectively providing SBBH service(s) to address the student's goals and objectives. The SSP shall be turned in to the IEP/MP care coordinator within one (1) week of procurement.
2. Develop a written crisis plan in collaboration with other involved professionals, and review the plan with the student, family, and school within one (1) week of procurement. The plan is to be signed by all parties involved in the review. Update this plan as needed, to effectively meet changing student needs in relation to family/school needs.
3. Prepare written transition and exit plans within two (2) weeks of procurement. Review with the student/family/school within two (2) weeks of procurement and update these plans as needed.
4. Completion of visit records reflecting all contacts and which shall be entered into eCSSS (or other designated database) within twenty-four (24) hours. The PROVIDER shall input information in the eCSSS (or other designated database) modules as may be required for each service description. Such information includes IEP/MP information, visit records, progress reports, and other professional information or data that the STATE may require.
5. By the 5th of every calendar month, input required data into eCSSS (or other designated database) and the SBBH supplemental database, reporting on the student's end-of-month status, as well as service activities and student progress over the entire month. If the 5th falls on the weekend or a holiday, data input is due on the preceding school day.
6. Tracking of outcome measures shall, at a minimum, include quarterly completion of the BASC-2 SOS in the setting of difficulty. If the SOS is not applicable, then an appropriate alternative BASC-2 checklist must be

completed, such as, Parent Rating Scale, Teacher Rating Scale, or Self-Report of Personality. Data shall be incorporated into the SBBH Quarterly Progress Report.

7. SBBH Quarterly Progress Reports must address student progress in meeting IEP/MP goals, and shall be completed and made available to the student's IEP/MP care coordinator two (2) weeks before the end of the quarter. Also, a report is due at the end of each ESY period, if student is eligible for ESY. The PROVIDER shall be responsible for providing measurable outcome data to assess the effectiveness of this service. The PROVIDER shall incorporate the outcome data findings and the contents of the SBBH Quarterly Progress Report into the eCSSS (or other designated database) Quarterly Progress Report.

V. GROUP COUNSELING

Service Description:

Group Counseling services include regularly scheduled membership in service provider facilitated groups of three (3) to twelve (12) students, and is designed to improve student functioning in their identified areas of concern.

Group Counseling services are both focused, evidence based, and typically time-limited. Students shall be exited from the group when appropriate IEP/MP and BSP goals and objectives are reached. Group counselors may utilize verbal instruction, modeling, coaching, role-playing, behavioral practice, and other group-oriented experiential techniques.

Specific goals may include: skill development, reduction of reoccurring problem behaviors, reduction of symptoms, increase in behavioral control, and improved attention, communication, social, recreational, coping, anger management, problem-solving, and other daily educational or living skills. Interventions utilized should be strengths- and evidence-based and tailored to address identified needs of the individual student.

Services are designed to promote healthy independent functioning and to build upon the natural strengths of the student and community resources.

The PROVIDER shall have a SSP for each student seen in Group Counseling. The SSP must be in written form, and responds to those IEP/MP goals and objectives which pertain to school-based behavioral health needs. The SSP shall augment the student's current BSP, which addresses the student's emotional-behavioral health needs, by describing the PROVIDER's immediate objective(s), specific interventions, and target dates for reaching those objectives. The SSP shall also include the PROVIDER's focused intervention plans, as well as aspects of crisis and transition/exit plans that are relevant to the role of the provider of Group Counseling.

The intent of the SSP is not to supplant or redo the IEP/MP or the current BSP but rather to ensure that it supports the achievement of the IEP/MP/BSP goals and objectives.

