

## SCOPE OF SERVICES

1. The PROVIDER shall provide Intensive Learning Center (hereinafter “ILC”) 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: at least three (3) years of age through twelve (12) years of age 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; **and**

d. The student by the nature and severity of his/her disability requires unique and intensive educational programming; **and**

e. The student is identified by his/her IEP/MP team as requiring highly specialized educational placement beyond those available.

2. Specifically, the PROVIDER shall provide Intensive Learning Center 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. The areas of expected compliance include but are not limited to:

- Provision of licensed staff and credentialed staff;
- Following of the student's IEP/MP;
- Delivery of evidence based educational programming;
- Systematic data collection; and
- Analysis of data of evidence of program adjustments based on data.

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;
- IEP/MP quarterly 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. EDUCATIONAL REQUIREMENTS**

The PROVIDER shall provide a structured educational placement with integrated educational and behavioral services for students exhibiting severe social, emotional, or behavioral deficits that precludes free and appropriate public education (hereinafter “FAPE”) in a lesser restrictive environment and places them at risk for more restrictive placements. The program shall be a twelve (12) month program lasting at least six (6) hours per day, five (5) days a week, excluding observed DOE, State, and Federal holidays. Educational components shall be broad enough to meet each student’s unique educational needs according to the IEP/MP goals/objectives and shall include the following:

- Specialized educational programming to address deficits in reading fluency and comprehension;
- Specially designed standards-based instruction to address the student’s academic needs;
- Related services as required in student’s IEP/MP;
- Functional Behavioral Assessment/Behavioral Support Plan (hereinafter “FBA/BSP”) reviewed at least quarterly;
- Evidence based individual/group interventions;
- Parent counseling/training;
- Coordination, consultation, and referral/provision of medication management, if needed;
- Long-term and discharge transition planning;
- Interpretive services, if needed;
- Participation in internal reviews or service testing;
- All curriculum and instructional materials and equipment, such as desks, computers, and classroom supplies needed to implement the student’s IEP/MP;
- Provide lunches and snacks that follow federally accepted nutritional guidelines; and
- Transportation to and from the ILC site may be provided by the program, however, mid-day transportation needs must be provided by the program.

The intensity of the educational program in this setting must be sufficient to meet the student’s needs without an extension of the school day, however, services must be available to accommodate any student with a need for extended school day/year programming should the IEP/MP team deem it necessary.

## II. 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 when student is entering or exiting the program. 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.
- Review student's written BSP, in collaboration with the student, family, and school prior to initiating such services as may be specified in the IEP/MP. The service plan should include the student's IEP/MP goals/objectives, and all School Based Behavioral Health (hereinafter "SBBH") related sections of the BSP. In addition to the BSP, 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 the written SBBH Quarterly Progress Reports to the home school, utilizing the prescribed DOE format. 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. 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. The SBBH Quarterly Progress Report shall be subject to the use of the STATE's eCSSS, or another designated reporting system specified by the STATE. In the event eCSSS (or other designated 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.
- 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 5<sup>th</sup> 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 5<sup>th</sup> day falls on a weekend or holiday, data input shall be 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 report format. In the event a paper system is utilized, the same timelines for reports shall apply.
- Tracking of outcome measures shall, at a minimum, include quarterly completion of the Behavioral Assessment System for Children, 2<sup>nd</sup> Edition (hereinafter “BASC-2”) Student Observation System (hereinafter “SOS”) in the setting of difficulty. Data shall be incorporated into the SBBH Quarterly Progress Report.
  - If a student that has been referred to the program without baseline BASC-2 data, the program must complete a full battery of BASC-2 rating scales to establish a baseline.
  - 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.
  - Sign in at the school office when entering a school campus, and sign out when leaving a school campus.
  - Wear appropriate identification when visiting a school campus.
  - Maintain appropriate levels of contact (as specified per service) with 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, emotional, or behavioral deficits.
  - Participate in due process proceedings at the request of the STATE.
  - Participate in the Internal Monitoring process at the request of the STATE.
  - Participate in IEP/MP meetings, at the request of the STATE, once placement has been made.
  - Participate in student specific meetings. Student specific meetings are meetings such as peer review, interagency team meetings, BSP/Crisis meetings and are 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.

### **III. 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 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 emotional, 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.

#### **IV. WORK ACTIVITIES**

All programs must adhere to the specific service requirements as detailed below.

For the program site that serves the three through twelve (3-12) student population, the STATE envisions one (1) location with enough space to accommodate, at a minimum, three to four (3-4) classrooms preferably in at least two (2) separate structures. It is expected that under no circumstances should students under the age of nine (9) be grouped with older students for classroom instruction or unsupervised activities. The site must be sufficiently large enough to accommodate open but separate play areas so that the younger population does not come into contact with the older students unless it is for a planned and supervised activity. There must also be sufficient play space, both indoor and outdoor, for the younger population.

