

SCOPE OF SERVICES

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

a. Personnel Requirements

i. Supervision Requirements

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

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

ii. Credentialing Requirements

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

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

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

iii. Criminal History Record Check Requirements

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

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

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

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

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

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

iv. TB Clearance Requirements

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

b. Administrative Requirements

i. Medicaid Requirements

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

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

ii. Confidentiality Requirements

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

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

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

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

iii. Sentinel Event/Incident Notification Reports

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

iv. Use of Restraint Policy

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

c. Quality Assurance and Evaluation Specifications

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

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

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

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

d. Output and Performance/Outcome Measurements

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

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

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

e. Reporting Requirements for Program Data

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

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

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

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

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

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

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

I. GENERAL REQUIREMENTS

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

- Provide 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 the 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.
- 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 the 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 from the request.

III. SUPERVISION REQUIREMENTS

Individual(s) with any of these qualifications can provide supervision to paraprofessionals 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;

OR

A Bachelor's degree in special education, speech and language pathology, psychology, or social work and five (5) years of experience in behavioral/instructional approaches for the target population.

It is expected that paraprofessionals shall receive, no less than two (2) hours per month of supervision. One (1) hour shall consist of individual supervision and one

(1) hour shall consist of group supervision. Supervision must be documented with the supervisor's name, the date, time(s), and topic(s) discussed. Documentation shall be placed in their personnel files.

IV. PARAPROFESSIONAL SUPPORT SERVICES

Service Description:

Paraprofessional Support Services must be time-limited and include evidence based instructional interventions that shall enable the student to meet identified IEP/MP goals and objectives and the Hawaii Content and Performance Standards III.

Paraprofessional Support Services include working with individual students or a group of students under the direction of a classroom teacher or a contracted service professional to: (1) implement the student's service plan(s); (2) implement the student's behavioral support plan(s), if applicable; (3) collect data on a daily basis on specific IEP/MP goals and objectives for the student(s); and (4) provide assistance to the classroom teacher on implementation of classroom routines.

Service Operations:

Paraprofessional Support Services shall be delivered in a one-to-one or group instructional format as deemed appropriate by STATE personnel. The utilization of Paraprofessional Support Services should be considered an intensive intervention. Due to the restrictiveness of this educational arrangement, it should be considered only when the student(s) has demonstrated severe social, communication, and behavioral deficits across multiple settings.

The classroom teacher or a contracted service professional shall monitor the student's reliance upon the paraprofessional providing the service and ensure that the student has not developed undue dependence on adults. The ultimate goal of Paraprofessional Support Services is to develop the student's ability to function in a less restrictive environment with more natural supports.

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 paraprofessional shall work collaboratively with the classroom teacher or contracted service professional (if applicable) and all other members of a student's educational team. The paraprofessional shall take direction from the classroom teacher, in concert with the input from the contracted service professional, if one is procured. The classroom teacher is the final authority on how the paraprofessional shall implement services to the student. However, if the paraprofessional and classroom teacher have issues that cannot be resolved, the paraprofessional 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 paraprofessional's 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.

The paraprofessional shall work with the student(s) to address IEP/MP goals and objectives as identified by the SSP. To appropriately measure the student's progress towards the IEP/MP goals and objectives, the paraprofessional shall collect systematic data. This data shall be collected daily on the goals and objectives worked on for that day and provided on a weekly basis, or as arranged, to the classroom teacher or the contracted service professional, if one is procured.

Paraprofessional Support Services should be provided during the school day. However, some students may require interventions that occur beyond typical school hours. The paraprofessional must provide repetition and generalization of skills learned in the classroom and services 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 paraprofessional shall deliver the services as determined by the STATE.

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

If the student is absent from school, hours shall not be made up, including hours beyond the typical school day. If the paraprofessional misses a session, the PROVIDER shall be responsible for providing replacement staff for absences or vacations of the assigned paraprofessional. It is expected that a pool of substitutes shall be maintained to ensure continuity of service delivery. Failure to provide a replacement or substitute, either on a temporary or permanent basis, shall be documented and may impact future contract awards. The STATE has the final determination if a missed session is to be made up by the PROVIDER.

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

Authorization (Billable Hours):

A billable event shall be face-to-face contact with the student(s) receiving services. Documentation of services provided and student progress should be considered as an included cost of this service and is factored into the unit rate. Phone contact should not be considered a billable event. No additional time may be billed for corrections

required by the STATE or the PROVIDER, and corrected data must be submitted within the timeframe specified by the STATE.

All maximum hours billable in the above activities shall be per the student's 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:

Paraprofessional Support Services 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. The need for contracted Paraprofessional Support Services shall be determined by the STATE.

Completion of Service:

Paraprofessional Support Services are 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 determined 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:

1. At a minimum, a paraprofessional must have a two-year degree from an accredited university or institution of higher learning or meet No Child Left Behind (hereinafter "NCLB") requirements. NCLB requirements are:
 - a. Option 1 – Forty-eight (48) credits when pursuing a Bachelor's Degree or higher
 - Credits must be 100 level or higher in any subject area.
 - If earned after June 30, 2003, credits must include three (3) credits in Math and three (3) credits in English.
 - Must be earned from a regionally accredited institution.
 - Agencies must have all transcripts on file.

- b. Option 2 – Associate’s, Bachelor’s, or Master’s Degree
 - Degree must be earned with 100 level or higher courses.
 - For employees who earned a degree prior to January 8, 2002, the degree may include less than 100 level courses.
 - Must be earned from a regionally accredited institution.
 - Agencies must have all transcripts on file.
 - c. Option 3 - Passing score on the ParaPro Assessment
 - A certificate with a minimum score of 459 on the ParaPro Assessment provided by Educational Testing Service.
2. Any additional training should be available from the PROVIDER’s supervisory and training infrastructure.

Documentation:

Paraprofessional Support Services documentation shall include:

1. Collecting of daily data on each IEP/MP goal and objective for which the paraprofessional is responsible for implementing on that day. This data must relate to the directions set forth in the SSP.
2. Giving the data, on a daily or weekly basis or as otherwise arranged, to the classroom teacher or contracted service professional, if one is procured. In the event that the Paraprofessional Support Services personnel only provides services after school and/or on weekends, the paraprofessional must give the data to the Behavioral Instructional Support Services (hereinafter “BISS”) personnel who is responsible for getting the data to the classroom teacher on a weekly basis.
3. Completing and maintaining the Service Verification Form on a daily basis or as applicable to the hours the Paraprofessional Support Services personnel works.

V. 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 Functional Behavioral Assessment (hereinafter “FBA”) or Behavioral Support Plan (hereinafter “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 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 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.

VI. 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 = 1hour)

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.