Group Counseling shall include all of the following:

1. Access and review all assessment and other historical data available in the student's educational record.
2. Participate in the FBA/BSP process when requested by the school.
3. Assist team with determining eligibility and developing IEP/MP goals and objectives.
4. Participate as an IEP/MP team member when requested by the school. If the STATE requires the PROVIDER to attend an IEP meeting for the student, authorization must come from a STATE administrator affiliated with the IEP team and be billed under Educational Team Planning and Participation.
5. Develop a SSP for each student as described above.
6. Implement SSP for individual students. On an ongoing basis, monitor the effect of interventions in meeting objectives and goals.
7. Schedule regular sessions to work with student in accordance with the student's IEP/MP.
8. Review the SSP and adjust interventions, refine understanding of student strengths, needs, goals, and monitor student progress at least every thirty (30) days.
9. Develop a written crisis plan in collaboration with the student, family, teachers, and other relevant parties.
10. Update crisis intervention and transition/exit plans within the service plan, based on such reviews.
11. Assist with transition/exit planning in collaboration with the IEP/MP team as may be required. Review the written transition/exit plan periodically including exit goals, specific target dates for reaching each goal, and other included plan details to determine when counseling can appropriately conclude.
12. Foster the integration of services across domains (home, school, and community) as needed.

Service Operations:

1. The PROVIDER shall contact the school/student/family within one (1) week of procurement and be able to initiate service within two (2) weeks of procurement unless otherwise determined by the IEP/MP care coordinator.
2. Written SSP must be completed within one (1) week of procurement, regularly reviewed, and updated.
3. Crisis plan must be completed within one (1) week of procurement, regularly reviewed, and updated.
4. Transition/Exit plans must be completed within two (2) weeks of procurement, regularly reviewed, and submitted.

5. Input required information into eCSSS (or other designated database) and the SBBH supplemental database as required, and within the timeframe specified by the STATE.
6. SBBH Quarterly Progress Reports must be completed according to service specifications. The PROVIDER shall incorporate the outcome data findings and the contents of the SBBH Quarterly Progress Report into the eCSSS (or other designated database) Quarterly Progress Report.
7. Evidence of credentialing must be available.

Referral Criteria:

The DOE SOP have been followed and an IEP/MP team determines the identified student meets at least one (1) of the eligibility criteria as defined in Chapter 53 or 56, and **ALL** of the following:

1. The student is experiencing moderate to severe behavioral and/or emotional problems due to a behavioral disorder, manifested by a moderate to severe risk for self-injury, injury to others, delay in appropriate developmental progress, deterioration in ability to fulfill developmentally appropriate responsibilities, presence of stress-related symptoms, decompensation, or relapse;
2. The identified behavioral and/or emotional problems interfere with student's ability to gainfully benefit from his/her educational program;
3. There is reasonable expectation that the student shall benefit from this service, i.e., that Group Counseling shall remediate symptoms and/or improve functioning resulting in improved ability to benefit from his/her educational program; AND
4. Less restrictive services are not adequate to meet the student's needs based on the documented response to prior intervention.

Authorization (Billable Hours):

1. Group Counseling services can be of varying degrees of intensity and complexity depending upon the student's situation and needs. Regular sessions are scheduled per the SSP in response to the IEP/MP/BSP, and typically shall be time-limited and shall decrease in frequency as needs are met and goals are reached.
2. The IEP/MP team recommends these services. The scope and nature of services are collaboratively determined by the IEP/MP.
3. A normal session should consist of twelve (12) units, or a one (1) hour session per month of Group Counseling.
4. If procured, the unit cost shall reflect a 5-minute unit rate. The rate shall reflect the cost for providing the service to the individual student, not the group.

Telephone contacts, documentation or reporting requirements, and logistical planning/preparation shall be an included cost of the service. There is no payment for phone calls, travel time, wait time, no-shows, or cancellations.

Absence of the eCSSS (or other designated database) Quarterly Progress Report which incorporates the contents of the SBBH Quarterly Progress Report shall be constructive proof that the services did not occur and the amount billed shall be subject to refund.

Maximum Billable: 48 units per month or per IEP/MP. 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)

Continuing Service Criteria:

Continuation of services shall be based on the student's progress toward IEP/MP goals and objectives.

