

State of Hawaii
Department of Education
Office of Curriculum, Instruction and Student Support
School Based Behavioral Health Services Section

Request for Proposals

RFP No. F11-122

Behavioral Health Intervention Services

(Statewide, Except Kauai District)

February 11, 2011

Note: If this Request for Proposals (“**RFP**”) was downloaded from the State Procurement Office (“**SPO**”) RFP Website each applicant must provide contact information to the RFP contact person for this RFP to be notified of any changes. For your convenience, you may download the RFP Interest form, complete and e-mail or mail to the RFP contact person. The State shall not be responsible for any missing addenda, attachments or other information regarding the RFP if a proposal is submitted from an incomplete RFP.

February 11, 2011

REQUEST FOR PROPOSALS

**BEHAVIORAL HEALTH INTERVENTION SERVICES
RFP No. F11-122**

The Department of Education (the “**DOE**” or the “**Department**”), School Based Behavioral Health Services Section (“**SBBHS**”) is requesting proposals from qualified providers to furnish behavioral health intervention services to eligible students. Services should combine educational, behavioral health and therapeutic approaches to provide time limited interventions designed to help students effectively access the general education curriculum. Multiple contracts may be awarded under this request for proposals (“**RFP**”). The contract term will be from July 1, 2011 to June 30, 2012.

Copies of this RFP may be obtained at the DOE Procurement and Contracts Branch, Waipahu Civic Center, 94-275 Mokuola Street, Room 200, Waipahu, Hawaii 96797 or downloaded from the SPO website: < <http://www2.hawaii.gov/spoh/rfps.htm> >.

Proposals must be mailed, postmarked by the United States Postal Service on or before March 14, 2011, and received no later than ten (10) days from the date of postmark. Hand delivered proposals must be received no later than 2:00 p.m. Hawaii Standard Time (“**HST**”) on March 14, 2011, at the drop-off site(s) designated on the Proposal Mail-in and Delivery Information Sheet. Proposals postmarked or hand delivered after the submittal deadline shall be considered late and rejected. There are no exceptions to this requirement.

Due to the substantial similarity to other RFPs for the same services issued by the DOE in the past, and potential applicants being already familiar with the requirements of the RFP, the orientation meeting is waived. However, interested applicants may submit questions in writing (fax or e-mail).

The deadline for submission of written questions is 2:00 p.m. HST, on February 18, 2011. All written questions will receive a written response from the DOE on or about February 23, 2011.

Inquiries should be directed to John Kagehiro, Procurement and Contracts Branch at 94-275 Mokuola Street, Room 200, Waipahu, Hawaii 96797, telephone: (808) 675-0130, email: John_Kagehiro@notes.k12.hi.us.

PROPOSAL MAIL-IN AND DELIVERY INFORMATION SHEET**NUMBER OF COPIES TO BE SUBMITTED:**

**ONE (1) ORIGINAL
AND
FOUR (4) COPIES**

ALL MAIL-INS SHALL BE POSTMARKED BY THE UNITED STATES POSTAL SERVICE (USPS) NO LATER THAN **March 14, 2011** and received by the state purchasing agency no later than **10 days from the postmark date.**

All Mail-ins**RFP COORDINATOR**

Department of Education	John Kagehiro, DOE Procurement Office
Procurement and Contracts Branch	For further info. or inquiries
Waipahu Civic Center	Phone: (808) 675-0130
94-275 Mokuola Street, Room 200, Waipahu, Hawaii 96797	(interest forms, written questions, etc.)

ALL HAND DELIVERIES SHALL BE ACCEPTED AT THE FOLLOWING SITES UNTIL **2:00 P.M., Hawaii Standard Time (HST), March 14, 2011.** Deliveries by private mail services such as FEDEX shall be considered hand deliveries. Hand deliveries shall not be accepted if received after 2:00 p.m., **March 14, 2011.**

Drop-off Site

Department of Education
Procurement and Contracts Branch
Waipahu Civic Center
94-275 Mokuola Street, Room 200
Waipahu, Hawai'i 96816

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Section 1

Administrative Overview

Section 1

Administrative Overview

Applicants are encouraged to read each section of the RFP thoroughly. While sections such as the administrative overview may appear similar among RFP's, state purchasing agencies may add additional information as applicable. It is the responsibility of the applicant to understand the requirements of *each* RFP.

Throughout the RFP, the term "applicant(s)" generally refers to entities submitting a proposal application for this RFP. However, this and like terms must be read in context because, if awarded a contract resulting from the RFP, the term "applicant(s)" may refer to actual contractor(s) or provider(s).

I. Procurement Timetable

Note that the procurement timetable represents the State's best estimated schedule. Contract start dates may be subject to the issuance of a notice to proceed.

<u>Activity</u>	<u>Scheduled</u> <u>Date</u>
Public notice announcing RFP	02/11/2011
Distribution of RFP	02/11/2011
RFP orientation session	waived
Closing date for submission of written questions for written responses	02/18/2011
State purchasing agency's response to applicants' written questions	02/23/2011
Discussions with applicant prior to proposal submittal deadline (optional)	-
Proposal submittal deadline	03/14/2011
Discussions with applicant after proposal submittal deadline (optional)	-
Final revised proposals (optional)	-
Proposal evaluation period	03/29/2011 to 04/18/2011
Provider selection	04/19/2011
Notice of statement of findings and decision	04/25/2011
Contract start date	07/01/2011

II. Website Reference

**The State Procurement Office (SPO) website is www.spo.hawaii.gov /-or-/
<http://hawaii.gov/spo/>**

For	Click
1 Procurement of Health and Human Services	“Health and Human Services, Chapter 103F, HRS...”
2 RFP website	“Health and Human Services, Ch. 103F...” and “RFP’s”
3 Hawaii Administrative Rules (“ HAR ”) for Procurement of Health and Human Services	“Statutes and Rules” and “Procurement of Health and Human Services”
4 Forms	“Health and Human Services, Ch. 103F...” and “For Private Providers” and “Forms”
5 Cost Principles	“Health and Human Services, Ch. 103F...” and “For Private Providers” and “Cost Principles”
6 Standard Contract -General Conditions	“Health and Human Services, Ch. 103F...” and “For Private Providers” and “Contract Template – General Conditions”
7 Protest Forms/Procedures	“Health and Human Services, Ch. 103F...” and “For Private Providers” and “Protests”

Non-SPO websites

(Please note: website addresses may change from time to time. If a link is not active, try the DOE of Hawaii website at www.hawaii.gov)

For	Go to
8 Tax Clearance Forms (Department of Taxation Website)	http://www.hawaii.gov/tax/ click “Forms”
9 Wages and Labor Law Compliance, Section 103-055, HRS, (Hawaii DOE Legislature website)	http://www.capitol.hawaii.gov/ click “Bill Status and Documents” and “Browse the HRS Section.”
10 Department of Commerce and Consumer Affairs, Business Registration	http://www.hawaii.gov/dcca click “Business Registration”
11 Campaign Spending Commission	http://www.hawaii.gov/campaign
12 SBBH Forms (DOE Website)	http://www.doe.k12.us/sbbh/ click “ Required Contract Documents”
13 Hawaii Compliance Express	http://vendors.ehawaii.gov/hce/splash/welcome.html

III. Authority

This RFP is issued under the provisions of the Hawaii Revised Statutes (“**HRS**”), Chapter 103F and its administrative rules. All prospective applicants are charged with presumptive knowledge of all requirements of the cited authorities. Submission of a valid executed proposal by any prospective applicant shall constitute admission of such knowledge on the part of such prospective applicant.

IV. RFP Organization

This RFP is organized into five sections:

Section 1, Administrative Overview: Provides applicants with an overview of the procurement process.

Section 2, Service Specifications: Provides applicants with a general description of the tasks to be performed, delineates applicant responsibilities, and defines deliverables (as applicable).

Section 3, Proposal Application Instructions: Describes the required format and content for the proposal application.

Section 4, Proposal Evaluation: Describes how proposals will be evaluated by the Department.

Section 5, Attachments: Provides applicants with information and forms necessary to complete the application.

V. Contracting Office

The Contracting Office is responsible for overseeing the contract(s) resulting from this RFP, including system operations, fiscal agent operations, and monitoring and assessing provider performance. The Contracting Office is:

Dr. Steven Shiraki, Administrator

641 18th Avenue, Bldg. V, Rm. 201

Honolulu, HI 96816

Phone (808) 735-6225 Fax (808) 733-9890

VI. Orientation

Due to the substantial similarity to other RFPs for the same services issued by the DOE in the past, and potential applicants being already familiar with the requirements of the RFP, the orientation meeting is waived. However, interested applicants may submit questions in writing (fax or e-mail).

VII. Submission of Questions

Applicants may submit questions to the RFP Contact Person identified in Section 2 of this RFP. All properly-submitted written questions will receive a written response from the state purchasing agency.

Deadline for submission of written questions:

Date: February 18, 2011 **Time:** 2:00 p.m. HST

State agency responses to applicant written questions will be provided by:

Date: February 23, 2011

VIII. Submission of Proposals

A. Forms/Formats - Forms, with the exception of program specific requirements, may be found on the State Procurement Office website (*see* page 1-2, Websites Reference.) Refer to the Proposal Application Checklist for the location of program specific forms.

- 1. Proposal Application Identification (Form SPO-H-200)** - Provides applicant proposal identification.
- 2. Proposal Application Checklist** – Provides applicants with information on where to obtain the required forms; information on program specific requirements; and which forms are required and the order in which all components should be assembled and submitted to the DOE.
- 3. Table of Contents** - A sample table of contents for proposals is located in Section 5, Attachments. This is a sample and simply meant as a guide. The table of contents may vary depending on the RFP.
- 4. Proposal Application (Form SPO-H-200A)** - Applicant shall submit comprehensive narratives that address all of the proposal requirements contained in Section 3 of this RFP the Proposal Application Instructions, including a cost proposal/budget if required. (Refer to Section 3 of this RFP.)

B. Program Specific Requirements - Additional program-specific requirements are included herein in Section 2, entitled, “Service Specifications.” and Section 3, entitled, “Proposal Application Instructions,” as applicable. If required, Federal and/or State certifications are listed on the Proposal Application Checklist located in Section 5.

C. Multiple or Alternate Proposals - Multiple or alternate proposals shall not be accepted unless specifically authorized in Section 2 of this RFP. If alternate proposals are not authorized and an applicant submits alternate proposals, then all of those proposals will be rejected unless one of them is clearly designated as the primary proposal. If there is such a designated primary proposal, then that proposal will be evaluated as if it were the only proposal submitted by the applicant.

D. Tax Clearance - Pursuant to HRS Section 103-53, as a prerequisite to entering into contracts of \$25,000 or more, providers shall be required to submit a tax clearance certificate issued by the Hawaii State Department of Taxation

(“**DOTAX**”) and the Internal Revenue Service (“**IRS**”). The certificate shall have an original green certified copy stamp and shall be valid for six (6) months from the most recent approval stamp date on the certificate. Tax clearance applications may be obtained from the Department of Taxation website. (Refer to this section’s part II. Website Reference).

E. Wages and Labor Law Compliance - If applicable, by submitting a proposal, the applicant certifies that the applicant is in compliance with HRS Section 103-55, Wages, hours, and working conditions of employees of contractors performing services. Refer to HRS Section 103-55, at the Hawaii State Legislature website. (See part II, Website Reference.)

- **Compliance with all Applicable State Business and Employment Laws** - All providers must comply with all laws governing entities doing business in the State. Prior to contracting, owners of all forms of business doing business in the State except sole proprietorships, charitable organizations, unincorporated associations and foreign insurance companies must be registered and in good standing with the Department of Commerce and Consumer Affairs (“**DCCA**”), Business Registration Division. Foreign insurance companies must register with DCCA, Insurance Division. More information is on the DCCA website. (*see* part II, Website Reference.)

F. Hawaii Compliance Express (“HCE”). Providers may register with HCE for online proof of DOTAX and IRS tax clearance, Department of Labor and Industrial Relations (DLIR) labor law compliance, and DCCA good standing compliance. There is a nominal annual fee for the service. The “Certificate of Vendor Compliance” issued online through HCE provides the registered provider’s current compliance status as of the issuance date, and is accepted for both contracting and final payment purposes. Refer to this section’s part II. Website Reference for HCE’s website address.

G. Campaign Contributions by State and County Contractors - Contractors are hereby notified of the applicability of HRS Section 11-205.5, which states that campaign contributions are prohibited from specified State or county government contractors during the term of the contract if the contractors are paid with funds appropriated by a legislative body. For more information, FAQs are available at the Campaign Spending Commission webpage. (See part II, Website Reference.)

H. Confidential Information – If an applicant believes any portion of a proposal contains information that should be withheld as confidential, the applicant shall request in writing nondisclosure of designated proprietary data to be confidential and provide justification to support their claim of confidentiality. Such data shall accompany the proposal, be clearly marked, and shall be readily separable from the proposal to facilitate eventual public inspection of the non-confidential sections of the proposal.

Note that price is not considered confidential and will not be withheld.

- I. Confidentiality of Personal Information** – Act 10 relating to personal information was enacted in the 2008 special legislative session. As a result, the Attorney General’s General Conditions of Form AG Form 103F, *Confidentiality of Personal Information*, has been amended to include Section 8 regarding protection of the use and disclosure of personal information administered by the agencies and given to third parties.
- J. Proposal Submittal** – All proposals shall be received by the DOE no later than the submittal deadline indicated on the attached Proposal Mail-in and Delivery Information Sheet. All mail-ins shall be postmarked by the United States Postal Service (“USPS”), and shall be deemed received on the postmark date, provided the proposal is actually received by the DOE within ten (10) days from the postmark date. Proposals shall be rejected when:
- Postmarked after the designated date; or
 - Postmarked by the designated date but not received within 10 days from the date of postmark; or
 - If hand delivered, received after the designated date and time.

The number of copies required is located on the Proposal Mail-In and Delivery Information Sheet. Deliveries by private mail services such as FEDEX shall be considered hand deliveries and shall be rejected if received after the submittal deadline. Dated USPS shipping labels are not considered postmarks.

Proposals must be mailed or delivered as prescribed above. Proposals submitted via facsimile, electronic media such as diskettes or CDs, or by other electronic means **will not** be accepted. The applicant bears the sole responsibility for any such improperly submitted proposal.

IX. Discussions with Applicants

- A. Prior to Submittal Deadline** - Discussions may be conducted with potential applicants to promote understanding of the purchasing agency’s requirements.
- B. After Proposal Submittal Deadline** - Discussions may be conducted with applicants whose proposals are determined to be reasonably susceptible of being selected for award, but proposals may be accepted without discussions, in accordance section 3-143-403, HAR.

X. Opening of Proposals

Upon receipt of a proposal by the DOE at a designated location, proposals, modifications to proposals, and withdrawals of proposals shall be date-stamped, and when possible, time-stamped. All documents so received shall be held in a secure

place by the state purchasing agency and not examined for evaluation purposes until the submittal deadline.

Procurement files shall be open to public inspection after a contract has been awarded and executed by all parties.

XI. Additional Materials and Documentation

Upon request from the DOE, each applicant shall submit any additional materials and documentation reasonably required by the DOE in its evaluation of the proposals.

XII. RFP Amendments

The State reserves the right to amend this RFP at any time prior to the closing date for the final revised proposals.

XIII. Final Revised Proposals

If requested, final revised proposals shall be submitted in the manner, and by the date and time specified by the DOE. If a final revised proposal is not submitted in a timely and proper manner, the previous submittal shall be construed as the applicant's best and final offer/proposal. *The applicant shall submit **only** the section(s) of the proposal that are amended, along with the Proposal Application Identification Form (SPO-H-200).* After final revised proposals are received, final evaluations will be conducted for an award.

XIV. Cancellation of Request for Proposals

The RFP may be canceled and any or all proposals may be rejected in whole or in part, when it is determined to be in the best interests of the State.

XV. Costs for Proposal Preparation

Any costs incurred by applicants in preparing or submitting a proposal are the applicants' sole responsibility.

XVI. Provider Participation in Planning

Provider participation in a state purchasing agency's efforts to plan for or to purchase health and human services prior to the state purchasing agency's release of a RFP, including the sharing of information on community needs, best practices, and providers' resources, shall not disqualify providers from submitting proposals if conducted in accordance with HAR Sections 3-142-202 and 3-142-203.

XVII. Rejection of Proposals

The State reserves the right to consider as acceptable only those proposals submitted in accordance with all requirements set forth in this RFP and which demonstrate an understanding of the problems involved and comply with the service specifications. Any proposal offering any other set of terms and conditions contradictory to those included in this RFP may be rejected without further notice.

