

## SCOPE OF SERVICES

1. The PROVIDER shall provide Behavioral Instructional Support Services (hereinafter “BISS”) 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, communication, and behavioral deficits and receives special education and related services in order to benefit from his/her free and appropriate public education.

2. Specifically, the PROVIDER shall provide BISS 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 reference 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/data 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 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 the final determination of the location of service delivery.
- 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 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 severe social, communication, 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 communication, social, 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 of the request.

### **III. SUPERVISION REQUIREMENTS**

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

An individual who possesses a Doctorate of Philosophy, Education with a specialty in the area of special education, or Psychology, or Speech Pathology and having at least three (3) years of experience working with students with special needs in an educational setting and have knowledge and experience of behavioral/instructional approaches for the target population;

OR

An individual who possesses a Master's Degree in Education with a specialty in the area of special education, or Psychology, or Speech Pathology and having at least five (5) years of experience working with students with special needs in an educational setting and have knowledge and experience of behavioral/instructional approaches for the target population;

OR

A current Hawaii-licensed psychiatrist; board certified by the American Board of Psychiatry and Neurology (hereinafter "ABPN"); or Board certified in Child/Adolescent Psychiatry;

OR

An individual who possesses a current Hawaii license in Psychology, Social Work, or Marriage and Family Therapy (hereinafter "LMFT") having at least three (3) years of experience in behavioral/instructional approaches for the target population;

OR

An individual who possesses Social Work Certification, or is a Diplomate in Clinical Social Work (hereinafter "DCSW") or Board Certified Diplomate (hereinafter "BCD") and having at least three (3) years of experience in behavioral/instructional approaches for the target population;

OR

An individual who possesses a current Hawaii license and certification to practice as an Advanced Practice Registered Nurse (hereinafter "APRN") and having at least three (3) years of experience in behavioral/instructional approaches for the target population;

OR

A Current Hawaii-licensed Mental Health Counselor, as of 2005, and having at least three (3) years of experience in behavioral/instructional approaches for the target population.

### **IV. BEHAVIORAL INSTRUCTIONAL SUPPORT SERVICES**

#### **Service Description:**

Behavioral Instructional Support Services (hereinafter "BISS") should be considered an intensive intervention. It is expected that behavioral/instructional strategies shall be utilized to promote student growth toward meeting identified IEP/MP goals and objectives and the Hawaii Content and Performance Standards III.

BISS includes working collaboratively with the classroom teacher and paraprofessionals to: (1) develop the student's monthly service plan; (2) develop a Functional Behavioral Assessment (hereinafter "FBA") or Behavioral Support Plan (hereinafter "BSP"), if necessary; 3) instruct STATE personnel in the leading and directing of activities of the paraprofessionals **or** leading and directing the activities of paraprofessionals when STATE personnel are unavailable; and (4) assist with the collection, aggregation, and analysis of student data.

### **Service Operations:**

BISS involves working collaboratively with the STATE and all members of a student's educational team. It shall not include the provision of direct services to a student, unless otherwise approved by the STATE.

Teaming and collaboration among instructional team members is critical in the development and implementation of appropriate educational services for students such as those exhibiting a combination of severe social, communication, and behavioral deficits. The BISS professional shall work collaboratively with the classroom teacher or contracted service paraprofessional and all other members of a student's educational team. It is expected that the BISS professional shall communicate directly with the STATE regarding any issues that may affect or impact the student's progress including but not limited to changes in the student's monthly service plan, and student progress or lack thereof. It is the STATE's responsibility to communicate information regarding the student to the parent, including topics such as program development, modifications to the monthly SSP, and student progress.

In the event that it is not possible to meet the instructional needs of a student via one (1) contracted agency, the school administrator shall identify the roles of all parties. If there are paraprofessionals from multiple agencies, the BISS professional shall be responsible for communicating with each paraprofessional's supervisors to ensure clear communication and coordination between this service and the services of the paraprofessional if they are working for different or multiple contracted agencies.

If the BISS professional has concerns over the directions given by the classroom teacher, the BISS professional shall inform his/her supervisor, who shall first bring the matter to the attention of the school administrator. Should the matter be unresolved at the school level, the BISS supervisor shall contact the appropriate DOE DES for assistance in resolving the issues. If the issue still cannot be resolved, it shall be taken to the Complex Area Superintendent (hereinafter "CAS") who shall have the final decision making authority.

BISS should be provided during the school day. However, some service activities may require interventions that occur beyond the typical school hours. All activities conducted by the BISS professional during these times shall provide for the repetition and generalization of skills learned in the classroom and should be delivered in an age

appropriate setting with age appropriate activities. The setting shall be determined by the STATE. It is expected that the BISS professional shall deliver the services as determined by the STATE.