All of the following criteria must be met, as determined by the IEP/MP team review of service documentation, plans, and progress as specified in the SSP, BSP, and IEP/MP:

1. All referral criteria continue to be met;
2. Services are being provided per the IEP/MP, as documented in progress reports and plan reviews;
3. There are regular and timely assessments, and documentation of student/family response to interventions. Timely and appropriate modifications to the SSP have been made that are consistent with the student's IEP/MP goals and objectives;
4. A transition/exit plan has been formulated, regularly reviewed, revised if appropriate, and appropriately implemented in a timely manner, identifies specific transition/exit goals to be met, and includes specific target dates for reaching each goal; AND
5. At least one (1) of the following criteria must be met:
 - a. Symptoms or behaviors persist at a level of severity that was documented upon referral, the projected timeframe for attainment of IEP/MP/BSP goals as documented in the progress notes has not been reached, and a less restrictive level of care would not adequately meet student's needs. [Note: In this situation the IEP/MP team may need to reconvene, and the BSP and SSP may need to be adjusted to better meet the student's IEP/MP goals and objectives.] If ongoing treatment and adjustments are not effective, alternative services and levels of care may need to be explored;
 - OR
 - b. Student is demonstrating progress, and although behavioral goals/objectives have not yet been met, there is reason to believe that goals can be met with continued Group Counseling services, and a less

intensive level of care would not adequately meet the student's IEP/MP goals and objectives;

OR

- c. Minimal progress toward behavioral goals has been demonstrated, the BSP and SSP have been modified to more effectively address needs, and there is reason to believe that goals can be met by continuing Group Counseling services, and a less intensive level of care would not adequately meet the student's IEP/MP goals and objectives;

OR

- d. New symptoms or maladaptive behaviors have emerged, the BSP and SSP have been modified to address these additional needs, the needs can be safely and effectively addressed through Group Counseling services, and a less intensive level of care would not adequately meet the student's IEP/MP goals and objectives.

Verification of Service Session:

1. Service session is complete when visit records reflecting all contacts have been entered into eCSSS (or other designated database) within twenty-four (24) hours. Such information includes IEP/MP information, visit records, progress reports, and other professional information or data that the STATE may require; and
2. The PROVIDER has completed the Service Verification Form.

Completion of Service:

IEP/MP team determines that the student is no longer in need of or eligible for services due to at least one (1) of the following:

1. Targeted symptoms and/or maladaptive behaviors have abated to a level of severity which no longer requires this level of care as documented by attainment of goals in the IEP/MP;
OR
2. Student has demonstrated minimal or no progress toward IEP/MP goals for a **three (3) month period** and appropriate modifications of the BSP and SSP have been made and implemented with no significant success, suggesting the student is not benefiting from Group Counseling services at this time;
OR
3. Student exhibits new symptoms and/or maladaptive behaviors which cannot be safely and effectively addressed through Group Counseling services;
OR
4. Student no longer meets referral criteria for this service;
OR
5. Student no longer meets eligibility criteria;
OR

6. The STATE determines the services of the PROVIDER are no longer necessary.

Staffing Requirements:

Group Counseling services shall be provided by personnel that meet one (1) of the following requirements:

1. Hawaii licensed social worker, marriage/family therapist, psychiatric nurse specialist, psychologist or psychiatrist, National Certified Counselor, option C only, **AND** a minimum of one (1) year of supervised training and experience in the provision of child and adolescent mental health services;
OR
2. An advanced (graduate level) professional degree in social work, marriage/family counseling, psychiatric nursing, psychology, psychiatry, counseling or behavioral science from a nationally or regionally accredited program **AND** a minimum of two (2) years of supervised training and experience in the provision of child and adolescent mental health services;
OR
3. Possess a Master's or higher degree from a national or regionally accredited university; be eligible to be certified/licensed as a school psychologist by one of the 50 states; and with at least two (2) years of experience as a school psychologist which involved working directly with children;
OR
4. An advanced (graduate level) professional degree in social work, marriage/family counseling, psychiatric nursing, psychology, psychiatry, counseling or behavioral science, from a nationally or regionally accredited program **AND** a minimum of one (1) year of supervised training and experience in the provision of child and adolescent mental health services, **AND** currently working under the supervision of personnel meeting criteria 1 or 2 above;
OR
5. Licensed Mental Health Counselor in the State of Hawaii, as of 2005, having at least one (1) year of experience in behavioral or mental health.