A proposal may be automatically rejected for any one or more of the following reasons:

- (1) Failure to cooperate or deal in good faith. (Section 3-141-201, HAR)
- (2) Inadequate accounting system. (Section 3-141-202, HAR)
- (3) Late proposals. (Section 3-143-603, HAR)
- (4) Inadequate response to request for proposals. (Section 3-143-609, HAR)
- (5) Proposal not responsive. (Section 3-143-610(a)(1), HAR)
- (6) Applicant not responsible. (Section 3-143-610(a)(2), HAR)

XVIII. Notice of Award

A statement of findings and decision shall be provided to all applicants by mail upon completion of the evaluation of competitive purchase of service proposals.

Any agreement arising out of this solicitation is subject to the approval of the Department of the Attorney General as to form, and to all further approvals, including the approval of the Governor, required by statute, regulation, rule, order or other directive.

No work is to be undertaken by the awardee prior to the contract commencement date. The State of Hawaii is not liable for any costs incurred prior to the official starting date.

XIX. Protests

Any applicant may file a protest against the awarding of the contract. The Notice of Protest form, SPO-H-801, is available on the SPO website. (*See* paragraph II, Website Reference.) Only the following matters may be protested:

- (1) A state purchasing agency's failure to follow procedures established by Chapter 103F of the Hawaii Revised Statutes;
- (2) A state purchasing agency's failure to follow any rule established by Chapter 103F of the Hawaii Revised Statutes; and

- (3) A state purchasing agency's failure to follow any procedure, requirement, or evaluation criterion in a request for proposals issued by the state purchasing agency.

The Notice of Protest shall be postmarked by USPS or hand delivered to 1) the head of the state purchasing agency conducting the protested procurement and 2) the procurement officer who is conducting the procurement (as indicated below) within five working days of the postmark of the Notice of Findings and Decision sent to the protestor. Delivery services other than USPS shall be considered hand deliveries and considered submitted on the date of actual receipt by the state purchasing agency.

Head of State Purchasing Agency	Procurement Officer
Name: Andrell Beppu Aoki	Name: Dr. Steven Shiraki
Title: Director, Procurement and Contracts Branch	Title: Administrator, Comprehensive Student Support Services Section
Mailing Address: 94-275 Mokuola Street, Room 200 Waipahu, HI 96797	Mailing Address: 641 18 th Ave, Bldg. V, Room 201 Honolulu, HI 96816
Business Address: Same as above.	Business Address: Same as above.

XX. Availability of Funds

The award of a contract and any allowed renewal or extension thereof, is subject to allotments made by the Director of Finance, State of Hawaii, pursuant to Chapter 37, HRS, and subject to the availability of State and/or Federal funds.

XXI. General and Special Conditions of Contract

The general conditions that will be imposed contractually are on the SPO website (*see* paragraph II, Website Reference). Special conditions may also be imposed contractually by the DOE, as deemed necessary.

Refer to Attachment 1, Contract Minimum and Special Conditions.

XXII. Cost Principles

In order to promote uniform purchasing practices among state purchasing agencies procuring health and human services under HRS Chapter 103F, state purchasing agencies will utilize standard cost principles outlined in Form SPO-H-201, which is available on the SPO website (*see* paragraph II, Website Reference). Nothing in this section shall be construed to create an exemption from any cost principle arising under federal law.

Section 2

Service Specifications

Section 2 Service Specifications

Commonly Used Abbreviations or Acronyms

ADA	Americans with Disabilities Act
APRN	Advanced Practice Registered Nurse
BASC-2	Behavior Assessment System for Children, 2 nd Edition
BCBA	Board Certified Behavior Analyst
BSP	Behavioral Support Plan
CAFAS	Child & Adolescent Functional Assessment Scale
CALOCUS	Child and Adolescent Level of Care Utilization System
CASSP	Hawaii Child and Adolescent Service System Program
CSSS	Comprehensive Student Support System
DCCA	Department of Commerce and Consumer Affairs
DCSW	Diplomate in Clinical Social Work
DES	District Educational Specialist
DOE	Department of Education
DOTAX	Hawaii Department of Taxation
EBA	Emotional Behavioral Assessment
eCSSS	Electronic Comprehensive Student Support System
ESY	Extended School Year
FBA	Functional Behavioral Assessment
FERPA	Family Educational Rights and Privacy Act
GSS	General Supervision and Support
HAR	Hawaii Administrative Rules
HRS	Hawaii Revised Statutes
HST	Hawaii Standard Time
IDEA-2004	Individuals with Disabilities Education Improvement Act -2004
IEP	Individualized Education Plan
IPSPG	Interagency Performance Standards and Practice Guidelines
IRS	Internal Revenue Service
LMFT	Licensed Marriage and Family Therapy
MP	Modification Plan
OCISS	Office of Curriculum, Instruction and Student Support
QAIP	Quality Assurance and Improvement Plan
QAP	Quality Assurance Plan
QMHP	Qualified Mental Health Professional
RFI	Request for Information
RFP	Request for Proposal
SBBH	School Based Behavioral Health
SOP	Standards of Practice
SOS	Student Observation System (BASC-2)
SPO	State Procurement Office
SSC	Student Services Coordinator
SSP	Student Service Plan
USPS	United States Postal Service

I. Introduction

A. Overview, purpose or need

The purpose of this RFP is to solicit private providers of Behavioral Health Intervention Services (agencies and/or individuals) interested in providing behavioral health services through school-based behavioral health models within the Comprehensive Student Support System (“CSSS”).

Refer to Exhibit A, Service Requirements and Activities, 1. Introduction

B. Planning activities conducted in preparation for this RFP

The DOE reviewed existing workload of SBBH staff, the Department’s experience with contracted services, and suggestions received from DOE employees and contracted agencies during the course of the previous contract cycle. In addition, a Request for Information (“**RFI**”) meeting with interested parties was held on May 28, 2010, at the Office of Curriculum, Instruction and Student Support, 475 22nd Ave, Honolulu, HI; and posted on State of Hawaii, State Procurement Office website. Participants in the RFI included members of the DOE, and representatives of various private provider agencies

C. Description of the goals of the service

School Based Behavioral Health services are provided within the context of CSSS. As part of an integrated programmatic approach, these services are designed to provide the personalized support necessary to assist students to successfully engage in standards-based educational opportunities through overcoming individual barriers to learning. The intent of these services are ultimately to realize reasonable benefit to the educational progress of the student.

D. Description of the target population to be served

Refer to Exhibit A, Service Requirements and Activities, 3. Target Population.

In Hawaii, for SY10-11, approximately 96 students currently require such services. However, contracting shall be based on the continued need for the services. A significant change in the number of students requiring contracted services is not anticipated during the contract period.

E. Geographic coverage of service

The services are sought across the State, except Kauai, and are implemented through SBBH. Refer to Section 3 POS Proposal Applications for specific requirements for

submitting proposals.

F. Probable funding amounts, source, and period of availability

It is expected that State funds will be used to support these services. The current general fund appropriation for SBBH contracted services for students approximates \$400,000.

It is expected that funding of at least this current level would be allocated for this contract period.

II. General Requirements

A. Specific qualifications or requirements, including but not limited to licensure or accreditation

The applicant shall comply with chapter 103F, HRS Cost Principles for Purchases of Health and Human Services identified in SPO-H-201 (effective 10/1/98), which can be found on the SPO website at: < <http://www.spo.hawaii.gov> >.

Click on *Health and Human Services, Chapter 103F, HRS Procurements*
 Click on *Quicklinks: Forms and Instructions for Private Providers/Applicants*
 Click on *Cost Principles*

Applicant must hold an appropriate certification or license to practice independently, for those activities restricted by licensure laws, or ensure and demonstrate the availability of appropriate supervision.

B. Secondary purchaser participation

(Refer to §3-143-608, HAR)

After-the-fact secondary purchases will be allowed.

Planned secondary purchases will be allowed.

The secondary purchaser will execute a separate contract.

C. Multiple or alternate proposals

(Refer to §3-143-605, HAR)

Allowed Unallowed

D. Single or multiple contracts to be awarded

(Refer to §3-143-206, HAR)

Single Multiple Single & Multiple

Criteria for multiple awards: Successful applicants must first meet all the requirements specified by the DOE in this RFP. The criteria for multiple awards include, but are not limited to, the following:

The score of 80 points or higher awarded to the applicant's proposal based on the criteria set forth in this RFP.

E. Single or multi-term contracts to be awarded

(Refer to §3-149-302, HAR)

Single term (< 2 yrs) Multi-term (> 2 yrs.)

Contract terms:

Initial Term of Contract	Twelve (12) months
Length of Each Extension	One (1) year
Number of Possible Extensions	Four (4) extensions
Maximum Length of Contract	Five (5) years
Initial Period	Shall commence on the contract start date
Conditions for Extension	Extension must be in writing, and is contingent upon potential changes to the DOE's approach to service delivery, availability of funding, and mutual agreement

F. RFP contact person

The individual listed below is the sole point of contact from the date of release of this RFP until the selection of the successful applicant or applicants. Written questions should be submitted to the RFP contact person and received on or before the day and time specified in Section 1, paragraph I (Procurement Timetable) of this RFP.

John Kagehiro, Procurement and Contracts Support Specialist
 Procurement and Contracts Branch
 94-275 Mokuola Street, Room 200
 Waipahu, HI 96797
 Phone: 808-675-0130
 Fax: 808-675-0133
 Email: John_Kagehiro@notes.k12.hi.us

III. Scope of Work

The scope of work encompasses the following tasks and responsibilities. All forms referenced in this section can be found on the following website:
<<http://www.doe.k12.hi.us/sbbh/>> - Click on “*Required Contract Documents*”

A. Service Activities

(Minimum and/or mandatory tasks and responsibilities)

All services shall be provided in accordance with the requirements outlined in this section and any other applicable requirements referenced in any portion of this RFP. Specific requirements for specific levels of care are detailed in Exhibit A, Service Requirements and Activities, 5. Service Activities.

1. General Requirements

Refer to Exhibit A, Service Requirements and Activities, 5.1 General Requirements.

B. Work Activities

The proposal application should address how the proposed plan and services would support service delivery of school-based services within the least restrictive environment.

The proposal application should address in detail, how services for a student will be transitioned between providers and DOE employees or other agencies when a provider can no longer perform the services.

The proposal application should address how the agency will minimize burdensome and/or unnecessary travel time for students.

The applicant should also submit documentation and evidence of collaborative relationships with schools, complexes, districts, other individual providers and community agencies including the Children’s Community Councils.

In the event that an applicant intends to integrate services with schools, agencies, and other DOE contracted providers, applicants presuming to utilize any community assets, staff, facilities, or instructional resources, including those of the DOE, should submit documentation of any agreements with the relevant organizations/agencies confirming the applicant’s intent to participate in service delivery in the event the applicant is successful and awarded a contract.

Refer to Exhibit A, Service Requirements and Activities, 5.2 through 5.7 for the following services:

1. INDIVIDUAL COUNSELING

2. **GROUP COUNSELING**
 3. **PARENT COUNSELING/TRAINING**
 4. **EDUCATIONAL TEAM PLANNING AND PARTICIPATION**
 5. **SCHOOL CONSULTATION**
 6. **COURT/DUE PROCESS HEARING TESTIMONY**
- C. Management Requirements (Minimum and/or mandatory requirements)**

Refer to Exhibit A, Service Requirements and Activities, 4. Provider Responsibilities for the following requirements:

1. Personnel

Supervision Requirements

Credentialing Requirements

Criminal History Record Check Requirements

Notification Requirements

TB Clearance Requirements

Training Requirements

2. Administrative

Medicaid Requirements

Confidentiality Requirements

Sentinel Event/Incident Notification Reports

Use of Restraints Policy

3. Quality Assurance

4. Performance Requirements

5. Experience

Please refer to specific service and staffing requirements as detailed in Section

2, B, Work Activities.

6. Coordination of services

Please refer to specific service and staffing requirements as detailed in Section 2, B, Work Activities.

The applicant shall demonstrate the capability to coordinate services with other agencies and resources in the community.

The applicant shall describe policies and procedures designed to insure the smooth transfer of services, including the storage, retrieval and transmission of any notes, files and documents, in any form, relevant and important to the transfer of services between and among providers and the DOE.

7. Reporting requirements for program and fiscal data

Refer to Exhibit A, Service Requirements and Activities, 4.5 for the following requirements:

Program Requirements

Fiscal Requirements

D. Facilities

Refer to Exhibit A, Service Requirements and Activities, 4.2.5. Facilities.

IV. COMPENSATION AND METHOD OF PAYMENT

A. Pricing structure or pricing methodology to be used

A fixed unit of service rate will be established by the DOE. An applicant must submit a cost proposal utilizing the unit cost pricing structure as designated by the DOE. The cost proposal must be attached to the proposal application for those specific services as listed on the DOE Rate and Cost Summary Worksheet.

The DOE will not consider proposals for services with rates that are above the maximum allowable amounts set forth in the DOE Rate and Cost Summary Worksheet.

This RFP seeks to purchase services on an as needed basis. The applicant should establish a reasonable estimate of the maximum number of service units it can provide for which there is sufficient operating capacity (e.g., adequate, planned and budgeted space, equipment, staff, etc.). Applicants should provide a maximum number of units they can deliver for each geographic area by level of care to assist

the DOE in determining applicant's capacity to serve. (Note: "Maximum" should reflect the maximum number of students that an agency has the capacity to service.)

B. Units of service and unit rate

Refer to Attachment 1, Contract Minimum and Special Conditions, 7. Compensation, 8. Compensation Rates, and 9. Invoicing and Payment Schedule.

C. Method of compensation and payment

Refer to Attachment 1, Contract Minimum and Special Conditions, 7. Compensation, 8. Compensation Rates, and 9. Invoicing and Payment Schedule.

Section 3

Proposal Application Instructions

Section 3

Proposal Application Instructions

General instructions for completing applications:

- *Proposal Applications shall be submitted to the DOE using the prescribed format outlined in this section.*
- *The numerical outline for the application, the titles/subtitles, and the applicant organization and RFP identification information on the top right hand corner of each page should be retained. The instructions for each section however may be omitted.*
- *Page numbering of the Proposal Application should be consecutive, beginning with page one and continuing through for each section. See sample table of contents in Section 5.*
- *Proposals must be submitted in a three ring binder.*
- *Sections must be tabbed.*
- *Applicants must also include a Table of Contents with the Proposal Application. A sample format is reflected in Section 5, Attachment B of this RFP.*
- *A written response is required for **each** item unless indicated otherwise. Failure to answer any of the items will impact upon an applicant's score.*
- *Applicants are **strongly** encouraged to review evaluation criteria in Section 4, Proposal Evaluation when completing the proposal.*
- *This form (SPO-H-200A) is available on the SPO website (see Section 1, paragraph II, Website Reference). However, the form will not include items specific to each RFP. If using the website form, the applicant must include all items listed in this section.*

The Proposal Application comprises the following sections:

- *Proposal Application Identification Form*
- *Table of Contents*
- *Program Overview*
- *Experience and Capability*
- *Project Organization and Staffing*
- *Service Delivery*
- *Financial*
- *Other*

I. Program Overview

Applicant shall give a brief overview to orient evaluators as to the program/services being offered.

II. Experience and Capability

A. Necessary Skills

The applicant shall demonstrate that it has the necessary skills, abilities, and knowledge relating to the delivery of the proposed services.

B. Experience

The applicant shall provide a description of projects/contracts pertinent to the proposed services.

Applicant shall also include name of references, address(es), e-mail address(es) and telephone numbers. The DOE reserves the right to contact references to verify experience.

C. Quality Assurance and Evaluation

The applicant shall describe its own plans for quality assurance and evaluation for the proposed services, including methodology. Applicants must create and maintain an internal quality-assurance and improvement plan (“**QAIP**”) to assure the delivery of quality educational services and a plan for program assessment and continuous improvement. This plan should explain how the applicant would ensure outcomes from the services provided. As this is an educationally related service, the primary outcome measure the DOE is accustomed to is an improvement in grades, behaviors, or scholastic criteria as set forth in the student’s IEP or MP. Applicant responses should seek to detail how work is evaluated and reviewed by supervisors, and to what degree providers are accountable for providing sound interventions in accordance with the requirements set forth in this RFP.

D. Operational Plan

The applicant should describe in detail how it would address operational issues relating to the delivery of the services covered in this RFP. Specifically, the applicant should detail: **1)** how it will handle new referrals, **2)** its policies and procedures for initiating services, **3)** how it will ensure that records and reports are accounted for within timelines, **4)** how it will ensure that records and reports containing personally identifiable information are secure and protected from unauthorized access (i.e. physical and technological measures of security), **5)** how it monitors and verifies service delivery prior to and after billing claims have been submitted, **6)** how it will comply with the terms of this RFP or subsequent contract, **7)** how the applicant addresses concerns about its service providers, and **8)** how it resolves questions of provider conduct or performance.

If applicable, the applicant response should detail how the plan reflects past practice, or how it has been modified from the applicant's prior method of operation. If the applicant has no prior history servicing this population in Hawaii for the Department of Education or Health, then it should demonstrate how these policies and procedures would be fully adhered to and provide some measure of verification in the proposal that they will be faithfully implemented if a contract is awarded.