The BISS professional must have the ability to deliver services in various environments, such as schools, private homes, community, homeless shelters, and street locations. However, services should be delivered at a site identified by the STATE as best suited to address the student's IEP/MP goals and objectives.

The STATE has the final determination of the location of the delivery of service. For all services provided in a private home, a parent, guardian, or caregiver (who must be at least eighteen (18) years of age) must be present for the duration of the session. Any other contracted service professional or paraprofessional shall not be considered a parent, guardian, or caregiver.

Any missed sessions by the BISS professional shall be reported verbally to the school administrator or designee before the session is missed. If prior notice is not possible, then notice must be given within twenty-four (24) hours of the missed session. In either event, the PROVIDER shall complete a Sentinel Event/Incident Notification Form within the timeframe as stated above and immediately submit it to the appropriate DOE DES.

BISS shall not include the transportation of the student. Transportation to and from required service activities is the responsibility of the STATE. The STATE shall not pay nor reimburse for transportation costs or mileage.

BISS shall include all of the following activities:

A. Developing and Evaluating a monthly SSP

1. The BISS professional shall develop and draft a monthly SSP based on the student's IEP/MP goals and objectives. The monthly SSP shall detail the skills to be reinforced, the behavioral/instructional strategies to be used across domains, and the data management strategy to be implemented by the STATE or contracted service paraprofessional on a daily basis. The monthly SSP shall also detail how skills taught by the STATE shall be reinforced and generalized. The SSP shall be completed and submitted to the classroom teacher within two (2) weeks of procurement.
2. The development of a monthly SSP involves the designing and implementation strategies for specific student interventions which may include but are not limited to the following:
  - a. Applied Behavioral Analysis intervention;
  - b. Structured Teaching techniques;
  - c. Physical modifications/changes to the classroom set-up or organization; **and**
  - d. Visual schedules or other supports.
3. The monthly SSP shall also include an appropriate transition plan for any anticipated change in services or intensity.

4. The BISS professional shall communicate the written monthly SSP with all members of the student's instructional team, especially for paraprofessionals who are delivering services outside of the school day. The monthly SSP shall be implemented by the STATE or a contracted service paraprofessional, if one is procured.
5. The BISS professional shall also be required to monitor the effectiveness of the monthly SSP. This monitoring shall include but is not limited to consultation with the classroom teacher, meeting with appropriate school personnel to discuss specific issues/interventions related to student performance, or to make/making adjustments to the monthly SSP.

B. Leading and Directing a Paraprofessional(s)

1. If requested by the STATE, the BISS professional may be required to assist with providing direct instruction and training of STATE or contracted service paraprofessional(s) in the implementation of the monthly SSP. BISS professionals may be required to lead and direct in an individual or a group setting. It is expected that the BISS professional shall observe the paraprofessional(s) while he/she/they is/are implementing the SSP no less than one (1) hour a month.
2. After consulting with the classroom teacher, the BISS professional shall meet with the STATE and/or contracted paraprofessional(s) no less than once a month to conduct a student specific case review.
3. The BISS professional shall ensure that required student data is collected by the STATE and/or contracted paraprofessional. The BISS professional shall also review, aggregate, and analyze the data on the student's progress once a month or more frequently if requested by the STATE. The BISS professional shall discuss with the classroom teacher the student's progress or lack thereof, and provide suggestions on how to revise the monthly SSP to promote progress towards meeting the student's IEP/MP goals and objectives. Progress towards the targeted IEP/MP goals and objectives are expected to result in the student's ability to function in a less restrictive environment with more natural supports.
4. If the BISS professional is required to lead and direct paraprofessionals working with a group of students, the BISS professional shall develop a service plan that shall identify how the group activities shall address each student's individual IEP/MP goals and objectives. For example: *On Tuesday, students will play a board game and make popcorn. Students A and B will work on turn taking. Students C and D will work on initiating peer interactions. "Would you like some popcorn?" "Your turn" "My turn" etc.*
5. Ensure that data shall be kept by the paraprofessional on each goal and objective worked on during a particular day, for each student.
6. Activities shall be appropriate to the student's age and developmental level.

**Referral Criteria:**

The STATE has determined that the it does not have the capacity to lead and direct the activities of a paraprofessional working with a student.

**Authorization (Billable Hours):**

Prior procurement by the STATE is required for this service.