Documentation:

Specific required documentation includes all of the following:

1. Develop and review a (written) SSP with the student, family, and school prior to initiating such services as may be specified in the IEP/MP. Further review the SSP with the student, family, and school as required. The SSP should reference IEP/MP goals and objectives, include all SBBH related aspects of the student's BSP and add planning information and details to be utilized by the PROVIDER in effectively providing SBBH service(s) to

address the student's goals and objectives. The SSP shall be turned in to the IEP/MP care coordinator within one (1) week of procurement.

2. Develop a written crisis plan in collaboration with other involved professionals, and review the plan with the student, family, and school within one (1) week of procurement. The plan is to be signed by all parties involved in the review. Update this plan as needed, to effectively meet changing student needs in relation to family/school needs.
3. Prepare written transition and exit plans within two (2) weeks of procurement. Review with the student/family/school within two (2) weeks of procurement and update these plans as needed.
4. Completion of visit records reflecting all contacts and which shall be entered into eCSSS (or other designated database) within twenty-four (24) hours. The PROVIDER shall input information in the eCSSS (or other designated database) modules as may be required for each service description. Such information includes IEP/MP information, visit records, progress reports, and other professional information or data that the STATE may require.
5. By the 5th of every calendar month, input required data into eCSSS (or other designated database) and the SBBH supplemental database, reporting on the student's end-of-month status, as well as service activities and student progress over the entire month. If the 5th falls on the weekend or a holiday, data input is due on the preceding school day.
6. Tracking of outcome measures shall, at a minimum, include quarterly completion of the BASC-2 SOS in the setting of difficulty. If the SOS is not applicable, then an appropriate alternative BASC-2 checklist must be completed, such as, Parent Rating Scale, Teacher Rating Scale, or Self-Report of Personality. Data shall be incorporated into the SBBH Quarterly Progress Report.
7. SBBH Quarterly Progress Reports must address student progress in meeting IEP/MP goals, and shall be completed and made available to the student's IEP/MP care coordinator two (2) weeks before the end of the quarter. Also, a report is due at the end of each ESY period, if student is eligible for ESY. The PROVIDER shall be responsible for providing measurable outcome data to assess the effectiveness of this service. The PROVIDER shall incorporate the outcome data findings and the contents of the SBBH Quarterly Progress Report into the eCSSS (or other designated database) Quarterly Progress Report.

VI. PARENT COUNSELING/TRAINING

Service Description:

The purpose of Parent Counseling/Training is to educate parents or legal guardians (with whom the student resides) and to provide them with an understanding of the special needs of their student and help them acquire and practice the skills that shall allow them to support the implementation of their student's IEP/MP.

Topics of instruction may include, but are not limited to information relating to their student's disability and related diagnosis, techniques useful for addressing behavioral issues, and information about evidence based strategies.

Parent Counseling/Training services include regularly scheduled face-to-face sessions with a student and family designed to facilitate improvement of student/family functioning in ways that allow the student to gain benefit from his/her educational program. As determined by the STATE, these services may be provided in the school, community, or home setting, or if appropriate, in the PROVIDER's office or in any other setting deemed by the STATE to be best suited to address student and family needs, consistent with IEP/MP goals and objectives.

The PROVIDER shall have a SSP for each student seen in Parent Counseling/Training. The SSP must be in written form, and responds to those IEP/MP goals and objectives which pertain to SBBH needs. The SSP shall augment the student's current BSP which addresses the student's emotional-behavioral health needs, by describing the PROVIDER's immediate objective(s), specific interventions, and target dates for reaching those objectives. The SSP shall also include the PROVIDER's focused intervention plans, as well as aspects of crisis and transition/exit plans that are relevant to the role of the provider of Parent Counseling/Training.

The intent of the SSP is not to supplant or redo the IEP/MP or the current BSP but rather to ensure that it supports the achievement of the IEP/MP/BSP goals and objectives.