E. Coordination of Services

The applicant shall demonstrate the capability to coordinate services with other agencies and resources in the community.

The applicant shall describe policies and procedures designed to insure the smooth transition of services, including the storage, retrieval and transmission of any notes, files and documents, in any form, relevant and important to the transition of services between and among the providers and the DOE.

F. Facilities

The applicant shall provide a description of its facilities and demonstrate its adequacy in relation to the proposed services. If facilities are not presently available, describe plans to secure facilities. Also describe how the facilities are appropriate and meet all requirements, including but not limited to ADA requirements, as applicable, and special equipment that may be required for the services.

Applicants need only to respond to this section if applicable to the service. Applicants should be clear where the services are to be provided, and if they will be delivered at a specific site. If so, this section would apply.

III. Project Organization and Staffing

A. Staffing

1. Proposed Staffing

The applicant shall describe the proposed staffing pattern, client/staff ratio and proposed caseload capacity appropriate for the viability of the services. (Refer to the personnel requirements in the Service Specifications, as applicable.)

This should be reflected in the supporting resumes or curriculum vitae attached as part of the applicant's response. For each service type specified in the scope of services, the applicant should illustrate what it considers the norm for the qualifications and level of education or experience of its providers.

2. Staff Qualifications

The applicant shall provide the minimum qualifications (including experience) for staff assigned to the program. (Refer to the qualifications in the Service Specifications, as applicable.)

The applicant shall also describe how staff is evaluated not only for the mandatory background checks, but also for competence and ability to deliver the services in conformity with the applicant's own policies and within the requirements of this RFP.

The applicant shall describe in detail the method and means they use to ensure that all employees are free of legal entanglements which may be relevant to their work, including but not limited to criminal convictions. In particular, the applicant must describe how they conduct employee background checks encompassing all previous places of residence.

B. Project Organization

1. Supervision and Training

The applicant shall describe its ability to supervise, train and provide administrative direction relative to the delivery of the proposed services.

The supervision ratios of supervisors to staff should be identified for each service activity. The applicant's ability to train its personnel should be specifically addressed. A description of the training program, how it will be enforced and implemented, and what it entails should be specifically described.

In addition, the applicants should describe in detail how staff is monitored to ensure they not only complete the required training, but also that they practice those training principles on the job. Furthermore, the applicant should describe any remedial actions utilized such as retraining.

2. Organization Chart

The applicant shall reflect the position of each staff and line of responsibility/supervision. (Include position title, name and full time equivalency.) Both the "Organization-wide" and "Program" organization charts shall be attached to the Proposal Application.

IV. Service Delivery

Applicant shall include a detailed discussion of how applicant's approach to applicable service delivery and management requirements including a work plan of

all service activities and tasks to be completed, related work assignments/ responsibilities and timelines/schedules best accomplishes the DOE's plan for service delivery.

A generic response to how services will be addressed will not be scored highly. This section should contemplate the methodology, program integration, and allow a reviewer to differentiate one response from another.

Responses must include the provision of all services listed in this RFP. Applicants may not choose to omit any of the services in their response. Failure to address all of the service activities will be deemed as non-responsive and the proposal shall be rejected.

Applicants shall provide services for all schools within the district(s) they propose to serve, including those schools in remote complex areas. Pay particular attention to the district's definition of geographic area. For a list of schools within each district, go to: < <http://nssb.k12.hi.us/cgi-bin/clinks/main.cgi> >

Anticipated Needs By Level of Care and District based on FY10 Data*

SBBH FY10 Hourly Analysis				
District	LOC	Level of Care	Hours - Annual	Hours-Average Monthly
Central	13	Individual	270	23
	15	Group	49	4
	16	Parent Counseling	705	50
Hawaii	13	Individual	276	23
	15	Group	0	0
	16	Parent Counseling	0	0
Honolulu	13	Individual	2095	175
	15	Group	31	3
	16	Parent Counseling	717	60
Leeward	13	Individual	163	14
	15	Group	0	0
	16	Parent Counseling	24	2
Maui	13	Individual	224	19
	15	Group	0	0
	16	Parent Counseling	305	25
Windward	13	Individual	101	8
	15	Group	0	0
	16	Parent Counseling	5	0.44

* Information is based on Billed units

V. **Financial**

A. **Pricing Structure**

A fixed unit of service rate will be established by the DOE. An applicant must submit a cost proposal utilizing the unit cost pricing structure as designated by the DOE. The cost proposal must be attached to the proposal application for those specific services as listed on the DOE Rate and Cost Summary Worksheet.

The DOE will not consider proposals for services with rates that are above the maximum allowable amounts set forth in the DOE Rate and Cost Summary Worksheet.

This RFP seeks to purchase services on an as needed basis. The applicant should establish a reasonable estimate of the maximum number of service units it can provide for which there is sufficient operating capacity (e.g., adequate, planned and budgeted space, equipment, staff, etc.). Applicants should provide a maximum number of units they can deliver for each geographic area by level of care to assist the DOE in determining applicant's capacity to serve. (Note: "Maximum" should reflect the maximum number of students that an agency has the capacity to service.)

All budget forms, instructions and samples are located on the SPO website (<http://www.spo.hawaii.gov>). The following budget form(s) shall be submitted with the POS Proposal Application:

SPO-H-205 Budget

SPO-H-206A Personnel Salaries and Wages

SPO-H-206B Personnel Payroll Taxes, Assessments and Fringe

SPO-H-206C Travel Inter-Island

SPO-H-206D Travel Out of State

SPO-H-206E Contractual Services - Administrative

SPO-H-206F Contractual Services - Subcontracts

When preparing the SPO-H-205 Budget form, the first column should be used to reflect the total cost of the proposal (e.g., total budget for all services across all districts). Applicants should use the additional columns for each specific service they are applying for to reflect the associated costs in delivering that service (e.g., total budget by each service specification-Individual Counseling, Group Counseling). If there is a set cost for some aspect of the service delivery, such as an office, the percentage of the cost should be assigned to each service as it relates to that cost. If an applicant is responding to more services than will fit on one form, they may continue on additional forms as needed.

The DOE reserves the right to ask for additional information (e.g., information supporting or justifying service delivery, or monthly group rate) from each applicant. Additional information must be available for review during the proposal evaluation period.

B. Other Financial Related Materials

1. Accounting System

In order to determine the adequacy of the applicant's accounting system as described under the administrative rules, the following documents are requested as part of the Proposal Application (may be attached):

- A description of how applicant's accounting system is organized to handle the contract;
- A description of the applicant's billing procedures including, if applicable, the procedures in which subcontractors are paid;
- Name of individual responsible for the accounting/billing system and his/her qualifications and position description;
- Applicant's most recent program annual report (if available);
- Applicant's most recent financial audit (if available);
- Description of the internal control structure used in the accounting system; and
- If accounting work is subcontracted, please describe.

2. Information System

The applicant shall describe the organization's current type of computer hardware, software, any plans for major changes to comply with Section 2 Service Specifications, C.7. (Reporting requirements for program and fiscal data, and the capability of your staff to use the system.)

VI. Other

A. Litigation

The applicant shall disclose any pending litigation to which they are a party, including the disclosure of any outstanding judgment. If applicable, please explain.

Section 4

Proposal Evaluation

Section 4

Proposal Evaluation

VII. Introduction

The evaluation of proposals received in response to the RFP will be conducted comprehensively, fairly and impartially. Structural, quantitative scoring techniques will be utilized to maximize the objectivity of the evaluation.

VIII. Evaluation Process

The procurement officer or an evaluation committee of designated reviewers selected by the head of the state purchasing agency or procurement officer shall review and evaluate proposals. When an evaluation committee is utilized, the committee will be comprised of individuals with experience in, knowledge of, and program responsibility for program service and financing.

Applicants who meet all requirements based on the rating listed in this section may be qualified to enter into a contract with the DOE. ***In order to be eligible for a contract award, the applicant must receive a score of 80 points or better as detailed in this section and the applicant's total score must include points in each of the following evaluation categories: Experience and Capability; Project Organization and Staffing; Service Delivery; and Financial.***

Qualified applicants will be placed on DOE's School Based Services Qualified Providers List. Services will be procured from the contracted agencies on an as needed basis, and any referrals will be determined by the applicable SSC or designated representative. Selection will be based upon various factors including the applicant's responsiveness to the RFP, quality of providers, specific expertise, and fit of the provider, and the needs and interests of the DOE.

The evaluation will be conducted in three phases as follows:

- Phase 1 - Evaluation of Proposal Requirements
- Phase 2 - Evaluation of Proposal Application
- Phase 3 - Recommendation for Award

Evaluation Categories and Thresholds

<u>Evaluation Categories</u>	<u>Possible Points</u>
<i>Administrative Requirements</i>	<u><i>Pass or Rejected</i></u>
 <i>Proposal Application</i>	 100 Points
Program Overview	0 points
Experience and Capability	18 points
Project Organization and Staffing	20 points
Service Delivery	55 points
Financial	07 Points
 TOTAL POSSIBLE POINTS	 100 Points

IX. Evaluation Criteria**A. Phase 1 - Evaluation of Proposal Requirements****(1) *Administrative Requirements***

- Application Checklist
- Registration (if not pre-registered with SPO)
- Federal Certifications
- Rate Schedule

(2) *Proposal Application Requirements*

- Proposal Application Identification Form (Form SPO-H-200)
- Table of Contents
- Program Overview
- Experience and Capability
- Project Organization and Staffing
- Service Delivery
- Financial (All required forms and documents)
- Program Specific Requirements (as applicable)

B. Phase 2 - Evaluation of Proposal Application (100 Points)**(1) *Program Overview***

- The applicant has demonstrated a thorough understanding of the purpose and scope of the service activity.
- The goals and objectives are in alignment with the proposed service activity.

- The applicant has described how the proposed service is designed to meet the pertinent issues and problems related to the service activity.
- The applicant demonstrates a clear understanding that the delivery of this service will result in educational benefits for the student/and or family receiving the service.
- The applicant demonstrates a clear understanding of how to deliver these services in concert with the goals and philosophical approach of the DOE, and will incorporate its efforts under the IDEIA-2004, Section 504, Subpart D, and the CASSP principles and integrate these efforts in assisting students to make progress on all identified service goals and objectives.

Note: No points are assigned to Program Overview. The intent is to give the applicant an opportunity to orient evaluators as to the services being offered. This should not be a long drawn out narrative but a concise review for the proposal.

Applicants should pay particular attention to the evaluation criteria for the following sections as proposal applications will be scored by sections. A generic response to how services will be addressed will not be scored highly. The proposal application should contemplate the methodology, program integration, and allow a reviewer to differentiate one response from another.

(2) Experience and Capability (18 Points)

The DOE will evaluate the applicant's experience and capability relevant to the proposal contract, which shall include:

- Demonstrated skills, abilities, knowledge of, and experience relating to the delivery of the proposed services in an educationally based approach and through evidence-based interventions of its supervisors. **[3 points]**
- Demonstrated skills, abilities, knowledge of, and experience relating to the delivery of the proposed services in an educationally based approach and through evidence-based interventions of its direct service personnel. **[3 points]**
- The experience and capacity of its supervisors, or those overseeing the delivery of the services and their knowledge or expertise in evidence-based interventions and in working with the target population. **[3 points]**
- The experience and capacity of its direct service personnel and their knowledge or expertise in the interventions or in working with the target population. **[3 points]**
- Sufficiency of quality assurance and improvement plans (**QAIP**) for the proposed services, including methodology. **[2 points]**

- Demonstration of the applicant's specific operational plan to manage and oversee the delivery of services, including the security measures for student records/information. **[3 points]**
- Demonstrated capability to coordinate services with other agencies and resources in the community. **[1 point]**

(3) Project Organization and Staffing (20 Points)

The DOE will evaluate the applicant's overall staffing approach to the service that shall include:

- That the proposed staffing pattern, student/staff ratio, and proposed caseload capacity is reasonable to ensure viability of the services:
 - Does the applicant have sufficient staff reflected in the attached resumes or curriculum vitae to provide the amount of services proposed? **[2 points]**
 - Does the applicant have a clearly detailed and viable plan for obtaining necessary staff? **[1 point]**
- Minimum qualifications (including experience) for staff assigned to the program:
 - The applicant should have detailed and demonstrated a background review process. **[2 points]**
 - The applicant should have a detailed screening process for determining competency of providers to deliver interventions in line with the applicant's policies and the requirements of this RFP. **[2 points]**
- Demonstrated ability to supervise and provide administrative direction to staff relative to the delivery of the proposed services. **[1 points]**
- The supervision ratios of supervisors to staff are reasonable to ensure proper oversight and that the ratios are reflective of the degree of oversight needed for the respective ability of the individual providers. **[2 points]**
- The applicant's ability to train its personnel is specifically addressed. **[2 points]**
- Evidence of the training program and what it entails, with desired learner outcomes including target population specific topics and should be specifically described. **[5 points]**
- How applicant will document and enforce training requirements. **[2 points]**
- Organization Chart (Approach and rationale for the structure, functions, and staffing of the proposed organization for the overall service activity and tasks). **[1 point]**

(4) Service Delivery (55 Points)

Evaluation criteria for this section will assess the applicant's approach to the service activities and management requirements outlined in the Purchase of Services (POS) Proposal Application.

- Given the service description of the required services in this RFP, the response has clearly detailed an understanding of the service in terms of the service as related to the target population. **[10 points]**
- The means in ensuring prompt responses to referral, and a detailed description of the applicant's policies and procedures on how services are referred to their providers. **[5 points]**
- The response should clearly demonstrate how the referral system will avoid service delays or keep the DOE apprised of service gaps. **[3 points]**
- The response should also address how the applicant will address the provision of substitutes. **[3 points]**
- The response will show how the applicant will address the issue of informing the schools of provider absences. **[2 points]**
- The response should address how the applicant will service the remote or out-lying areas in the proposed school district(s) and ensure services will be available throughout the districts. **[2 points]**
- For each service, it should be clearly detailed how the tasks will be accomplished in a manner that will demonstrate progress towards meeting service plan objectives. **[5 points]**
- Evidence that the service activities are in conformity with educational best practices and are evidence-based as described in peer reviewed established professional publications for the target population. **[5 points]**
- Demonstration of the applicant's commitment to least restrictive interventions. **[5 points]**
- Demonstration of the applicant's policies and procedures for identifying, addressing and managing transfers. **[5 points]**
- Clearly addresses how the services will be delivered collaboratively with the DOE, and will focus on assisting the student to make progress towards service plan goals and objectives. **[5 points]**
- Description of how applicant's providers will collaborate and problem solve with classroom teachers and other DOE personnel that are involved with the student. **[5 points]**

(5) Financial (7 Points)

The DOE will evaluate the applicant's cost proposal(s) and description of the applicant's overall fiscal operations that will include:

- Description of how applicant's accounting system is organized to support contract implementation. [**2 points**]
- Description of adequacy of accounting system and infrastructure to support electronic/manual billing requirements including a demonstration of the applicant's ability to accurately track cost of related services by students served. [**2 point**]
- Description of the applicant's billing procedures including, if applicable, the procedures in which employees or agents are paid. [**2 points**]
- Description of the internal control structure used in the accounting system. [**1 point**]

C. Phase 3 - Recommendation for Award

Each notice of award shall contain a statement of findings and decision for the award or non-award of the contract to each applicant.