The procured unit rate reflects the time required for the following activities:

1. Developing and evaluating a monthly SSP; and
2. Leading and directing paraprofessionals.

The following activities are not considered a billable event:

1. Unauthorized hours, hours outside of the IEP/MP designated hours, or retroactive hours;
2. Any team/student meeting in which the STATE is not present;
3. Any team meeting that the STATE does not request or does not require the attendance of the BISS professional;
4. Any activity that is not educationally related and does not specifically address targeted IEP/MP goals and objectives;
5. Consultation about or leading and directing paraprofessional in any methodology that is not evidence based or developmentally appropriate;
6. Corrections of reports or documents that the STATE has identified as inadequate;
7. Documentation or any service activity that is already an included cost of the service; and
8. Specific skill building for the paraprofessional, such as exposure to specific methodology needed to support a student. This is part of the training responsibilities that must be completed prior to the paraprofessional being assigned to work with a student.

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 any required documentation shall be constructive proof that the services did not occur and the amount billed shall be subject to refund.

Maximum Billable: As stated 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:**

BISS must be of a time-limited basis and based on evidence based instructional interventions conducive to success in meeting identified IEP/MP goals and objectives and the Hawaii Content and Performance Standards III. In addition, the service should be aligned to and follow the identified IEP/MP goals/objectives as evidenced by collected data.

**Completion of Service:**

BISS is complete when the following are complete:

1. The student has met the objectives identified at the initiation of the service; or
2. The student has reached mastery level on their IEP/MP goals and objectives identified for this service; or
3. The student has not made measurable gains for one (1) or more quarters; or
4. The student's IEP/MP team determines that the provision of the service being provided by the PROVIDER is no longer needed; or
5. The STATE determines the services of the PROVIDER are no longer necessary.

**Staffing Requirements:**

It is a requirement that BISS professionals understand how to support differentiated curricula adapted to the social, communicative, and behavioral needs of students. At a minimum, a BISS professional should have knowledge of, and experience, using evidence based instructional interventions including but not limited to Applied Behavioral Analysis principles, discrete trial teaching, functional visual communication systems, structured teaching approaches and typical child development. Any additional training or consultative support needed by a BISS professional to support an individual student shall be the responsibility of his/her agency's supervisory and training infrastructure and shall be provided by the agency as an included cost of the service and provided prior to the BISS professional beginning work activities.

At a minimum, a BISS professional must have:

A Bachelor's degree in special education, speech and language pathology, psychology, or social work and five (5) years direct experience working with a variety of students who are exhibiting severe social, communication, and behavioral deficits;

OR

A Master's degree in special education, speech and language pathology, psychology, or social work and three (3) years of direct experience working with a variety of students who are exhibiting severe social, communication, and behavioral deficits;

OR

A Doctorate in Education or Psychology (PhD or PsyD), or a Doctorate degree in special education, speech and language pathology, psychology, psychiatry, and/or social work and two (2) years direct experience working with a variety of students who are exhibiting severe social, communication, and behavioral deficits;

OR

A Licensed Mental Health Counselor in the State of Hawaii, as of 2005, having at least three (3) years of direct experience working with a variety of students who are exhibiting severe social, communication, and behavioral deficits;

OR

A Bachelor's, Master's or Doctorate degree and be a Board Certified Behavioral Analyst having at least three (3) years of direct experience working with a variety of students who are exhibiting severe social, communication, and behavioral deficits.

### **Documentation:**

#### **A Written Monthly Student Service Plan**

After collaboration and consultation with the classroom teacher, BISS professionals shall develop a written monthly SSP that details how the skills taught by the STATE shall be reinforced and generalized, what instructional strategies shall be utilized across domains, and the data management strategy to be implemented on a day-to-day basis. The monthly SSPs shall follow the IEP/MP goals and objectives as identified by the STATE, as targets for the provision of service. The initial plan should be completed within two (2) weeks of procurement of the service in collaboration with the classroom teacher, and a copy given to the classroom teacher.

#### **Progress Notes**

Documentation in the form of daily progress notes shall occur for every billable event and be submitted to the PROVIDER within twenty-four (24) hours after the event. The narrative should detail the goals worked on for the day, the topics discussed, and the outcome of the billable event. Progress notes for both in-school and out-of-school services are required. The PROVIDER shall submit copies of the progress notes to the STATE at least two (2) weeks prior to the end of every school quarter. In addition, the PROVIDER shall submit copies of the progress notes to the STATE within forty-eight (48) hours of written notice of a request for the notes. Absence of the progress note shall be constructive proof that the event did not occur and the amount billed shall be subject to refund.

## **V. PARENT EDUCATION/PARENT TRAINING**

### **Service Description:**

The purpose of Parent Education/Parent Training is to educate parents or legal guardians (with whom the student resides) in understanding the special needs of their student who is exhibiting a combination of severe social, communication, and behavioral deficits and to

help parents acquire and practice the skills that shall allow them to support their student's educational progress.