Interventions are evidence based and tailored to address identified student and family needs consistent with IEP/MP/BSP goals and objectives. Services are designed to promote healthy functioning and to build upon the natural strengths of the student, family, and community resources. These services are intended to be time-limited with services first reduced, and then discontinued as student/family are able to function more effectively in achieving educational goals and objectives.

Specific interventions may include:

1. Assisting the family with developing and maintaining appropriate structure within the home.
2. Assisting the family with the development of effective parenting skills and student management techniques.
3. Assisting the family with developing an increased understanding of their student's symptoms and problematic behaviors, developing effective strategies to address these issues, and encouraging an emphasis on building upon their student's strengths.
4. Facilitating involvement and access to community supports and resources as needed.

Service Operations:

1. The PROVIDER shall contact the student/family within one (1) week of procurement and be able to initiate service within two (2) weeks of procurement unless otherwise determined by the IEP/MP care coordinator.
2. Provision of this service must be of a time-limited basis and promote success in helping parents/legal guardians acquire the skills to help their student meet the goals and objectives in the student's IEP/MP.
3. Data shall be kept for each session as to the progress made by parents/legal guardians receiving Parent Counseling/Training.
4. This service should be delivered in a setting that is best suited to address student's IEP/MP goals and objectives. This may occur at the student's school, home, or other site as determined by the STATE.
5. The PROVIDER must be able to integrate this service with other services, student's school, other agencies, and other STATE contracted providers.
6. The intent of this service is to realize reasonable benefit to the educational progress of the student.
7. The PROVIDER shall provide the service in accordance with the time and frequency identified in the IEP/MP (e.g., do not provide all authorized contact hours for the month in one (1) session at the end of the month, unless this arrangement is specified in the IEP/MP).
8. The parent's/legal guardian's inability to acquire the skills or knowledge, or lack of participation shall result in the IEP/MP team revisiting the need for this service.
9. It is an expectation that contact be made with the school to develop the Parent Counseling/Training SSP within one (1) week. After the plan is developed, the PROVIDER shall contact parent to initiate services. This inception date of services may be delayed for a reasonable amount of time as determined by the STATE, as an accommodation to the parent, however, the PROVIDER must provide notice of the delay to the STATE employee requesting the services in writing; e-mail is acceptable.
10. Services shall be made available to parents/legal guardians within the typical workday as well as in the evening.
11. Initial appointment with student/family must be scheduled within two (2) weeks of procurement or per instructions of the IEP/MP care coordinator.
12. Written SSP must be completed within one (1) week of procurement, regularly reviewed, and updated.
13. Crisis plan must be completed within one (1) week of procurement, regularly reviewed, and updated.
14. Transition/Exit plans must be completed within two (2) weeks of procurement, regularly reviewed, and submitted.
15. SBBH Quarterly Progress Reports must be completed according to service specifications. The PROVIDER shall incorporate the outcome data findings and the contents of the SBBH Quarterly Progress Report into the eCSSS (or other designated database) Quarterly Progress Report.
16. Evidence of credentialing must be available.

Referral Criteria:

The DOE SOP have been followed and an IEP/MP team determines that:

- Parents/legal guardians need education in the understanding of the special needs of their student;
- Parents/legal guardians need help in acquiring skills and practicing skills that shall allow them to support the implementation of their student's IEP/MP;

AND

The identified student meets at least one (1) of the eligibility criteria defined in Chapter 53 or 56 and ALL of the following:

1. The student is experiencing moderate to severe behavioral and/or emotional problems due to a behavioral disorder, manifested by a moderate to severe risk for self-injury, injury to others, delay in appropriate developmental progress, deterioration in ability to fulfill developmentally appropriate responsibilities, presence of stress-related symptoms, decompensation, or relapse;
2. The identified behavioral and/or emotional problems significantly interfere with student's ability to gainfully benefit from the his/her educational program;
3. Direct family involvement in interventions are essential to the student's progress, i.e., lack of direct family involvement would result in lack of progress or deterioration; and
4. Less restrictive services are not adequate to meet the student needs based on documented response to prior treatment.