Section 5

Attachments

- A. Proposal Application Checklist
- B. Sample Proposal Application Table of Contents
- C. Wage Certification
- D. Federal Certifications
- E. Exhibit A, Service Requirements and Activities
- F. Attachment 1, Contract Minimum and Special Conditions
- G. Attachment 2, Rate and Cost Summary Worksheet

Proposal Application Checklist

APPLICANT: _____ RFP No.: _____

The APPLICANT's proposal must contain the following components in the order shown below. This checklist must be signed, dated and returned to the purchasing agency as part of the Proposal Application. SPOH forms are on the SPO website. See Section 1, paragraph II Website Reference.*

Item	Reference in RFP	Format/Instructions Provided	Required by Purchasing Agency	Completed by APPLICANT
General:				
Proposal Application Identification Form (SPO-H-200)	Section 1, RFP	SPO Website*	X	
Proposal Application Checklist	Section 1, RFP	Attachment A	X	
Table of Contents	Section 5, RFP	Section 5, RFP	X	
Proposal Application (SPO-H-200A)	Section 3, RFP	SPO Website*	X	
Tax Clearance Certificate (Form A-6)	Section 1, RFP	Dept. of Taxation Website (Link on SPO website)*		
Cost Proposal (Budget)				
SPO-H-205	Section 3, RFP	SPO Website*	X	
SPO-H-205A	Section 3, RFP	SPO Website* Special Instructions are in Section 5		
SPO-H-205B	Section 3, RFP,	SPO Website* Special Instructions are in Section 5		
SPO-H-206A	Section 3, RFP	SPO Website*	X	
SPO-H-206B	Section 3, RFP	SPO Website*	X	
SPO-H-206C	Section 3, RFP	SPO Website*	X	
SPO-H-206D	Section 3, RFP	SPO Website*	X	
SPO-H-206E	Section 3, RFP	SPO Website*	X	
SPO-H-206F	Section 3, RFP	SPO Website*	X	
SPO-H-206G	Section 3, RFP	SPO Website*		
SPO-H-206H	Section 3, RFP	SPO Website*		
SPO-H-206I	Section 3, RFP	SPO Website*		
SPO-H-206J	Section 3, RFP	SPO Website*		
Certifications:				
<i>Federal Certifications</i>		Section 5, RFP		
Debarment & Suspension		Section 5, RFP	X	
Drug Free Workplace		Section 5, RFP	X	
Lobbying		Section 5, RFP	X	
Program Fraud Civil Remedies Act		Section 5, RFP	X	
Environmental Tobacco Smoke		Section 5, RFP	X	
Program Specific Requirements:				
Most Recent Financial Audit			X	

Authorized Signature

Date

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WAGE CERTIFICATE

Subject: Project No. RFP F11-122

Description of Project: Behavioral Health Intervention Services

Pursuant to §103-55, HRS, I hereby certify that, if awarded a contract of \$25,000.00 or more, and that either:

- I. Services to be performed will be performed in accordance with the following conditions:
- a. The services to be rendered shall be performed by employees paid at wages or salaries not less than wages paid to the public officers and employees for similar work, if similar positions are listed in the classification plan of the public sector, and
 - b. All applicable laws of the Federal and State governments relating to workers' compensation, unemployment compensation, payment of wages, and safety will be fully complied with.

PROVIDER shall be obliged to notify its employees performing work under this contract of the provisions of §103-55, HRS, and the current wage rate for public employees performing similar work. The PROVIDER may meet this obligation by posting a notice to this effect in the PROVIDER's place of business accessible to all employees, or the PROVIDER may include such notice with each paycheck or pay envelope furnished to the employee

I understand that, in addition to the base wages required by §103-55, HRS, all payments required by Federal and State laws that employers must make for the benefit of their employees shall be paid.

OR

- I am exempt from these requirements as provided for under to §103-55(c), HRS.

PROVIDER: _____

By Its (signature): _____

Title: _____

Date: _____

Organization: _____

RFP No: _____

CERTIFICATIONS

PHS-5161-1-CERTIFICATIONS (7/00)

OMB Approval No. 0920-0428

1. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION.

The undersigned (authorized official signing for the applicant organization) certifies to the best of his or her knowledge and belief, that the applicant, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;
- (b) have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- (d) have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

Should the applicant not be able to provide this certification, an explanation as to why should be placed after the assurances page in the application package.

The applicant agrees by submitting this proposal that it will include, without modification, the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion--Lower Tier Covered Transactions" in all lower tier covered transactions (e.g., transactions with sub-grantees and/or contractors) and in all solicitations for lower tier covered transactions in accordance with 45 CFR Part 76.

2. CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS.

The undersigned (authorized official signing for the applicant organization) certifies that the applicant will, or will continue to, provide a drug-free workplace in accordance with 45 CFR Part 76 by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an ongoing drug-free awareness program to inform employees about-
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a) above;
- (d) Notifying the employee in the statement required by paragraph (a), above, that, as a condition of employment under the grant, the employee will--
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency in writing within ten calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d) (2), with respect to any employee who is so convicted--
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

For purposes of paragraph (e) regarding agency notification of criminal drug convictions, the DHHS has designated the following central point for receipt of such notices: Office of Grants and Acquisition Management Office of Grants Management Office of the Assistant Secretary for Management and Budget Department of Health and Human Services 200 Independence Avenue, S.W., Room 517-D Washington, D.C. 20201

3. CERTIFICATION REGARDING LOBBYING

Title 31, United States Code, Section 1352, entitled "Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions," generally prohibits recipients of Federal grants and cooperative agreements from using Federal (appropriated) funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a SPECIFIC grant or cooperative agreement. Section 1352 also requires that each person who requests or receives a Federal grant or cooperative agreement must disclose lobbying undertaken with non-Federal (non-appropriated) funds. These requirements apply to grants and cooperative agreements EXCEEDING \$100,000 in total costs (45 CFR Part 93).

Organization: _____

RFP No: _____

The undersigned (authorized official signing for the applicant organization) certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. (If needed, Standard Form-LLL, "Disclosure of Lobbying Activities," its instructions, and continuation sheet are included at the end of this application form.)
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

4. CERTIFICATION REGARDING PROGRAM FRAUD CIVIL REMEDIES ACT (PFCRA)

The undersigned (authorized official signing for the applicant organization) certifies that the statements herein are true, complete, and accurate to the best of his or her knowledge, and that he or she is aware that any false, fictitious, or fraudulent statements or claims may subject him or her to criminal, civil, or administrative penalties. The undersigned agrees that the applicant organization will comply with the Public Health Service terms and conditions of award if a grant is awarded as a result of this application.

5. CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE.

Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such Federal funds. The law does not apply to children's services provided in private residence, portions of facilities used for inpatient drug or alcohol treatment, service providers whose sole source of applicable Federal funds is Medicare or Medicaid, or facilities where WIC coupons are redeemed.

Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing the certification, the undersigned certifies that the applicant organization will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

The applicant organization agrees that it will require that the language of this certification be included in any sub awards which contain provisions for children's services and that all sub recipients shall certify accordingly.

The Public Health Services strongly encourages all grant recipients to provide a smoke-free workplace and promote the non-use of tobacco products. This is consistent with the PHS mission to protect and advance the physical and mental health of the American people.

Signature of Authorized Certifying Official	Title
Applicant Organization	Date Submitted

Exhibit A

SERVICE REQUIREMENTS AND ACTIVITIES

1. Introduction

The Hawaii Department of Education (the “**DOE**”, the “**Department**” or the “**STATE**”) administers the statewide system of public schools. The scope of education programs and services of the public schools encompasses grades kindergarten through twelve, and such pre-school programs and community/adult education curricula as may be authorized. In addition to regular programs of instruction and support services, the STATE offers special programs and services for students who are disabled, gifted, learning English as a second language, economically and culturally disadvantaged, at-risk, or institutionally confined. Applicable Federal and State statutes and regulations govern the provision of some behavioral health services (e.g., 34 .F.R. Section 300 and Hawaii Administrative Rules Chapter 60 and 61).

In accordance with the Individuals with Disabilities Education Improvement Act (“**IDEIA**”) and Section 504 – Subpart D of the Rehabilitation Act of 1973 (as amended), the Department of Education strives to provide an integrated educational model for students with educational disabilities to realize reasonable benefits from their education.

The PROVIDER shall provide behavioral intervention services through the School-Based Behavioral Health models within the Comprehensive Student Support System (“**CSSS**”).

Services should be provided through an integrated educational model. The CSSS education model is a strengths-based, multidisciplinary team decision-making model focusing on learning and development. It is based upon the understanding that an individual’s capacity to meet expectations is the result of unique inherent characteristics and previous learning opportunities. It promotes the early identification of new learning opportunities to further increase the social, emotional and behavioral repertoire of students.

2. Service Activities

The PROVIDER shall provide services in accordance with Exhibit A, entitled Service Requirements and Activities.

3. Target Population

The PROVIDER shall provide behavioral intervention services to students who are eligible for the services. The student must meet the following criteria:

- 3.1 The student has or is suspected of having a disability described in HAR Sections 8-60-1 to 8-60-84 (or subsequent revisions) or HAR sections 8-61-1 to 8-61-17 (or subsequent revisions) **and either**:
 - 3.1.1. The student has an IEP developed under criteria described in HAR Chapter 60, that is, the student is eligible for services under the criteria set forth in HAR Chapter 60 and the student needs special education and related services

- because of the disability; **or**
- 3.1.2. The student has an MP developed under criteria described in HAR Chapter 61, that is, the student is eligible for services under HAR Chapter 61 criteria and the student needs a modification plan and related services because of the disability; **and**
 - 3.2. The student resides in the State and comes within the following age range: (a) at least three years of age and (b) under 20 on the first instructional day of the school year set forth by the Department of Education; **and**
 - 3.3. 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.

4. Provider Responsibilities

4.1. Personnel Requirements

4.1.1. Supervision Requirements

- 4.1.1.1. The PROVIDER may hire direct employees or establish a network of independent professional providers (hereafter agents). If the PROVIDER utilizes a network of independent providers, each agent must meet Hawaii State requirements to provide 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 agents. The PROVIDER must ensure that the expectations and responsibilities assumed by and between its employees are equally placed on agents.
- 4.1.1.2. 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 Contract.
- 4.1.1.3. Clinical Supervision: Full time staff and subcontracted providers shall receive, at a minimum, one (1) hour per month of individual supervision by a Qualified Mental Health Professional (“**QMHP**”) utilizing a combination of methods such as case review, direct observation, coaching, and role modeling to improve the level of staff skill. Qualifications of supervisors shall be reviewed to meet the criteria below.
 - 4.1.1.3.1. Individual(s) with any of these qualifications can provide clinical supervision under this Contract:
 - A current Hawaii-licensed psychiatrist; board

certified by the American Board of Psychiatry and Neurology and board certified in Child/Adolescent Psychiatry;

OR

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

OR

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

OR

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

OR

- A current Hawaii-licensed Mental Health Counselor having at least three (3) years of experience in behavioral health with children and adolescents.

4.1.2. Credential Requirements

4.1.2.1. 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.

4.1.2.2. 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 Contract.

4.1.2.3. The PROVIDER must maintain written policies and procedures, subject to the STATE approval, that identify the PROVIDER's process for primary source verification of all personnel. Agencies must have all original transcripts and if

applicable, current licenses or certificates on file for each provider providing services under this Contract.

- 4.1.2.4. PROVIDERs must verify and document all of their claims regarding degrees from accredited institutions at the following websites: the U.S. Department of Education Database of Accredited Postsecondary Institutions and Programs at < www.ope.ed.gov/accreditation > and the council for Higher Education Accreditation at < www.chea.org >.

4.1.3. Criminal History Record Check Requirements

- 4.1.3.1. 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 Contract 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.
- 4.1.3.2. The PROVIDER shall require, at a minimum, annual 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.
- 4.1.3.3. 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.
- 4.1.3.4. 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.
- 4.1.3.5. 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.
- 4.1.3.6. 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 contract providers. All costs associated with conducting and processing criminal history checks of PROVIDER's employees, agents,

and volunteers shall be borne by the PROVIDER.

4.1.4. Notification Requirements

4.1.4.1. The PROVIDER shall notify the STATE, verbally within twenty-four (24) hours, upon learning of the occurrence of any of the events indicated below:

4.1.4.1.1. Any employee, agent, subcontractor or volunteer's license to practice in the State of Hawaii is suspended, conditioned, revoked, expired, or terminated;

4.1.4.1.2. Any employee, agent, subcontractor or volunteer becomes the subject of any disciplinary proceeding or action before any Federal or State agency or Board, such as the Board of Medical Examiners or the Board of Nursing;

4.1.4.1.3. Any employee, agent, subcontractor or volunteer is convicted of a fraud or felony;

4.1.4.1.4. Any malpractice claim, judgment or settlement in which the PROVIDER or any of its employees, agents, or volunteers is named a defendant.

4.1.5. TB Clearance

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 Contract. Certificate must state that the person is free of communicable tuberculosis.

4.1.6. Training Requirements

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

4.1.6.1. **PRIOR TO BEGINNING SERVICE DELIVERY**

The PROVIDER must ensure that its direct services staff (including sub-contracted personnel) completes at least twenty-four (24) hours of training, as approved by the STATE, before beginning service delivery. The twenty-four (24) hours of training shall include:

o **A minimum of three (3) hours training in:**

- IDEIA-2004 and HAR Chapter 60 and 61 (or subsequent revisions) requirements, including procedures and eligibility criteria;
- HAR Chapter 19 procedures and requirements;
- FERPA and HAR Chapter 34 requirements;
- State of Hawaii laws regarding child abuse and neglect reporting, reporting of criminal behavior and threats regarding suicide and homicide;
- CSSS principles;
- CASSP principles; and

- Team-based decision-making.
- **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 contract requirements. Topics shall include but are not limited to professional behavior and professional boundary setting, confidentiality, communication styles, listening skills, and effective communication between STATE personnel, families, and community agencies.
- **A minimum of two (2) hours training in:**
 - The DOE Common Education Agenda from the Race to the Top initiative, standards based curriculum and the DOE's General Learner Outcomes.
- **A minimum of five (5) hours training in:**
 - Functional Behavior Assessments, Behavior Support Planning, writing service plans, crisis plans and transition, fading or step-down plans for the target population.
- **A minimum of two (2) hours training in:**
 - BASC 2 Student Observation System (“SOS”) and the use of BASC 2 reports (or current DOE Behavior Checklist reporting system) for service planning.
- **A minimum of two (2) hours training in:**
 - An overview of Evidence-Based Interventions and their application to the services being provided.
- **A minimum of six (6) hours training in:**
 - Peer-reviewed educationally relevant, evidence-based interventions that include social, emotional, and behavioral issues related to the target population.

4.1.6.2. ANNUAL PROFESSIONAL DEVELOPMENT/TRAINING

The PROVIDER must ensure that its direct services staff (including sub-contracted personnel) completes sixteen (16) hours of annual training, as approved by the STATE, in no event less than annually. The sixteen (16) hours of professional development training shall directly relate to their work responsibilities and include:

- **Four (4) hour review of:**
 - IDEIA-2004 and HAR Chapter 60 and 61 (or subsequent revisions) requirements; and
 - HAR Chapter 19 procedures and requirements; and FERPA and HAR Chapter 34 requirements; and
 - State of Hawaii laws regarding child abuse and neglect reporting, reporting of criminal behavior and threats regarding suicide and homicide; CASSP and CSSS principles; and

- An understanding of applicable contract requirements, professional behavior and professional boundary setting, confidentiality, communication styles, listening skills, and effective communication between STATE personnel and provider agency personnel.
 - Evidence-Based Practices for the targeted population
 - Using the BASC-2 in service planning
 - Team-based decision-making
 - Data Collection
- **A total of four (4) hours of Nonviolent crisis intervention training as appropriate for the target population;**
 - **A total of one (1) hour of crisis intervention procedures including suicide recognition as appropriate to level of service delivery; and**

The remaining seven (7) hours of training shall be spent on evidence-based interventions that include social, emotional and behavioral issues related to the target population..

4.1.6.3.

Web based conferences and video conferencing sessions are acceptable. Independent reading of material shall not be counted as training. Time spent during a facilitated group discussion of professional peer reviewed literature related to the target population, as approved by the STATE, is acceptable. All training must be conducted or facilitated by a professional who meets at a minimum the qualifications as follows:

- A current Hawaii-licensed psychiatrist; board certified by the American Board of Psychiatry and Neurology and board certified in Child/Adolescent Psychiatry;
- OR
- An individual who possesses a current Hawaii license in Psychology, Social Work, or Marriage and Family Therapy each having at least three (3) years of experience in behavioral health with children and adolescents;
- OR
- An individual who possesses Social Work Certification, or is a Diplomate in Clinical Social Work or Board Certified Diplomate each having at least three (3) years of experience in behavioral health with children and adolescents;
- OR
- An individual who possesses a current Hawaii license and certification to practice as an Advanced Practice Registered Nurse having at least three (3) years of experience in behavioral health with children and adolescents;
- OR
- A current Hawaii-licensed Mental Health Counselor having at least three (3) years of experience in behavioral health with children and adolescents;

OR

- Be a Board Certified Behavior Analyst (“**BCBA**”) with a Masters or Doctorate degree and have at least three (3) years of direct experience working with a variety of children and adolescents who are exhibiting severe social, communication and behavioral deficits.

4.1.6.4. **DOCUMENTATION REQUIREMENTS FOR ALL TRAINING SESSIONS**

The PROVIDER must maintain documentation of each training session or professional development session. 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.

All training documentation shall include, at a minimum:

- The name of the training or professional development;
- The name and credentials of the individual providing the training;
- Date, place and length of time of session;
- Signature on an official registration sheet by each direct services staff member, including sub-contracted personnel;
- A record for each direct services staff member, including sub-contracted personnel, must be kept in his/her credentialing file; and
- The PROVIDER shall maintain a master record of all training and professional development activities.

4.2. **Administrative Requirements**

4.2.1. Medicaid Requirements

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

4.2.2. Confidentiality Requirements

4.2.2.1. 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 evidencing 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.

4.2.2.2. The PROVIDER's records relating to students under this Contract are educational records governed under FERPA. The documents and records held by the PROVIDER for students serviced under this Contract are the property of the STATE. Any documentation that a PROVIDER requires an employee or subcontractor to maintain shall be provided to the STATE within two (2) working days of a request by the STATE. This includes but is not limited to copies of any progress notes, files and/or group supervision notes.