**A. REFERRAL AND INTERVENTION PLANNING**

1. Program staff shall be available to meet with school teams for consultation and information sharing.
2. Programs shall accept all students identified by IEP/MP teams as meeting entrance requirements, with a no-rejection policy. The IEP/MP team shall make any change in program and/or placement.
3. For Section 504 students, placement in the program should be a temporary, time-limited intervention, with the goal of providing FAPE on a regular school campus, to allow appropriate access to the general education learning environment. Any placement decisions should be supported by a plan to transition the student back to a general education setting as soon as is appropriate.
4. Program staff shall collaborate with the STATE to develop an appropriate transition plan for entry/exit into the program no longer than one (1) week after placement determination is made. At the same time, baseline data shall be reviewed and exit criteria determining student transition back to a less restrictive environment shall be quantified.
5. All referral materials, including FBAs and IEP/MP BSPs shall be reviewed with all staff expected to be involved in instruction or service provision.
6. Following student absences of three (3) consecutive days, the program shall contact the student's family and document the reason for non-attendance. The program shall contact student's home school to supply dates of absences and reasons. Prior to the 11<sup>th</sup> day that the student shall be absent (cumulative per school year), the program shall notify the student's home school, and the school administrator shall determine if an IEP/MP meeting to review educational placement is needed.
7. When disciplining or suspending a student, program staff shall follow Chapter 19 and Chapter 56 guidelines and report each occurrence to the respective school administrator and appropriate DES within twenty-four (24) hours. Specifically, the program must be aware of each student's cumulative suspension record and follow the manifestation determinations requirements of IDEIA-2004 and HAR Chapter 56. If the program is contemplating the removal or suspension of any student, who has ten (10) days or less cumulative suspensions, as a disciplinary measure, the student's parent, school administrator, and the appropriate DOE DES must be notified, if possible, of the removal or suspension of the student. For a student with more than ten (10) cumulative days of suspensions for the school year, a manifestation determination must be held PRIOR to any suspension.

**B. PROGRAM CONTENTS SHALL BE DESIGNED TO ADDRESS IEP/MP GOALS AND OBJECTIVES AS WELL AS SPECIFIC REFERRAL CONCERNS**

1. Academic Instruction
  - a. The program shall implement the student's IEP/MP.
  - b. The program shall provide specialized instruction in all academic areas appropriate to the student's age and developmental level.
  - c. The program shall provide all educational information to the home school upon student's return so that all credits can be issued if applicable.
  - d. Statewide assessments shall be administered by STATE personnel at the ILC site within the testing window period, for each student in a benchmark year.
  - e. A standardized annual reading comprehension assessment shall be completed by STATE personnel at the ILC site at least ninety (90) days prior to each student's annual IEP/MP due date.
  - f. Educational services shall be consistent with the Hawaii Content and Performance Standards III relevant to the Approved Course Code Number (hereinafter "ACCN") credit desired. Documentation of the number of hours of instruction by course shall be available to the appropriate DOE school upon transition planning, to assist in granting of academic credit to and the proper placement of the student.
  - g. The program shall hire and supervise educational staff, including certified special education teachers, related service personnel, and paraprofessional staff.
2. Positive Behavioral Support
  - a. Establish a classroom climate of "positive behavioral support," so that students achieve clearly delineated behavioral goals and objectives. The support program shall be based upon a FBA including all behaviors necessitating an intervention of this restrictive nature, resulting in a BSP.
  - b. The following forms of discipline are prohibited:
    - 1.) Degrading punishment;
    - 2.) Corporal or other physical punishment;
    - 3.) Forced physical exercise solely for the purpose of eliminating behavior rather than for instructive or athletic value;
    - 4.) Punitive work assignments;
    - 5.) Group punishment for individual behavior;
    - 6.) Medication for the purpose of punishment;
    - 7.) Extended isolation of the student;
    - 8.) Deprivation of student rights or needs;
    - 9.) Painful aversive stimuli;
    - 10.) Use of seclusion or mechanical restraints;

- 11.) Use of any locked facilities;
  - 12.) Administration of noxious substances;
  - 13.) Any other action that jeopardizes the health or welfare of the student; or
  - 14.) Discipline that is inconsistent with the student's IEP/MP goals and objectives, BSP, or service plan.
3. Medication and Medical Emergencies
- a. The ILC must be prepared to deal effectively with injuries, accidents, illnesses, and other medical and behavioral crises, as follows:
    - 1.) Procedures for handling such situations have been developed in consultation with a health professional to protect the students;
    - 2.) Coordinate the referral/provision of medication management;
    - 3.) Personnel involved in direct care are trained in basic first aid and retrained at least every three (3) years or according to the requirements of RED CROSS certification;
    - 4.) Personnel receive training in the identification of abuse and neglect and in mandated reporting requirements;
    - 5.) One (1) staff member on duty is trained and currently certified in cardio-pulmonary resuscitation;
    - 6.) Telephone, first aid supplies and manuals are readily available;
    - 7.) Individual case records contain the names of family physician, clinic or hospital used in emergencies, and written authorization from the parent/legal guardian for emergency care; and
    - 8.) Individual student records, including crisis management plans, are reviewed with all staff that interacts with applicable students.
  - b. Establish emergency procedures and has either a licensed physician available on-call during its hours of operation or has formal arrangements for emergency services with a nearby primary health care facility.
  - c. Promptly report any serious accident, emergency, or dangerous situation to the respective School Administrator and the appropriate 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. School staff shall follow all mandated reporting of instances of suspected abuse. All reports shall be sent to the respective school administrator and to the appropriate DES.
  - d. The ILC assists student taking medications and establishes controls governing proper assistance and storage, which include all of the following:

- 1.) Locked storage with supervision and access by only those staff trained and authorized;
  - 2.) Proper labeling, with name of student, dosage, name of medication, and name of prescribing physician;
  - 3.) Destruction of out-of-date medication; and
  - 4.) Proper disposal of unused medication, syringes, and medical waste.
- e. Provides for a safe physical environment.
4. Interventions
- a. Evidence based interventions shall be the primary mode of service delivery used to address student specific needs.
  - b. If non-traditional interventions are used, a process to determine the appropriateness and effectiveness must be documented and available to school IEP/MP teams.
  - c. Substance abuse treatment by appropriately credentialed staff shall be available to students requiring such an intervention.
  - d. The PROVIDER shall provide any and all IDEIA-2004 required related services, including but not limited to occupational therapy, physical therapy, speech therapy, and transportation except to and from the program. In the event of a missed session of any IDEIA-2004 required related service, please refer to the Procedures on Documenting Provision of Related Services document. Should the PROVIDER not be able to provide related services staff, the PROVIDER must contact the student's home school within twenty-four (24) hours, notify the school administrator in writing, and follow all other procedures as specified in the Procedures on Documenting Provision of Related Services document referenced above. To avoid a gap in service, the STATE may send its personnel to provide the service. The PROVIDER shall reimburse the STATE for the cost of services provided. The rate of reimbursement shall be based on the hourly rate for the professional services for that discipline.
5. Transitions/Exit
- Transitions shall occur in accordance with the following steps:
- a. The IEP/MP team has met, reviewed student progress, and determined that the exit criteria are met.
  - b. The IEP/MP team reviewed the IEP/MP and revised it as needed.
  - c. The IEP/MP team determined that placement should change.
  - d. ILC staff and STATE personnel collaboratively developed a transition plan to support the student's success in the less restrictive environment.
  - e. **There shall be no exit without an IEP/MP change of placement decision.**

**C. STAFFING REQUIREMENTS**

1. Qualified multidisciplinary staffing is available to address all educational, social, behavioral, and communication needs of the students.
2. The teacher is licensed in Special Education. At a minimum, the teacher should have knowledge and/or experience in educating students who exhibit severe social, emotional, and behavioral deficits.
3. Licensed related service providers in areas to include (but not limited to): Speech Language Pathologist, Occupational Therapists, and others as identified in the IEP/MP.
4. Staff assigned to work with students ages 3-5 years must have training/background in early childhood development.
5. All paraprofessional staff must meet No Child Left Behind (hereinafter “NCLB”) requirements.
  - 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 Degree, Bachelor’s Degree, 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.
6. Adequate staff to student ratio is provided at all times to ensure safety for all activities and takes into consideration student needs and characteristics. This is the total responsibility of the ILC program. The STATE shall not provide additional staff to cover provider shortfalls.

	<b>For 20 Slots</b>
<b>SPED Teachers</b>	3
<b>Behavioral Specialists</b>	3
<b>Educational Assistants</b>	5
<b>Licensed Qualified Mental Health Professional</b>	1
<b>Ancillary Services (OT/PT/SLP/CSAC Counselors)</b>	As Required

7. Staff is available to ensure student safety for early arriving or late departing students.

8. To ensure appropriate family involvement, the PROVIDER is responsible for locating and providing interpreters for families whose limited English proficiency or mode of communication would inhibit their ability to meaningfully participate in the student's education.

**D. MONITORING STUDENT PROGRESS CRITERIA**

1. ILC staff shall schedule and complete monthly meetings for each student to review the student's status. Special School staff shall be responsible for inviting no less than one (1) STATE personnel and student's parent, where appropriate, to each meeting. STATE personnel includes but is not limited to the student's IEP/MP care coordinator, SPED and/or regular education teacher(s), and school administrator. Costs accrued for these meetings are included as part of the program.
2. ILC staff shall collect daily data on each IEP/MP goal being addressed on that day. Licensed/Certified school staff shall aggregate and analyze the student's data and shall provide written progress reports to student's IEP/MP care coordinator two (2) weeks before the end of the quarter.
3. The ILC staff shall participate in a progress report meeting that shall include the parents and school representatives. The review shall address at least the following:
  - a. Specific level of student current functioning;
  - b. Review of data; and
  - c. Review of exit criteria.
4. All agencies must participate in contract monitoring, in no event less than annually. All documentation and all students' records must be made available upon request by the STATE or for audits scheduled by the STATE.