Authorization (Billable Hours):

1. A billable event is limited to actual time spent providing Parent Counseling/Training sessions. The Parent Counseling/Training session must consist of face-to-face contact with the persons who are the recipient of the training.
2. Parent Counseling/Training services are recommended by the IEP/MP team and procured by the school. The scope and nature of services are collaboratively determined by the IEP/MP team. Parent Counseling/Training services may vary in intensity and complexity depending upon the student/family situation and needs.
3. Regular sessions are scheduled per the SSP to respond to needs identified by the IEP/MP/BSP and typically shall decrease in frequency as needs are met and goals are reached. These services are intended to be time-limited with services reduced and then discontinued as student/family is able to function more effectively and the student demonstrates progress on educational goals and objectives.

4. A normal session should consist of twelve (12) units or one (1) hour per month of face-to-face Parent Counseling/Training.

Telephone contacts, documentation or reporting requirements, and logistical planning/preparation shall be an included cost of the service. There is no payment for phone calls, travel time, wait time, no-shows, or cancellations.

Absence of the SBBH Quarterly Progress report shall be constructive proof that the services did not occur and the amount billed shall be subject to refund. The PROVIDER shall incorporate the contents of the SBBH Quarterly Progress Report into the eCSSS (or other designated database) Quarterly Progress Report.

Maximum Billable: 48 units per month or per IEP/MP. 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)

Continuing Service Criteria:

Parent Counseling/Training must be of a time-limited basis and consist of evidence based instructional interventions. In addition, the service shall follow the SSP and result in the student's progress in educational goals and objectives as evidenced by collected data.

Verification of Service Session:

1. Service session is complete when visit records reflecting all contacts have been entered into eCSSS (or other designated database) within twenty-four (24) hours. Such information includes IEP/MP information, visit records, progress reports, and other professional information or data that the STATE may require; and
2. The PROVIDER has completed the Service Verification Form.

Completion of Service:

1. Parent Counseling/Training SSP has been implemented and completed;
OR
2. The STATE determines the services of the PROVIDER is no longer necessary;
OR
3. The IEP/MP team determined that the provision of this service is no longer needed.

Staffing Requirements:

Parent Counseling/Training services shall be provided by personnel that meet one (1) of the following requirements:

1. Hawaii licensed social worker, marriage/family therapist, psychiatric nurse specialist, psychologist or psychiatrist, National Certified Counselor, option C only, **AND** a minimum of one (1) year of supervised training and experience in the provision of child and adolescent mental health services;
OR
2. An advanced (graduate level) professional degree in social work, marriage/family counseling, psychiatric nursing, psychology, psychiatry, counseling or behavioral science from a nationally or regionally accredited program **AND** a minimum of two (2) years of supervised training and experience in the provision of child and adolescent mental health services;
OR
3. Possess a Master's or higher degree from a national or regionally accredited university; be eligible to be certified/licensed as a school psychologist by one of the 50 states; and with at least two (2) years of experience as a school psychologist which involved working directly with children;
OR
4. An advanced (graduate level) professional degree in social work, marriage/family counseling, psychiatric nursing, psychology, psychiatry, counseling or behavioral science, from a nationally or regionally accredited program **AND** a minimum of one (1) year of supervised training and experience in the provision of child and adolescent mental health services, **AND** currently working under the supervision of personnel meeting criteria 1 or 2 above;
OR
5. Licensed Mental Health Counselor in the State of Hawaii, as of 2005, having at least one (1) year of experience in behavioral or mental health.

Documentation:

Specific required documentation includes all of the following:

1. Develop and review a (written) SSP. The SSP must include specific concepts/skills in which education/training is being provided and data shall be kept on progress or lack of progress in acquiring the specific concepts/skills identified. The SSP shall be turned in to the IEP/MP care coordinator within one (1) week of procurement.
2. Completion of visit records reflecting all contacts and which shall be entered into eCSSS (or other designated database) within twenty-four (24) hours. The PROVIDER shall input information in the eCSSS (or other designated database) modules as may be required for each service description. Such

information includes IEP/MP information, visit records, progress reports and other professional information or data that the STATE may require.