4.2.2.3. 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.

4.2.3. 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 DES within twenty-four (24) hours by phone and also in writing within seventy-two (72) hours 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 STATE format.

4.2.4. Use of Restraints

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

4.2.5. Facilities

In most cases, the STATE shall provide facilities used for the provision of services described and considered in this Contract. Nonetheless, any facilities used by the PROVIDER to provide any services or otherwise requiring the presence or participation of students or their families must be ADA compliant and otherwise safe, legal, and appropriate for its use in connection with this Contract. The PROVIDER, and not the STATE, shall be wholly and completely responsible for ensuring that any such facilities are ADA compliant and otherwise safe, legal, and appropriate for its use in connection with this Contract.

4.3. **Quality Assurance**

- 4.3.1. The PROVIDER must participate in contract monitoring as requested by the State, but 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 Contract.
- 4.3.2. 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.
- 4.3.3. 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.
- 4.3.4. The PROVIDER shall comply with the applicable District(s)/Complex(es) General Supervision and Support ("GSS"). The PROVIDER shall implement an internal Quality Assurance Plan ("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.
- 4.3.5. The QAP shall include evidence supporting their plan and shall be available for STATE review.

4.4. **Performance Requirements**

- 4.4.1. At a minimum, performance requirements must include the following measures:
 - 4.4.1.1. Performance/Outcome Measures
 - 4.4.1.1.1. Appropriateness of services delivered to each student that incorporates evidence-based practices.
 - 4.4.1.2. Output Measures
 - 4.4.1.2.1. Accuracy and completeness of student records and documentation.
 - 4.4.1.2.2. Submittal of all required data, reports, and improvement or corrective action plans and deliverables.
 - 4.4.1.2.3. Adequacy and timeliness of responses to any required information, program improvements, and corrective actions.
 - 4.4.1.2.4. Degree of adherence to credentialing process and accuracy and completeness of credentialing files.
 - 4.4.1.3. Quality of Care/Quality of Services
 - 4.4.1.3.1. Degree of adherence to program operations, policies and procedures, and standards as described in this Contract.
 - 4.4.1.3.2. Student's IEP/MP Goals and Objectives are reflected in the Student Service Plan as authorized by the STATE.

- 4.4.1.3.3. Degree of treatment integrity and adequacy of treatment processes, use of evidence-based services, and monitoring of student progress and outcomes.
- 4.4.1.3.4. Demonstrated ability to comply with training requirements and provide timely, complete and effective training modules annually.
- 4.4.1.3.5. Demonstrated ability to provide supervision to designated personnel.
- 4.4.2. An annual report of performance requirements shall be provided to the STATE within thirty (30) days of the end of the contract year. Reports must contain the following data:
 - 4.4.2.1. The number of unique students serviced by month and annual total.
 - 4.4.2.2. The number of unique students exited from services as determined by the IEP team by month and annual total.
 - 4.4.2.3. The number of unique students transferred to services provided by the STATE or other agency by month and annual totals.
 - 4.4.2.4. Narrative summary of how agency was able to provide substitutes to service students, including challenges to providing substitutes, and agency action plan to address provision of substitutes for the coming year.

4.5. **Reporting Requirements for Program and Fiscal Data**

4.5.1. Program Requirements

- 4.5.1.1. The PROVIDER shall input information into the electronic Comprehensive Student Support System (“eCSSS”) modules such as: 1) IEP/MP; 2) Visit Record; 3) Progress Report; and 4) Other modules that the STATE may require. Evaluation reports must be entered into eCSSS and hard copy shall be submitted to the STATE. For any event in which work was done with the student, a visit record must be entered into eCSSS within forty-eight (48) hours of its occurrence. 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.
- 4.5.1.2. Data entry into eCSSS (along with applicable requirements within each service activity) must be completed before invoice submission and payment.
- 4.5.1.3. At a minimum, PROVIDERS are required to have computer hardware/software that supports the operation and access to eCSSS including:
 - 4.5.1.3.1. Internet Explorer 6 or 7 for Windows on Personal Computer (laptop or desktop)
 - 4.5.1.3.2. Desktop resolution set to 1024 x 768 resolution
 - 4.5.1.3.3. Windows-based Personal Computer (laptop or desktop)

- 4.5.1.3.4. Allow pop-up windows in Internet Explorer while in eCSSS
- 4.5.1.3.5. Ability to temporarily hide search engine toolbars
- 4.5.1.3.6. Adobe Acrobat Reader 8 or higher
- 4.5.1.3.7. Internet connectivity, plus necessary equipment, training and technical support
- 4.5.1.3.8. Active and available email account

4.5.2. Fiscal Requirements

All provider reporting data must be submitted in the time, manner and format specified by the STATE.

5. Service Activities

5.1. General Requirements

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

5.1.1.1. Provide time-limited services based on an evidence-based practice model conducive to success in meeting academic and/or social goals and objectives in the IEP or MP and Hawaii Content and Performance Standards III (or other performance standards specified by the STATE).

5.1.1.2. In circumstances where the STATE determines that a PROVIDER shall no longer provide a service to a student or where the PROVIDER shall no longer be able to provide a service to a student, the PROVIDER shall assist in the orderly transfer among and between individual providers or STATE personnel. If requested by the STATE, the PROVIDER shall work collaboratively with the STATE, to develop an appropriate and timely transfer plan.

5.1.1.2.1. In cases where a student moves from a district in which the PROVIDER has entered into a valid contract agreement with the STATE to another district that does not hold a contract agreement with the STATE, the STATE may require the PROVIDER to continue and if required, the PROVIDER shall continue servicing the student during an appropriate transfer period as identified by the STATE.

5.1.1.2.2. During the transfer period, the PROVIDER shall invoice the STATE for services rendered according to the Compensation and Rate Schedule for the district in which the PROVIDER has a valid contract agreement.

5.1.1.3. 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 or MP.

- 5.1.1.4. Upon initiation of services and annually prior to the IEP, the BASC 2 shall be administered (this includes the Structured Developmental History, Parent Rating Scale, Teacher Rating Scale, and Self-Report of Personality checklists). It is recommended that the Teacher rating scale be administered by the teacher who works with the child in the setting of difficulty. The report from the BASC 2 data shall be used in the development of a Student Service Plan.
- 5.1.1.5. Develop and review a written Student Service Plan, in collaboration with the student, family, and school prior to initiating such services as may be specified in the IEP/MP. The Student Service Plan should include the student's IEP/MP Goals/Objectives, and all SBBH related sections of the BSP and BASC 2 data. In addition, the Student Service Plan 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.
- 5.1.1.6. Provide written SBBH Quarterly Progress Reports to the IEP/MP Care Coordinator. Quarterly is defined within the context of the school year. The report must be submitted to the IEP/MP Care Coordinator two (2) weeks before the end of the quarter. Provider shall incorporate outcome data findings and the contents of the SBBH Quarterly Progress Report into the eCSSS Quarterly IEP/MP Progress Report.
 - 5.1.1.6.1. Additionally, a written SBBH Quarterly Progress Report is due at the end of each ESY period for students who are eligible for this service during the ESY period.
 - 5.1.1.6.2. Input report data into eCSSS and the SBBH supplemental database or data log systems. (Data to be inputted into eCSSS may include assessment data, service records, IEP/MP Progress Reports, and other required data for contracted services.)
- 5.1.1.7. By the fifth (5th) day of every calendar month, input required data into eCSSS and the SBBH Data Log, reporting on end-of-month student status, as well as student progress and service activities over the entire month. If the 5th day falls on the weekend or a holiday, data input is due on the preceding school day. Data Logs

- shall be submitted to the SSC.
- 5.1.1.8. For any data or report required for input, in the event eCSSS, the SBBH supplemental database or data log 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.
 - 5.1.1.9. Tracking of outcome measures shall, at a minimum, include quarterly completion of the Student Observation System (“SOS”) (part of the BASC-2) in the setting of difficulty. If SOS is not applicable, then an appropriate alternative BASC-2 checklist must be completed, such as, Parent Rating Scale, Teacher Rating Scale, or Self-Report of Personality. Data shall be incorporated into the SBBH Quarterly Progress Report.
 - 5.1.1.10. Provide services at the student’s school, or at a site identified as best suited to address IEP/MP Goals and Objectives. The STATE has final determination of the location of the delivery of service.
 - 5.1.1.11. Sign in at the school office when entering a school campus and sign out when leaving a school campus.
 - 5.1.1.12. A Service Verification Form must be completed and submitted at minimum, on a monthly basis to the IEP/MP Care Coordinator for all services delivered.
 - 5.1.1.13. Wear appropriate identification when visiting a school campus.
 - 5.1.1.14. Maintain appropriate levels of contact (as specified per service) with school staff and families, as directed by the school.
 - 5.1.1.15. Make contact with the school staff and/or student/family within one (1) week of authorization of services and be able to initiate service within two (2) weeks of authorization of services.
 - 5.1.1.16. Engage in the timely scheduling of appointments, processing of documents, and participation in conference meetings.
 - 5.1.1.17. Have competency, and provide proof of such if requested by the STATE, to provide the services, specifically related to the educational implications of moderate to severe social, emotional and/or behavioral deficits.
 - 5.1.1.18. Participate in the General Supervision and Support (GSS) process at the request of the STATE.
 - 5.1.1.19. Participate in student specific meetings when requested by the STATE. Student specific meetings may be held for the purpose of discussing the student’s progress or lack thereof and/or changes in the student service plan between parents and providers. This is an included cost of the underlying service.
 - 5.1.1.20. 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.
 - 5.1.1.21. Adhere to all STATE guidelines relating to specific programs and activities, such as water-related activities.

5.2. Individual Counseling

5.2.1. Service Description

- 5.2.1.1. Individual Counseling services include regularly scheduled, face-to-face sessions with a student using his/her preferred communication mode, and are designed to improve student functioning to allow increased benefits from his/her educational program. These services may be provided in the school, community or home setting or, if appropriate, in the provider's office, in a setting best suited to address IEP/MP Goals and Objectives, as determined by the STATE.
- 5.2.1.2. Individual Counseling includes evidence-based best practice interventions involving written Student Service Plans linked to BASC-2 data results, the behavioral support plans and IEP/MP Goals and Objectives. It also includes cognitive-behavioral strategies, social skills, systemic interventions, crisis planning and facilitating access to other community services and supports as needed to improve overall functioning and increase independence.
- 5.2.1.3. Individual Counseling sessions may include a brief conference with the parent, if appropriate (which shall be included as part of the service). Specific objectives for Individual Counseling sessions may include: reduction of symptoms; increasing behavioral control; improving attention, communication, social, coping, anger management, problem-solving, and other skills. Interventions shall be strengths- and evidence-based and tailored to address identified student needs and shall be evaluated for effectiveness at least quarterly.
- 5.2.1.4. Services are designed to promote healthy functioning and to build upon the natural strengths of the school, student, family, and community resources.
- 5.2.1.5. The provider must have a Student Service Plan for each student seen in Individual Counseling. The Student Service Plan must be in written form, and responds to those IEP/MP Goals and Objectives which pertain to school-based behavioral health needs. The Student Service Plan shall augment the student's current BSP which addresses the student's strengths and emotional-behavioral health needs, by describing the provider's immediate objective(s), specific interventions, and target dates for reaching those objectives. The service plan shall also include the provider's focused intervention plans, as well as aspects of crisis and fade/transition/exit plans that are relevant to the role of the provider of Individual Counseling.
- 5.2.1.6. The intent of the Student Service Plan is not to supplant or redo the IEP/MP or the current BSP, but rather to ensure that it supports the achievement of the IEP/MP/BSP Goals and Objectives.

- 5.2.1.7. Individual Counseling shall include all of the following:
 - 5.2.1.7.1. Access and review all assessment and other historical data available in the student's educational record.
 - 5.2.1.7.2. Participate in the Functional Behavior Assessment/Behavior Support Plan process when requested by the school.
 - 5.2.1.7.3. Assist team with determining eligibility and developing IEP/MP Goals and Objectives.
 - 5.2.1.7.4. Participate as an IEP/MP team member when requested. If the STATE requires the contracted provider to attend an IEP meeting for the student, authorization must come from a STATE administrator affiliated with the IEP team and be billed under Educational Team Planning Participation.
 - 5.2.1.7.5. Develop a Student Service Plan for each student as described above.
 - 5.2.1.7.6. Implement Student Service Plans for individual students. On an ongoing basis, monitor the effect of interventions in meeting objectives and goals.
 - 5.2.1.7.7. Schedule regular sessions to work with student in accordance with the student's IEP/MP.
 - 5.2.1.7.8. Review the Student Service Plan and adjust interventions, refine understanding of student strengths, needs, goals, and monitor student progress at least every thirty (30) days.
 - 5.2.1.7.9. Develop a written crisis plan in collaboration with the student, family, teachers, and other relevant parties.
 - 5.2.1.7.10. Update crisis intervention and transition/exit plans within the service plan based on such reviews.
 - 5.2.1.7.11. Assist with fade/transition/exit planning in collaboration with IEP/MP team as may be required. Review the written fade/transition/exit plan periodically including exit goals, specific target dates for reaching each goal and other included plan details to determine when counseling can appropriately conclude.
 - 5.2.1.7.12. Foster the integration of services across domains (home, school, and community) as needed.

5.2.2. Service Operations

- 5.2.2.1. The PROVIDER shall contact the school/student/family within one (1) week of authorization of services and be able to initiate service within two (2) weeks of authorization of services unless otherwise determined by the IEP/MP Care Coordinator.
- 5.2.2.2. Written Student Service Plan must be completed and provided to the STATE within one (1) week of authorization of services, regularly reviewed, and updated.

- 5.2.2.3. Crisis plan must be completed and provided to the STATE within one (1) week of authorization of services, regularly reviewed, and updated.
 - 5.2.2.4. Fade/Transition/Exit plans must be completed and submitted to the IEP/MP Care Coordinator within two (2) weeks of authorization of services, and reviewed on a regular basis.
 - 5.2.2.5. Input required information into eCSSS and the SBBH supplemental database or data log as required, within the timeframe specified by the STATE.
 - 5.2.2.6. SBBH Quarterly Progress Reports must be completed according to service specifications. Provider shall incorporate the outcome data findings and the contents of the SBBH Quarterly Progress Report into the eCSSS (or other designated database) and submitted to the care coordinator for the IEP/MP quarterly progress report.
 - 5.2.2.7. Evidence of credentialing must be available.
- 5.2.3. Referral Criteria
 The DOE Standards of Practice (“**SOP**”) have been followed and an IEP/MP Team determines the identified student meets at least one (1) of the eligibility criteria as defined in Chapter 61 or 60, and **ALL** of the following:
- 5.2.3.1. The student is experiencing moderate to severe behavioral and/or emotional problems due to a behavioral/mental health disorder, manifested by a moderate to severe risk for self-injury, injury to others, delay in appropriate developmental progress, deterioration in ability to fulfill developmentally appropriate responsibilities, presence of stress-related symptoms, decompensation, or relapse;
 - 5.2.3.2. The identified behavioral and/or emotional problems interfere with student’s ability to gainfully benefit from his/her educational program;
 - 5.2.3.3. There is reasonable expectation that the student shall benefit from this service, e.g., that Individual Counseling shall remediate symptoms and/or improve functioning resulting in improved ability to benefit from his/her educational program; and
 - 5.2.3.4. Less restrictive services are not adequate to meet the student's needs based on the documented response to prior intervention.
- 5.2.4. Authorization (Billable Hours)
- 5.2.4.1. Individual Counseling services can be of varying degrees of intensity and complexity depending upon the student/family/school situation and needs. The IEP/MP team recommends these services based on the students needs. The scope and nature of services are collaboratively determined by the IEP/MP team.
 - 5.2.4.2. Regular sessions are scheduled per the Student Service Plan in response to the IEP/MP/BSP and typically shall be time-limited

and shall decrease in frequency as needs are met and goals are reached. These services are intended to be focused and time-limited with services reduced and discontinued as student is able to function more effectively. The usual course of intervention is six (6) to twenty-four (24) individual sessions, or six (6) months, or as specified per the IEP/MP. A normal session may consist of up to twelve (12) units, or one (1) hour per week of face-to-face Individual Counseling as appropriate for the student's age and demonstrated ability to benefit.