**Service Operations:**

Parent Education/Parent Training shall include all of the following:

1. The Parent Educator/Trainer shall develop a Parent Education Service Plan and/or Parent Training Service Plan that includes topics of instruction that shall address the training needs of the parent as identified by the IEP/MP team. The education and/or training service plan shall be completed and submitted to the classroom teacher within one (1) week of procurement.
2. The Parent Educator/Trainer shall contact the parent to initiate services after discussion with the STATE on the topics and/or areas to be covered. Parent education and training may be delayed as an accommodation to the parent's schedule. It may be made available to parents within the typical work day as well as in the evenings or on the weekends. However, the Parent Educator/Trainer shall provide the service in accordance with the time and frequency as identified in the IEP/MP. Services may be delivered at the student's school, private home, or community location.
3. The Parent Educator/Trainer shall also be required to monitor the effectiveness of the training or education plan. This monitoring shall include but is not limited to consultation with the classroom teacher, meeting with parent(s) or legal guardian(s) to discuss specific issues/interventions related to their progress, or to make adjustments to the training or education plan. A Parent Education or Parent Training report shall be completed and submitted every month to the IEP/MP care coordinator. Non-submittal of the monthly report and measurable outcome data shall be constructive proof that the event did not occur and any payments made shall be subject to refund.
4. The Parent Educator/Trainer shall not specify a particular service, program, provider, or eligibility status. All recommendations shall be supported by evidence based research. Failure to adhere to this requirement shall result in the removal of the Parent Educator/Trainer by the STATE.

**Referral Criteria:**

The STATE has determined that it does not have the personnel available to provide Parent Education/Parent Training AND:

1. Parents/Legal Guardians need educating in the understanding of the special needs of their student; and/or
2. Parents/Legal Guardians need help in the acquisition and practice in the skills that shall allow them to support their student's educational progress.

The Parents'/Legal Guardian's inability to acquire the skills/knowledge or their lack of participation shall result in the IEP/MP team revisiting the need for this service.

**Authorization (Billable Hours):**

A billable event consists of face-to-face contact with Parents/Legal Guardians who are the recipients of the 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 any required documentation shall be constructive proof that the services did not occur and the amount billed shall be subject to refund.

Maximum Billable: As stated 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 Education/Parent Training services must be of a time-limited basis and based on evidence based instructional interventions. In addition, this service shall adhere to the parent training plan and result in progress as evidenced by collected data.

**Completion of Service:**

Parent Education/Parent Training is complete when the following are complete:

1. The IEP/MP team determines that the provision of this service being provided by the Parent Educator/Trainer is no longer needed;
2. Parent Education and/or Parent Training service plans have been implemented and completed; or
3. The STATE determines the services of the PROVIDER are no longer necessary.

**Staffing Requirements:**

At a minimum, a Parent Educator/Trainer must have:

A Bachelor's degree in special education, speech and language pathology, psychology, or social work and five (5) years direct experience working with a variety of students who are exhibiting severe social, communication, and behavioral deficits;

OR

A Master's degree in special education, speech and language pathology, psychology, or social work and three (3) years of direct experience working with

a variety of students who are exhibiting severe social, communication, and behavioral deficits;

OR

A Doctorate in Education or Psychology (PhD or PsyD), or a Doctorate degree in special education, speech and language pathology, psychology, psychiatry, and/or social work and two (2) years direct experience working with a variety of students who are exhibiting severe social, communication, and behavioral deficits;

OR

A Licensed Mental Health Counselor in the State of Hawaii, as of 2005, having at least three (3) years of direct experience working with a variety of students who are exhibiting severe social, communication, and behavioral deficits;

OR

A Bachelor's, Master's or Doctorate degree and be a Board Certified Behavioral Analyst having at least three (3) years of direct experience working with a variety of students who are exhibiting severe social, communication, and behavioral deficits.

#### **Documentation:**

1. Prior to initial service contact, the Parent Educator/Trainer should have written information provided by STATE personnel in regards to which specific concept/skills a Parent/Legal Guardian is to receive training on.
2. The Parent Education Service Plan and/or Parent Training Service Plan must include specific concepts/skills in which training is being provided and data shall be kept on the Parents/Legal Guardians' progress or lack of progress in acquiring the specific concepts/skills identified.
3. A Parent Education Monthly Report and/or Parent Training Monthly Report, including supporting data, shall be provided to the IEP/MP care coordinator on a monthly basis. The Parent Educator/Trainer shall be responsible for providing measurable outcome data to assess the effectiveness of this service. Absence of the training report and data shall be constructive proof that the event did not occur and the amount billed subject to refund.

## **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 the 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 the Service Verification Form, is completed.

**Staffing Requirements:**

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

**Documentation:**

Progress note shall be placed within the student's agency record, with a copy sent to the IEP/MP care coordinator, within twenty-four (24) hours of the date of service. Hard copy shall 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 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 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.