3. By the 5th of every calendar month, input required data into eCSSS (or other designated database) and the SBBH supplemental database, reporting on the student's end-of-month status, as well as service activities and student progress over the entire month. If the 5th falls on the weekend or a holiday, data input is due on the preceding school day.
4. Tracking of outcome measures shall, at a minimum, include quarterly completion of the BASC-2 SOS in the setting of difficulty. Data shall be incorporated into the SBBH Quarterly Progress Report.
5. SBBH Quarterly Progress Reports must address student progress in meeting IEP/MP goals, and shall be completed and made available to the student's IEP/MP care coordinator two (2) weeks before the end of the quarter. Also, a report is due at the end of each ESY period, if student is eligible for ESY. The PROVIDER shall be responsible for providing measurable outcome data to assess the effectiveness of this service. The PROVIDER shall incorporate the outcome data findings and the contents of the SBBH Quarterly Progress Report into the eCSSS (or other designated database) Quarterly Progress Report.

VII. 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 should 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.

VIII. SCHOOL CONSULTATION

Service Description:

Consultation of a provider with regular and special education teachers, school administrators, and other school personnel regarding the behavior management of students as related to their IEP/MP goals and objectives. School Consultation is delivered as requested by or agreed upon by the school.

School Consultation shall include all of the following:

1. School Consultation is a collaborative process, which serves to better link a student's BSP with his/her IEP/MP. School Consultation facilitates communication between school personnel and behavioral health providers, between home and school, as well as between various school staff, such as between regular and special educators. While the focus of consultation is on behavioral management issues, it can include organizational management of the classroom (e.g., seating arrangements, scheduling) to boost the efficacy of inclusion of children with disabilities. The PROVIDER can provide general and intervention-specific information on particular behavioral disorders (e.g., Attention-Deficit/Hyperactivity Disorder, Tourette's Disorder) as well as certain social emotional variables (e.g., low self-esteem, poor achievement motivation, lack of social skills competence) and their potential impact on classroom performance;
2. School Consultation generally includes a face-to-face contact of a provider with the teacher, administrator, or other school personnel for the purpose of sharing information and facilitating communication. The contact may, however, be made by phone if the school visitation is not feasible and the goals of that consultation can be accomplished long-distance (e.g., helping a teacher fine-tune a behavior management plan); **AND**
3. The following responsibilities of the school consultant are important to insure collaboration and efficacy:
 - a. Accessing and reviewing pertinent educational and mental health data available in the student's clinical record;
 - b. Adhering to school protocols regarding rules and responsibilities on school campus;
 - c. Conducting classroom observation(s), if needed, to witness student's functioning in the school setting;
 - d. Holding consultation meetings with appropriate school personnel to discuss specific issues/interventions related to the student's school performance; **AND**
 - e. Complete progress note and place in eCSSS (or other designated database) within twenty-four (24) hours.

Service Operations:

Progress notes shall be completed according to standards and placed in the student's records/eCSSS (or other designated database) within twenty-four (24) hours.

Referral Criteria:

The STATE decides that delivery of School Consultation by the PROVIDER would be educationally beneficial for the student, and the school administrator approves the service.

Authorization (Billable Hours):

Prior procurement by the STATE is required for each consultation event. School Consultation is limited to twelve (12) units per episode. However, twenty-four (24) units per episode shall be allowed if a classroom observation is conducted.

There is no reimbursement for travel time, wait time, or no-shows for classroom observations.

Maximum Billable: 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:

A progress note is completed and placed in eCSSS (or other designated database); reflecting issues and behavior management strategies discussed, as well as school personnel's receptivity to the consultation intervention.

Staffing Requirements:

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

Documentation:

1. Input information in the eCSSS (or other designated database) modules such as IEP/MP, visit log, progress report, and other modules that the STATE requires;
2. 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 completed before invoice submission and payment.

IX. 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.