- 5.2.4.3. 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.
- 5.2.4.4. Absence of the eCSSS (or other designated database) Quarterly Progress Report which incorporates the contents of the SBBH Quarterly Progress Report shall be constructive proof that the services did not occur and the amount billed shall be subject to refund.
- 5.2.4.5. Maximum Billable: 48 units per month or Per IEP/MP (1 Unit = 5 Minutes; 12 Units = 1 Hour)

5.2.5. Continuing Service Criteria

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

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

- 5.2.5.1. All referral criteria continue to be met;
- 5.2.5.2. Services are being provided per the IEP/MP as documented in progress reports and plan reviews;
- 5.2.5.3. There are regular and timely assessments, and documentation of student response to interventions. Timely and appropriate modifications to the service plan have been made that are consistent with the student status;
- 5.2.5.4. A fade/transition/exit plan has been formulated, reviewed quarterly, revised if appropriate, and appropriately implemented in a timely manner, identifies specific fade/transition/exit goals to be met, and includes specific target dates for reaching each goal;
- 5.2.5.5. At least one (1) of the following criteria must be met:
 - 5.2.5.5.1. Symptoms or behaviors persist at a level of severity that was documented upon referral, the projected timeframe for attainment of IEP/MP/BSP goals as documented in the progress notes has not been reached, and a less restrictive level of care would not adequately meet student's needs. Note: In this situation the IEP/MP

Team may need to reconvene, and the BSP and service plans may need to be adjusted to better meet the student's needs. If ongoing interventions and adjustments are not effective, alternative services and levels of care may need to be explored;

OR

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

OR

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

OR

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

5.2.6. Verification of Service Session

5.2.6.1. Service session is complete when service records reflecting all contacts have been entered into eCSSS (or other designated database) within forty-eight (48) hours. Such information includes IEP/MP information, service records, progress reports and other professional information or data that the STATE may require for contracted providers; and

5.2.6.2. The provider has completed the Service Verification Form.

5.2.7. Completion of Service

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

5.2.7.1. Targeted symptoms and/or maladaptive behaviors have abated to a level of severity which no longer requires this level of care as documented by attainment of goals in the IEP/MP; OR

5.2.7.2. Student has demonstrated minimal or no progress toward IEP/MP goals for a three month period and appropriate modifications of the BSP and Student Service Plan have been made and implemented with no significant success, suggesting the student is not benefiting

- from Individual Counseling services at this time; OR
- 5.2.7.3. Student exhibits new symptoms and/or maladaptive behaviors which cannot be safely and effectively addressed through Individual Counseling services; OR
 - 5.2.7.4. Student no longer meets referral criteria for this service; OR
 - 5.2.7.5. Student no longer meets eligibility criteria; OR
 - 5.2.7.6. The STATE determines the services of the provider are no longer necessary.

5.2.8. Staffing Requirements

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

- 5.2.8.1. A Hawaii licensed social worker, marriage/family therapist, psychiatric nurse practitioner, psychologist, psychiatrist, OR National Certified Counselor, option C only, **AND** a minimum of two (2) years direct experience working with children and adolescents who are exhibiting severe social, emotional, and behavioral deficits;

OR

- 5.2.8.2. Possess a Doctorate or Masters degree in School Psychology and be eligible to be certified/licensed as a school psychologist by one of the 50 states; with at least two (2) years of direct experience working with children and adolescents who are exhibiting severe social, emotional, and behavioral deficits;

OR

- 5.2.8.3. A Masters degree in Social Work, Marriage/Family Counseling, Psychology, Counseling or Behavioral Science **AND** a minimum of one (1) year of supervised training and experience in the provision of working with children and adolescents who are exhibiting severe social, emotional, and behavioral deficits, **AND** currently working for licensure and under the supervision of personnel meeting the criteria of a licensed Doctorate or Masters professional;

OR

- 5.2.8.4. Licensed Mental Health Counselor in the State of Hawaii, with a minimum of two (2) years direct experience working with children and adolescents who are exhibiting severe social, emotional, and behavioral deficits.

5.2.9. Documentation

Provider shall complete in eCSSS documentation of services within forty-eight (48) hours of the date of service. PROVIDERS shall be required to input information into the 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/documentation utilizing a designated format. In the event a paper system is instituted, the same timelines for reports/documentation shall apply.

Specific required documentation includes all of the following:

- 5.2.9.1. Develop and review a written Student Service Plan with the student, family, and school prior to initiating such services as may be specified in the IEP/MP. Contracted providers are required to utilize the specified Student Service Plan. Further review the Student Service Plan with the student, family and school as required. The Student Service Plan should reference IEP/MP Goals and Objectives, include all SBBH related aspects of the student's BSP and add planning information and details to be utilized by the provider in effectively providing SBBH service(s) to address the student's goals and objectives. The Student Service Plan shall be turned in to the IEP/MP Care Coordinator within one (1) week of authorization of services.
- 5.2.9.2. Develop a written crisis plan in collaboration with other involved professionals, and review the plan with the student, family and school within one (1) week of authorization of services. The plan is to be signed by all parties involved in the review. Update this plan as needed to effectively meet changing student needs in relation to family and school staff capacity to implement this plan. The crisis plan shall be documented that it was reviewed quarterly.
- 5.2.9.3. Prepare written fade/transition and exit plans within two (2) weeks of authorization of services. Review with the student/family/school within two (2) weeks of authorization of services and update these plans as needed.
- 5.2.9.4. Each service session shall require the completion of a service record in eCSSS through the Service Log within forty-eight (48) hours. When service records cannot be entered into eCSSS, a hard copy progress note shall be retained in the student file. The note shall include the following:
 - 5.2.9.4.1. Name of Student, Grade, School, date services began
 - 5.2.9.4.2. Date, Start Time and duration of Service
 - 5.2.9.4.3. Printed Provider name and title
 - 5.2.9.4.4. Summary of session:
 - Focus of Session: State IEP/MP Goal or BSP targeted behavior or Service Plan Goal for this session
 - Evidence-Based Intervention
 - Description of session activity and supporting data
 - Progress descriptors:
 - Mastered Skill
 - Improving Performance
 - No Change

- Declining Performance
- Insufficient Data

5.2.9.4.5. Signature of Provider and Title

- 5.2.9.5. The provider shall input information in the eCSSS modules as may be required for each service description. Such information includes IEP/MP information, service records, progress reports and other professional information or data that the STATE may require.
- 5.2.9.6. By the 5th of every calendar month, input required data into eCSSS and the SBBH supplemental database or data log, reporting on the student's end-of-month status, as well as service activities and student progress over the entire month. If the 5th falls on the weekend or a holiday, data input is due on the preceding school day.
- 5.2.9.7. Tracking of outcome measures shall, at a minimum, include quarterly completion of the BASC-2 SOS in the setting of difficulty. If SOS is not applicable, then an appropriate alternative BASC-2 checklist must be completed, such as, Parent Rating Scale, Teacher Rating Scale, or Self-Report of Personality. Data shall be incorporated into the SBBH Quarterly Progress Report.
- 5.2.9.8. SBBH Quarterly Progress Reports must address student progress in meeting IEP/MP goals, and shall be completed and made available to the student's IEP/MP Care Coordinator two (2) weeks before the end of the quarter. Also, a report is due at the end of each ESY period, if student is eligible for ESY. The provider shall be responsible for providing measurable outcome data to assess the effectiveness of this service. Provider shall incorporate the outcome data findings and the contents of the SBBH Quarterly Progress Report into the eCSSS (or other designated database).

5.3. Group Counseling

5.3.1. Service Description

- 5.3.1.1. Group Counseling services include regularly scheduled membership in service provider facilitated groups of three (3) to six (6) students, and is designed to improve student functioning in their identified areas of concern
- 5.3.1.2. Group Counseling services are both focused, evidence-based and typically time-limited. Students shall be exited from the group when appropriate IEP/MP and BSP Goals and Objectives are reached. Group counselors may utilize verbal instruction, modeling, coaching, role-playing, behavioral practice and other group-oriented experiential techniques.
- 5.3.1.3. Specific goals may include: skill development, reduction of reoccurring problem behaviors; reduction of symptoms; increase in behavioral control; and improved attention, communication, social,

- recreational, coping, anger management, problem-solving, and other daily educational or living skills. Interventions utilized should be strengths- and evidence-based and tailored to address identified needs of the individual student.
- 5.3.1.4. Services are designed to promote healthy independent functioning and to build upon the natural strengths of the student and community resources.
 - 5.3.1.5. The provider shall have a Student Service Plan for each student seen in Group Counseling. The Student Service Plan must be in written form, and responds to those IEP/MP Goals and Objectives which pertain to school-based behavioral health needs. The Student Service Plan shall augment the student's current BSP, which addresses the student's emotional-behavioral health needs, by describing the provider's immediate objective(s), specific interventions, and target dates for reaching those objectives. The Student Service Plan shall also include the provider's focused intervention plans, as well as aspects of crisis and transition/exit plans that are relevant to the role of the provider of Group Counseling.
 - 5.3.1.6. The intent of the Student Service Plan is not to supplant or redo the IEP/MP or the current BSP but rather to ensure that it supports the achievement of the IEP/MP/BSP Goals and Objectives.
 - 5.3.1.7. Group Counseling shall include all of the following:
 - 5.3.1.7.1. Access and review all assessment and other historical data available in the student's educational record.
 - 5.3.1.7.2. Participate in the Functional Behavior Assessment/Behavior Support Plan process when requested by the school.
 - 5.3.1.7.3. Assist team with determining eligibility and developing IEP/MP Goals and Objectives.
 - 5.3.1.7.4. Participate as an IEP/MP team member when requested by the school. If the STATE requires the contracted provider to attend an IEP meeting for the student, authorization must come from a STATE administrator affiliated with the IEP/MP team and be billed under Educational Team Planning Participation.
 - 5.3.1.7.5. Develop a Student Service Plan for each student as described above.
 - 5.3.1.7.6. Implement Student Service Plans for individual students. On an ongoing basis, monitor the effect of interventions in meeting objectives and goals.
 - 5.3.1.7.7. Schedule regular sessions to work with student in accordance with the student's IEP/MP.
 - 5.3.1.7.8. Review the Student Service Plan and adjust interventions, refine understanding of student strengths,

needs, goals, and monitor student progress at least every thirty (30) days.

- 5.3.1.7.9. Develop a written crisis plan in collaboration with the student, family, teachers, and other relevant parties.
- 5.3.1.7.10. Update crisis intervention and transition/exit plans within the Student Service Plan based on such reviews.
- 5.3.1.7.11. Assist with transition/exit planning in collaboration with IEP/MP team as may be required. Review the written transition/exit plan periodically including exit goals, specific target dates for reaching each goal and other included plan details to determine when counseling can appropriately conclude.
- 5.3.1.7.12. Foster the integration of services across domains (home, school, and community) as needed.

5.3.2. Service Operations

- 5.3.2.1. The provider shall contact the school/student/family within one (1) week of authorization of services and be able to initiate service within two (2) weeks of authorization of services unless otherwise determined by the IEP/MP Care Coordinator.
- 5.3.2.2. Written Student Service Plan must be completed and provided to the STATE within one (1) week of authorization of services, regularly reviewed, and updated.
- 5.3.2.3. Crisis plan must be completed and provided to the STATE within one (1) week of authorization of services, regularly reviewed, and updated.
- 5.3.2.4. Transition/Exit plans must be completed and submitted within two (2) weeks of authorization of services, to the IEP/MP Care Coordinator and reviewed on a regular basis.
- 5.3.2.5. Input required information into eCSSS (or other designated database) and the SBBH supplemental database or data log as required, and within the timeframe specified by the STATE.
- 5.3.2.6. SBBH Quarterly Progress Reports must be completed according to service specifications. Provider shall incorporate the outcome data findings and the contents of the SBBH Quarterly Progress Report into the eCSSS (or other designated database).
- 5.3.2.7. Evidence of credentialing must be available.

5.3.3. Referral Criteria

The DOE SOP have been followed and an IEP or MP Team determines the identified student meets at least one (1) of the eligibility criteria as defined in Chapter 61 or 60, and **ALL** of the following:

- 5.3.3.1. The student is experiencing moderate to severe behavioral and/or emotional problems due to a behavioral disorder, manifested by a moderate to severe risk for self-injury, injury to others, delay in appropriate developmental progress, deterioration in ability to

- fulfill developmentally appropriate responsibilities, presence of stress-related symptoms, decompensation, or relapse;
- 5.3.3.2. The identified behavioral and/or emotional problems interfere with student's ability to gainfully benefit from his/her educational program;
 - 5.3.3.3. There is reasonable expectation that the student shall benefit from this service, e.g., that Group Counseling shall remediate symptoms and/or improve functioning resulting in improved ability to benefit from his/her educational program; AND
 - 5.3.3.4. Less restrictive services are not adequate to meet the student's needs based on the documented response to prior intervention.
- 5.3.4. Authorization (Billable Hours)
- 5.3.4.1. Group Counseling services can be of varying degrees of intensity and complexity depending upon the student's situation and needs. Regular sessions are scheduled per the service plan in response to the IEP/MP and BSP and typically shall be time-limited and shall decrease in frequency as needs are met and goals are reached.
 - 5.3.4.2. The IEP/MP Team recommends these services. The scope and nature of services are collaboratively determined by the IEP/MP.
 - 5.3.4.3. A normal session should consist of twelve (12) units, or a one (1) hour session per month of Group Counseling.
 - 5.3.4.4. If procured, the unit cost shall reflect a 5-minute unit rate. The rate shall reflect the cost for providing the service to the individual student(s), not the group (Reminder: Group Counseling is limited to groups of three (3) to six (6) students, and no larger).
 - 5.3.4.5. Telephone contacts, documentation and 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.
 - 5.3.4.6. Absence of the eCSSS (or other designated database) Quarterly Progress Report which incorporates the contents of the SBBH Quarterly Progress Report shall be constructive proof that the services did not occur and the amount billed shall be subject to refund.
 - 5.3.4.7. Maximum Billable: 48 units per month or per IEP/MP (1 Unit = 5 Minutes; 12 Units = 1 Hour)
- 5.3.5. Continuing Service Criteria
Continuation of services shall be based on the student's progress toward IEP/MP Goals and Objectives.
- All of the following criteria must be met, as determined by IEP/MP Team review of service documentation, plans and *progress* as specified in the Student Service Plan, BSP, and IEP/MP:
- 5.3.5.1. All referral criteria continue to be met;

- 5.3.5.2. Services are being provided per the IEP/MP, as documented in progress reports and plan reviews;
- 5.3.5.3. There are regular and timely assessments, and documentation of student/family response to interventions. Timely and appropriate modifications to the Student Service Plan have been made that are consistent with the student's IEP/MP Goals and Objectives;
- 5.3.5.4. A transition/exit plan has been formulated, regularly reviewed, revised if appropriate, and appropriately implemented in a timely manner, identifies specific transition/exit goals to be met, and includes specific target dates for reaching each goal;
- 5.3.5.5. At least one (1) of the following criteria must be met:
 - 5.3.5.5.1. Symptoms or behaviors persist at a level of severity that was documented upon referral, the projected timeframe for attainment of IEP/MP/BSP goals as documented in the progress notes has not been reached, and a less restrictive level of care would not adequately meet student's needs. Note: In this situation the IEP/MP Team may need to reconvene, and the BSP and Student Service Plan may need to be adjusted to better meet the student's IEP/MP Goals and Objectives. If ongoing treatment and adjustments are not effective, alternative services and levels of care may need to be explored;
OR
 - 5.3.5.5.2. Student is demonstrating progress, and although behavioral goals/objectives have not yet been met, there is reason to believe that goals can be met with continued Group Counseling services, and a less intensive level of care would not adequately meet the student's IEP/MP Goals and Objectives;
OR
 - 5.3.5.5.3. Minimal progress toward behavioral goals has been demonstrated, the BSP and Student Service Plan have been modified to more effectively address needs, and there is reason to believe that goals can be met by continuing Group Counseling services, and a less intensive level of care would not adequately meet the student's IEP/MP Goals and Objectives;
OR
 - 5.3.5.5.4. New symptoms or maladaptive behaviors have emerged, the BSP and Student Service Plan have been modified to address these additional needs, the needs can be safely and effectively addressed through Group Counseling services, and a less intensive level of care would not adequately meet the student's IEP/MP Goals and Objectives.

5.3.6. Verification of Service Session

- 5.3.6.1. Service session is complete when service records reflecting all contacts have been entered into eCSSS (or other designated database) within forty-eight (48) hours. Such information includes IEP/MP information, service records, progress reports and other professional information or data that the STATE may require from contracted providers; and
- 5.3.6.2. The provider has completed the Service Verification Form.

5.3.7. Completion of Service

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

- 5.3.7.1. Targeted symptoms and/or maladaptive behaviors have abated to a level of severity which no longer requires this level of care as documented by attainment of goals in the IEP/MP; OR
- 5.3.7.2. Student has demonstrated minimal or no progress toward IEP/MP goals for a **three month period** and appropriate modifications of the BSP and Student Service Plan have been made and implemented with no significant success, suggesting the student is not benefiting from Group Counseling services at this time; OR
- 5.3.7.3. Student exhibits new symptoms and/or maladaptive behaviors which cannot be safely and effectively addressed through Group Counseling services; OR
- 5.3.7.4. Student no longer meets referral criteria for this service; OR
- 5.3.7.5. Student no longer meets eligibility criteria; OR
- 5.3.7.6. The STATE determines the services of the provider are no longer necessary.

5.3.8. Staffing Requirements

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

- 5.3.8.1. A Hawaii licensed social worker, marriage/family therapist, psychiatric nurse practitioner, psychologist, psychiatrist, OR National Certified Counselor, option C only, **AND** a minimum of two (2) years direct experience working with children and adolescents who are exhibiting severe social, emotional, and behavioral deficits;
OR
- 5.3.8.2. Possess a Doctorate or Masters degree in School Psychology and be eligible to be certified/licensed as a school psychologist by one (1) of the 50 states; with at least two (2) years of direct experience working with children and adolescents who are exhibiting severe social, emotional, and behavioral deficits;
OR

5.3.8.3. A Masters degree in Social Work, Marriage/Family Counseling, Psychology, Counseling or Behavioral Science **AND** a minimum of one (1) year of supervised training and experience in the provision of working with children and adolescents who are exhibiting severe social, emotional, and behavioral deficits, **AND** currently working for licensure and under the supervision of personnel meeting the criteria of a licensed Doctorate or Masters professional;

OR

5.3.8.4. Licensed Mental Health Counselor in the State of Hawaii, with a minimum of two (2) years direct experience working with children and adolescents who are exhibiting severe social, emotional, and behavioral deficits;

5.3.9. Documentation

Provider shall complete in eCSSS documentation of services within forty-eight (48) hours of the date of service. PROVIDERS shall be required to input information into the eCSSS modules, if appropriate. In the event eCSSS is amended or unavailable, the PROVIDER shall use the data system specified, or alternatively reporting/documentation utilizing a designated format. In the event a paper system is instituted, the same timelines for reports/documentation shall apply.

Specific required, the STATE may authorize substitution of hard copy documentation includes all of the following:

5.3.9.1. Develop and review a (written) Student Service Plan with the student, family, and school prior to initiating such services as may be specified in the IEP/MP. Further review the Student Service Plan with the student, family and school as required. The Student Service Plan should reference IEP/MP Goals and Objectives, include all SBBH related aspects of the student's BSP and add planning information and details to be utilized by the provider in effectively providing SBBH service(s) to address the student's goals and objectives. The Student Service Plan shall be turned in to the IEP/MP Care Coordinator within one (1) week of authorization of services.

5.3.9.2. Develop a written crisis plan in collaboration with other involved professionals, and review the plan with the student, family and school within one (1) week of authorization of services. The plan is to be signed by all parties involved in the review. Update this plan as needed to effectively meet changing student needs in relation to family and school staff capacity to implement the plan.

5.3.9.3. Prepare written transition and exit plans within two (2) weeks of authorization of services. Review with the student/family/school within two (2) weeks of authorization of services and update these

- plans as needed.
- 5.3.9.4. Each service session shall require the completion of a service record in eCSSS through the Service Log within forty-eight (48) hours. When service records cannot be entered into eCSSS, a hard copy progress note shall be retained in the student file. The note shall include the following:
- 5.3.9.4.1. Focus of Session: State IEP/MP Goal or BSP targeted behavior or Service Plan Goal for this session
 - 5.3.9.4.2. Evidence-Based Intervention
 - 5.3.9.4.3. Description of session activity and supporting data
 - 5.3.9.4.4. Progress descriptors:
 - Mastered Skill
 - Improving Performance
 - No Change
 - Declining Performance
 - Insufficient Data
 - 5.3.9.4.5. Signature of Provider and Title
- 5.3.9.5. The provider shall input information in the eCSSS modules as may be required for each service description. Such information includes IEP/MP information, service records, progress reports and other professional information or data that the STATE may require.
- 5.3.9.6. By the 5th of every calendar month, input required data into eCSSS and the SBBH supplemental database or data log, reporting on the student's end-of-month status, as well as service activities and student progress over the entire month. If the 5th falls on the weekend or a holiday, data input is due on the preceding school day.
- 5.3.9.7. Tracking of outcome measures shall, at a minimum, include quarterly completion of the BASC-2 SOS in the setting of difficulty. If the SOS is not applicable, then an appropriate alternative BASC-2 checklist must be completed, such as, Parent Rating Scale, Teacher Rating Scale, or Self-Report of Personality. Data shall be incorporated into the SBBH Quarterly Progress Report.
- 5.3.9.8. SBBH Quarterly Progress Reports must address student progress in meeting IEP/MP goals, and shall be completed and made available to the student's IEP/MP Care Coordinator two (2) weeks before the end of the quarter. Also, a report is due at the end of each ESY period, if student is eligible for ESY. The provider shall be responsible for providing measurable outcome data to assess the effectiveness of this service. Provider shall incorporate the outcome data findings and the contents of the SBBH Quarterly Progress Report into the eCSSS (or other designated database).

5.4. Parent Counseling/Training

5.4.1. Service Description

- 5.4.1.1. The purpose of Parent Counseling/ Training is to educate parents or legal guardians (with whom the student resides) in understanding the special needs of their student who is exhibiting severe social, emotional, and/or behavioral deficits. This service may also be provided to help parents acquire and practice the skills that shall support the implementation of their child's IEP or Section 504 MP in the home. The intent of this service is to realize reasonable benefit to the educational progress of the student.
- 5.4.1.2. Topics of instruction may include, but are not limited to information relating to their student's disability and related diagnosis; techniques useful for addressing behavioral issues, implementing a behavior support plan and information about evidence-based strategies.
- 5.4.1.3. Interventions shall be evidence-based and tailored to address identified student needs consistent with IEP/MP/BSP Goals and Objectives. Services are designed to promote and build upon the natural strengths of the student, family and community resources.
- 5.4.1.4. Parent Counseling/Training interventions shall focus on the implementation of the IEP/MP goals and may include:
 - 5.4.1.4.1. Assisting the family with developing and maintaining appropriate structure within the home.
 - 5.4.1.4.2. Assisting the family with the development of effective parenting skills and child management techniques.
 - 5.4.1.4.3. Assisting the family with developing an increased understanding of their child's symptoms and problematic behaviors, developing effective strategies to address these issues, and encouraging an emphasis on building upon the family and student strengths.
 - 5.4.1.4.4. Facilitating involvement and access to community supports and resources as needed.

5.4.2. Service Operations

Parent Counseling/Training shall include all of the following:

- 5.4.2.1. Initial appointment with student/family must be scheduled within two (2) weeks of authorization of services or per instructions of the IEP/MP Care Coordinator.
- 5.4.2.2. The provider shall develop a Parent Counseling/Training Service Plan that includes topics of instruction that shall address the training needs of the parent as identified by the IEP/MP team.
- 5.4.2.3. The Parent Counseling/Training service plan shall be completed and submitted to the classroom teacher within one (1) week following authorization of services. The STATE shall have final approval of any and all training plans.
- 5.4.2.4. The provider shall contact the parent to initiate services after discussion with the STATE on the topics and/or areas to be

covered within one (1) week following the Parent Counseling/Training Service Plan approval by the STATE.

- 5.4.2.5. Parent Counseling/Training may be scheduled to accommodate 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 provider 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.
- 5.4.2.6. The provider shall also be required to monitor the effectiveness of the Parent Counseling/Training 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 plan.
- 5.4.2.7. Data shall be kept for each session as to the progress made by parents/legal guardians receiving this service.
- 5.4.2.8. The Parents/Legal Guardians inability to acquire the skills/knowledge or lack of participation shall also be required to be documented and may result in the IEP/MP team revisiting the need for this service.
- 5.4.2.9. A Parent Counseling/Training report shall be completed and submitted every quarter to the IEP/MP Care Coordinator. Failure to submit the quarterly report and measurable outcome data shall be constructive proof that the event did not occur and any payments made shall be subject to refund.
- 5.4.2.10. The provider shall not specify a particular service, program, other provider, or eligibility status. All recommendations shall be supported by evidence-based research. Failure to adhere to this requirement shall result in the immediate removal of the provider by the STATE.
- 5.4.2.11. A crisis plan (if necessary) for the child must be completed and provided to the STATE within one (1) week of authorization of services, and reviewed quarterly and updated to ensure parent understands what do when their child goes into crisis.
- 5.4.2.12. Fade/Transition/Exit plans must be completed and explained to the parent/legal guardian and submitted within two (2) weeks of authorization of services to the Care Coordinator, and reviewed each quarter to determine if the IEP/MP team needs to revisit the need for this service.

5.4.3. Referral Criteria

- 5.4.3.1. The school administrator/DES has determined that the STATE does not have the personnel capacity to provide Parent Counseling/Training,

AND all of the following

- 5.4.3.2. The parent needs information about their child's special needs or disability.
 - 5.4.3.3. The problems the child is experiencing may be solved by providing the parent with information specific to the child's special needs.
 - 5.4.3.4. It is necessary for the parent to implement a portion of the child's IEP/MP.
 - 5.4.3.5. The parent needs to be trained with the skills to implement a portion of the IEP/MP Goals and Objectives.
 - 5.4.3.6. Direct family involvement in interventions is essential to the student's progress.
- 5.4.4. Authorization (Billable Hours)
- 5.4.4.1. A billable event consists of face-to face contact with the Parents/Legal Guardian who are the recipients of the Parent Counseling/Training services.
 - 5.4.4.2. A normal session should consist of twelve (12) units or one (1) hour per month of face-to-face Parent Counseling/Training.
 - 5.4.4.3. Note: Telephone contacts, documentation or reporting requirements, and logistical planning/preparation shall be an included cost of the service. There is no payment for time spent on phone calls, travel time, wait time, no-shows, or cancellations.
 - 5.4.4.4. Absence of any of the required documentation shall be constructive proof that the services did not occur and the amount billed shall be subject to refund.
 - 5.4.4.5. Provider shall incorporate the contents of the Quarterly Progress Report into the eCSSS Quarterly Progress Report.
 - 5.4.4.6. Maximum Billable: 48 units per month or per the IEP/MP (1 Unit = 5 Minutes; 12 Units = 1 Hour)
- 5.4.5. Continuing Service Criteria
Parent Counseling/ 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 Counseling/Training service plan and result in progress as evidenced by collected data.
- 5.4.6. Verification of Service Session
- 5.4.6.1. Service session is complete when progress note reflecting all contacts have been documented. Such information includes IEP/MP information, progress notes and reports and other professional information or data that the STATE may require from contracted providers; and
 - 5.4.6.2. The provider has completed the Service Verification Form.

5.4.7. Completion of Service

5.4.7.1. Parent Counseling/Training is complete when the following are complete:

5.4.7.1.1. Parent Counseling/Training service plans have been implemented and completed; OR

5.4.7.1.2. The STATE determines that the services of the provider are no longer necessary, OR

5.4.7.1.3. The IEP/MP team determined that the provision of this service is no longer needed.

5.4.8. Staffing Requirements

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

5.4.8.1. Hawaii license and/or certification for Doctorate in Psychology (PhD or PsyD), or Special Education, or Speech and Language Pathology, or Social Work, **AND** a minimum of two (2) years direct experience working with parents who have children who are exhibiting severe social, emotional, communication and behavioral deficits:

OR

5.4.8.2. A Masters degree with a Hawaii license and/or certification in Social Work, Marriage/Family Counseling, Psychology, Counseling, Behavioral Sciences, Special Education, or Speech and Language Pathology, **AND** a minimum of three (3) years of direct experience working with parents who have children who are exhibiting severe social, emotional, communication and behavioral deficits;

OR

5.4.8.3. Possess a Doctorate or Masters degree in School Psychology and be eligible to be certified/licensed as a school psychologist by one (1) of the 50 states; with at least two (2) years of direct experience working with parents who have children who are exhibiting severe social, emotional, communication and behavioral deficits;

OR

5.4.8.4. A Masters degree in Social Work, Marriage/Family Counseling, Psychology, Counseling or Behavioral Science **AND** a minimum of one (1) year of supervised training and experience in the provision of working with parents who have children who are exhibiting severe social, emotional, communication and behavioral deficits, **AND** currently working under the supervision of personnel meeting the criteria of licensed Doctorate or Masters professional.

OR

5.4.8.5. Be a Licensed Mental Health Counselor in the State of Hawaii, having at least three (3) years of direct experience working with

parents who have children who are exhibiting severe social, emotional, communication and behavioral deficits;

OR

- 5.4.8.6. Have a Masters or Doctorate degree in Education or in one of the fields listed above **AND** be a Board Certified Behavior Analyst having at least two (2) years of direct experience working with parents who have children who are exhibiting severe social, emotional, and behavioral deficits.

5.4.9. Documentation

- 5.4.9.1. Provider shall create a Parent Counseling/Training Service Plan based on the IEP/MP goals for the child that the parent needs to implement. The plans must include specific concepts/skills in which training is being provided. Data shall be kept on the Parents/Legal Guardians' progress or lack of progress in acquiring the specific concepts/skills identified.
- 5.4.9.2. Parent Counseling/Training Service Plan should include a crisis plan for the child (if applicable) and the skills the parent needs to implement when a crisis occurs. The crisis plan shall be documented that it was reviewed quarterly.
- 5.4.9.3. A Parent Counseling/Training Quarterly Report, including supporting data, shall be provided to the IEP/MP Care Coordinator on a quarterly basis. The Provider shall be responsible for providing measurable outcome data to assess the effectiveness of this service. Absence of the Parent Counseling/Training quarterly report and data shall be constructive proof that the event did not occur and the amount billed subject to refund.
- 5.4.9.4. Each service session shall require the completion of a service record in eCSSS through the Service Log within forty-eight (48) hours. When service records cannot be entered into eCSSS, a hard copy progress note shall be retained in the student file.
- Documentation of a service shall include:
- 5.4.9.4.1. Name of Student, Grade, School, date services began
- 5.4.9.4.2. Service Date, Start Time and duration of Service
- 5.4.9.4.3. Printed provider name and title
- 5.4.9.4.4. Summary of session:
- Focus of Session: State IEP/MP Goal or BSP targeted behavior or Service Plan Goal for this session
 - Evidence-Based Intervention
 - Description of session activity and supporting data for skill practice
 - Progress descriptors:
 - Mastered Skill
 - Improving Performance
 - No Change

- Declining Performance
- Insufficient Data
- Signature of Provider and Title

5.5. Educational Team Planning and Participation

5.5.1. Service Description

5.5.1.1. Educational Team Planning and Participation provides time 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 (“**FBA**”) or Behavioral Support Plan (“**BSP**”), at the request of the STATE. The provider shall not bring data and/or proposed IEP/MP Goals/Objectives for a student to an IEP/MP without first discussing/sharing it with the student’s teacher and/or Care Coordinator.

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

5.5.1.2.1. Attendance at an IEP/MP or FBA/BSP meeting;

5.5.1.2.2. Completion of an IEP/MP, or FBA/BSP, as needed, identifying goals, measurable objectives and interventions based on student evaluation data;

5.5.1.2.3. Documented verification of attendance such as the Service Verification Form; and

5.5.1.2.4. Documentation shall occur for each meeting in the student’s progress notes and documentation of services in eCSSS, if applicable. The narrative should include the topic discussed and the outcome of the provider’s participation.

5.5.2. Service Operations

5.5.2.1. The provider shall ensure that adequate representation is available at the IEP/MP or FBA/BSP meeting at the request of the STATE.

5.5.2.2. Participation in education planning is documented in the student’s IEP/MP.

5.5.2.3. Copy of the IEP/MP and FBA/BSP are included in the student’s record.

5.5.3. Referral Criteria

5.5.3.1. The student has an IEP/MP; and

5.5.3.2. The STATE identifies that participation of the provider in the IEP/MP or FBA/BSP meeting would be educationally beneficial.

5.5.4. Authorization (Billable Hours)

5.5.4.1. Prior authorization of services 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.

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

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

5.5.4.4. Maximum Billable: Limited to actual time spent at the meeting. (1 unit = 5 minutes, 12 units = 1 hour)

5.5.5. Completion of Service

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

5.5.5.1. Participation at the education planning meeting is completed; and

5.5.5.2. Documented verification of attendance, such as the Service Verification Form, and any required documentation in eCSSS is completed.

5.5.6. Staffing Requirements

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

5.5.7. Documentation

Provider shall complete in eCSSS, documentation of services within forty-eight (48) hours of the date of service. PROVIDERS shall be required to input information into the 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/documentation utilizing a designated format. In the event a paper system is instituted, the same timelines for reports/documentation shall apply.

5.6. **School Consultation**

5.6.1. Service Description

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

5.6.1.2. School Consultation shall include all of the following:

5.6.1.2.1. School consultation is a collaborative process, which serves to better link a student's BSP with his/her IEP/MP. School consultation facilitates communication between school personnel and behavioral health

providers, between home and school, as well as between various school staff, such as between regular and special educators. While the focus of consultation is on behavioral management issues, it can include organizational management of the classroom (e.g., seating arrangements, scheduling) and transitions to boost the efficacy of inclusion of children with disabilities. The provider can provide general and intervention-specific information on particular behavioral disorders (e.g., Attention-Deficit/Hyperactivity Disorder, Tourette's Disorder) as well as certain social emotional variables (e.g., low self-esteem, poor achievement motivation, lack of social skills competence) and their potential impact on classroom performance.

5.6.1.2.2. School consultation generally includes a face-to-face contact of a provider with teacher, administrator or other school personnel for the purpose of sharing information and facilitating communication. The contact may, however, be made by phone if the school visitation is not feasible and the goals of that consultation can be accomplished long-distance (e.g., helping a teacher understand emotional and behavior disorders).

5.6.1.2.3. The following responsibilities of the school consultant are important to insure collaboration and efficacy:

- Accessing and reviewing pertinent educational and mental health data available in the student's clinical record.
- Adhering to school protocols regarding rules and responsibilities on school campus.
- Conducting classroom observation(s), if needed, to witness student's functioning in the school setting.
- Holding consultation meetings with appropriate school personnel to discuss specific issues/interventions related to student's school performance.
- Completing progress note and placing in eCSSS (or other designated database) within forty-eight (48) hours.

5.6.2. Service Operations

Progress notes shall be completed according to standards and placed in the student's records/eCSSS (or other designated database) within forty-eight (48) hours.

5.6.3. Referral Criteria

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

5.6.4. Authorization (Billable Hours)

5.6.4.1. Prior authorization of services by the STATE is required for each consultation event. School consultation is limited to twelve (12) units per one (1) episode. However, twenty-four (24) units per episode shall be allowed if a classroom observation is conducted.

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

5.6.4.3. Maximum Billable: 24 units (1 unit = 5 minutes, 12 units = 1 hour)

5.6.5. Completion of Service

The service is completed when progress notes are completed according to standards and placed in student's records within forty-eight (48) hours of the date of service reflecting issues and behavior management strategies discussed, as well as school personnel's receptivity to the consultation intervention.

5.6.6. Staffing Requirements

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

5.6.7. Documentation

5.6.7.1. Provider shall complete in eCSSS documentation of services within forty-eight (48) hours of the date of service. Providers shall be required to input information into the 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/documentation utilizing a designated format. In the event a paper system is instituted, the same timelines for reports/documentation shall apply.

5.6.7.2. Documentation shall include:

5.6.7.2.1. Input information in the eCSSS (or other designated database) modules such as IEP/MP, visit log, progress report and other modules that the STATE requires.

5.6.7.2.2. Enter data into eCSSS (or other designated database) on a weekly basis within forty-eight (48) of service provision.

5.6.7.2.3. Data entry into eCSSS (or other designated database) must be completed before invoice submission and payment.

5.7. Court/Due Process Hearing Testimony

5.7.1. Service Description

- 5.7.1.1. 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 is in addition to a State representative's (i.e., Deputy Attorney General and/or STATE personnel) presence in court and is intended to ensure that the court has access to all relevant information needed.
- 5.7.1.2. Court/Due Process Hearing Testimony shall include all of the following:
 - 5.7.1.2.1. Attending court or due process hearings as specifically requested by the STATE to present relevant educational data or other information needed.
 - 5.7.1.2.2. 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.
 - 5.7.1.2.3. Recommendations are based on the presenting needs of the student. Recommendations shall not be accepted regarding specific services, placement, methodology, or persons (e.g., student requires day treatment).
 - 5.7.1.2.4. Reports to be submitted to the STATE for review two (2) weeks prior to the scheduled hearing date.
 - 5.7.1.2.5. Documented verification of attendance at a court or due process hearing by the STATE, such as a Service Verification Form.

5.7.2. Service Operations

- 5.7.2.1. Present testimony at the court hearing or due process hearing, as requested by the STATE.
- 5.7.2.2. The report, if requested, must be signed by the appropriate professional.

5.7.3. Referral Criteria

- 5.7.3.1. Student has an IEP or MP;
- 5.7.3.2. Student has a scheduled court hearing or due process hearing; and
- 5.7.3.3. The STATE identifies that participation by the provider would be helpful to the court or hearings officer in understanding the student's case.

5.7.4. Authorization (Billable Hours)

5.7.4.1. Prior authorization of services 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 school administrator or the DOE District Educational Specialist prior to the authorization of services.

5.7.4.2. Maximum Billable = up to 24 units. (1 unit = 5 minutes, 12 units = 1 hour)

5.7.5. 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.

5.7.6. Staffing Requirements

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

5.7.7. Documentation

5.7.7.1. Report as specified under Service Description, if necessary.

5.7.7.2. Documented verification of attendance, such as the Service Verification Form, and any required documentation in eCSSS is completed.

5.7.7.3. Documentation shall occur for each scheduled court hearing or due process hearing in the documentation of services in eCSSS.

Attachment 1
Contract Minimum and Special Conditions

1. CONTRACT ADMINISTRATOR

For purposes of this Contract, the person named below or his/her duly authorized representative or successor in office is designated Contract Administrator (CA). The CA may be contacted as follows:

Contract Administrator:	Dr. Steven Shiraki, Administrator
Telephone Number:	(808) 735-6225
e-mail Address:	steve_shiraki@notes.k12.hi.us

The CA is responsible for:

- 1.1 the terms, conditions, quantities, specifications, scope of services, other contract terms, and all decisions relating to the Contract;
- 1.2 monitoring the PROVIDER's work, documenting that PROVIDER maintains the required insurance coverage (if applicable), resolving contract disputes and discrepancies, evaluating the work of the PROVIDER, assuring the services or goods are delivered as required in the Contract, and processing payment for services rendered; and
- 1.3 notifying Procurement & Contracts Branch in the event of change in scope of work, change in the performance period, increase or decrease in total compensation, and/or changes in any other contract terms.

Notwithstanding the responsibilities set forth hereinabove, any coordination of services falling outside those articulated above shall remain with the head of the purchasing agency, as set forth in the attached General Conditions (see General Conditions, paragraph 3.1, entitled "Coordination of Services by the STATE.").

2. POINT OF CONTACT

The CA has designated the following person as Point-of-Contact (POC) for this Contract. As such, the POC should be the initial contact on all matters related to this Contract. The POC can be contacted as follows:

POC:	Kelly A. Stern, State Educational Specialist
Telephone Number:	(808) 735-6225
e-mail Address:	kelly_stern@notes.k12.hi.us

3. PROVIDER'S POINT OF CONTACT

The PROVIDER's primary point of contact shall be identified upon award of contract.

The PROVIDER shall notify the STATE, verbally within twenty-four (24) hours, upon the occurrence of any of the events indicated below:

- 3.1. Change in the PROVIDER's business address or phone number;
- 3.2. Change in the PROVIDER's tax identification number; or
- 3.3. Any other situation that could reasonably be expected to affect the PROVIDER's ability to carry out its obligation under this Contract.

4. CASE ASSIGNMENTS

Under the terms of this Contract, the right to assign a case to a particular PROVIDER is within the sole discretion of the STATE. Services provided to an individual under this Contract shall not constitute ownership or a property right to deliver that service by either an Agency or an individual provider.

5. VERIFICATION OF EMPLOYEES

In accordance with State rules and regulations, PROVIDER shall conduct mandatory annual criminal background checks at no cost to the STATE, on any employee, agent, volunteer or prospective employee working directly with students.

The PROVIDER shall maintain the background check records, and shall make the records available for review upon request. Upon review of these records, the STATE reserves the right to request additional background information.

6. EXCLUSION OF SPECIFIC WORKERS

The STATE reserves the right to require the PROVIDER to remove an employee, agent, or volunteer (Worker) from performing work under this Contract. The Contract Administrator shall notify the PROVIDER in writing and this exclusion of a specific Worker(s) shall take effect as indicated on the notice. The PROVIDER may appeal this decision to the Contract Administrator, in writing within ten (10) working days of receipt of the notice. Removal of the employee, agent, or volunteer shall remain in effect pending the outcome of the appeal. This provision shall not infringe upon the right of the PROVIDER to employ the removed individual, but shall apply to any work requiring interaction with the STATE, its employees or students.

7. COMPENSATION

The contract price shall include all services, materials, overhead, profit, all applicable taxes, and any other incidental and operational expenses incurred by PROVIDER in the performance of its obligations hereunder. The contract price

shall be the all-inclusive cost to the STATE and no other charges shall be honored.

Total Compensation stated herein is estimated for the contract period specified. Actual compensation shall be contingent on the needs of the STATE, the service rates stated in the following section, and funding availability. No guarantee to purchase services in the exact amount stated is intended or implied. In the event service requirements do not materialize and the STATE purchases less than the total compensation stated, such failure shall not constitute grounds for equitable adjustment under this Contract.

Additionally, unless explicitly stated in this Contract, no additional fees or charges may be assessed to the STATE, the parties that the services are provided to, or their parents, guardians, insurance, or any other party associated with the provision of these specific services.

8. COMPENSATION RATES

Total compensation is based on the Contract unit measures and rates. These rates are paid in accordance with the work described herein, and includes all labor, services, travel, materials and equipment (as applicable), overhead, profit, all applicable taxes, and any other incidental and operational expenses incurred by the PROVIDER in the performance of its obligations hereunder. The rates established shall be all-inclusive to the STATE and no other charges shall be honored.

A unit rate shall be recorded in five (5) minute increments (e.g., 5 minutes = 1 unit; 30 minutes = 6 units; 45 minutes = 9 units; and 1 hour = 12 units) rather than hourly.

The unit rate established by the STATE shall include all direct and indirect costs associated with service delivery, including but not limited to the following:

- Costs of travel, including mileage, airfare, lodging and car rental.
- Costs associated with servicing remote geographical areas.
- Costs associated with documentation requirements.

There shall be no payment for travel time, wait time, no-shows, and/or cancellations, or start-up costs associated with developing a new program.

9. INVOICING AND PAYMENT SCHEDULE

9.1. Monthly Claim Submissions

Payments shall be made in monthly installments upon the monthly claim/invoice submissions by the PROVIDER for the services provided. All claims/invoices for service must be submitted online utilizing the Service Verification Module (“**SVM**”) in eCSSS within fourteen (14) calendar days after the last day of each calendar month.

If SVM is unavailable, then the PROVIDER shall submit one (1) original and two (2) invoice copies utilizing the STATE-prescribed invoice form for monthly claim submission. In addition, PROVIDER shall submit a data storage device (e.g. jump drive, etc.) of contracted services provided during the month within fourteen (14) calendar days after the last day of each calendar month, using the STATE-prescribed claim format. Invoices and claim submissions/data storage devices shall be submitted to the district office where the service was provided.

Monthly claims shall be reviewed by the STATE and shall be subject to the STATE's preliminary determination of appropriateness and allowability of claim. The STATE reserves the right to withhold payment from the PROVIDER for any non-compliance with the Contract.

Once properly submitted, the STATE shall have thirty (30) days to pay unless the claim/invoice is called into question (e.g. appeals, corrections, etc.). If at any time the claim/invoice is called into question, then the STATE's requirement to pay within thirty (30) days shall end. After that, the STATE's thirty-day requirement to pay shall start anew on the day the corrected claim/invoices are properly resubmitted by the PROVIDER. Any errors or omissions may cause a significant delay in payment to the PROVIDER. The STATE shall not consider any late claims.

All appeals and corrections for reporting/claims/invoice rejections must be resolved within sixty (60) calendar days from the day that the claim(s)/invoice(s) was first submitted. After that sixty-day period, the STATE may reject those claim(s)/invoice(s) for any reason and for no reason.

9.2. Audit, Reimbursement and Reconciliation

The STATE's preliminary determination of appropriateness and allowability of the claim shall be subject to later verification and subsequent audit. The STATE reserves the right to seek reimbursement from the PROVIDER upon an audit of all claims for any errors made in payment and/or for services not delivered. Final settlement of this Contract shall include submission and acceptance of all claims (or reports) and other materials to be submitted by the PROVIDER to the STATE, resolution of all discrepancies in performance of services monthly claims (or reports), and completion of all outstanding matters under this Contract.

The STATE reserves the right to audit the PROVIDER's financial records and billing documentation on an annual basis, at a minimum, through either an on-site evaluation or a documentation review.

9.3. Payment for Services not Requested by the STATE

The STATE reserves the right to deny any claims for payment for the testimony or participation of individual providers that was not requested by the STATE. Unauthorized services include but are not limited to, the PROVIDER pursuing litigation on behalf of itself. The PROVIDER is not

authorized to claim payment for, among other things, services relating to testimony, depositions, or other litigation matters in pursuit of its own interests.

9.4. Final Settlement

The STATE shall withhold fifty percent (50%) of the accepted amount for the final month of this Contract until final settlement of all claims (or reports) of this Contract.

10. FINAL PAYMENT

In addition to the requirements in the General Conditions, the following shall accompany the final payment invoice:

10.1. An original tax clearance certificate, not over two months old and with an original green "certified copy" stamp, must accompany the invoice for final payment. In lieu of the tax clearance certificate, PROVIDER may instead submit an original CERTIFICATE OF VENDOR COMPLIANCE as issued by the State Procurement Office via the online system referred to as "Hawaii Compliance Express". Details regarding this online application process can be viewed at: <http://vendors.ehawaii.gov/hce/>.

10.2. "Certification of Compliance for Final Payment" (DOE Form-22) with an original signature shall be required for final payment.

11. AVAILABILITY OF FUNDS

This Contract is subject to the availability of funds. No contract entered into between the STATE and the PROVIDER shall be binding or of any force unless the Chief Financial Officer (CFO) certifies that there is an available unexpended appropriation or balance of an appropriation over and above all outstanding contracts sufficient to cover the amount required by the Contract.

If the Contract calls for performance or payment in more than one fiscal year (July 1 to June 30), the CFO may certify only that portion of the total funds allocated to satisfy the STATE's obligations for payments in the current fiscal year. In that event, the STATE shall not be liable for the unpaid balance beyond the end of the current fiscal year, and availability of funds in excess of the amount certified shall be contingent upon future appropriations or special fund revenues. All partially-funded contracts shall be enforceable only to the extent that funds are certified as available. The STATE agrees to notify the PROVIDER of such non-allocation at the earliest possible time. The STATE shall not be penalized in the event this provision is exercised. This provision is not meant to permit the STATE to terminate the Contract in order to acquire similar equipment or services from a third party.

12. TIME OF PERFORMANCE

12.1. CONTRACT TERM

Contract shall commence on July 1, 2011 and shall end on June 30, 2012.

12.2. CONTRACT RENEWAL

This Contract may be extended for not more than four (4) additional twelve-month periods, i) upon mutual written agreement of the parties, ii) prior to expiration and iii) under the same terms and conditions of the original Contract or as negotiated between the STATE and the PROVIDER. Contract extension(s) shall be contingent upon i) the need for continued services and ii) funding availability beyond the current fiscal year. As each option(s) to extend is mutually agreed upon, the PROVIDER shall be required to execute a supplement to the Contract for each additional period.

12.3. PERFORMANCE PERIOD

The PROVIDER shall complete the work within the time limits specified herein. The time specified herein is the maximum time allowed.

13. CONTRACT EXECUTION

The PROVIDER shall be required to enter into a formal written contract, and no work is to be undertaken by the PROVIDER prior to the commencement date of the Contract. The STATE is not liable for any work, contract costs, expenses, loss of profits, or any damages whatsoever incurred by the PROVIDER prior to official starting date.

14. CONFIDENTIALITY OBLIGATIONS

The following serves to supplement provision 8.2 of the General Conditions, entitled "Confidentiality of Material" and provision 8, entitled "Confidentiality of Personal Information":

While performing under this Contract, the PROVIDER may receive, be exposed to or acquire confidential information. Such information may include names, addresses, telephone numbers, birthdates, social security numbers, medical information, and other educational, student, or personal employment information. The information may be in written or oral form, fixed in hard copy or contained in a computer database or computer readable form. Hereinafter, such language shall be collectively referred to as "Confidential Information."

The PROVIDER, including its employees, agents, representatives, and assigns shall abide by the following with regards to Confidential Information: (i) They shall not disclose to any unauthorized party any Confidential Information, except as specifically permitted by the STATE and subject to the STATE's limitations on confidentiality of information and relevant legal requirements of the State to

include, but not limited to the Family Educational Rights and Privacy Act (“FERPA”); (ii) They shall only permit access to Confidential Information to employees, agents, representatives, and assigns having a specific need to know in connection with performance under this Contract; and (iii) They shall advise each of their employees, agents, representatives, and assigns of their obligations to keep such Confidential Information confidential.

The PROVIDER, its employees, agents, representatives, or assigns shall ensure the security of the Confidential Information. The PROVIDER shall provide the STATE with a list of individuals (by name and position) who are authorized to handle the Confidential Information (hereinafter referred to as “Authorized Handlers”). Authorized Handlers shall ensure the security of the Confidential Information. Only Authorized Handlers shall have access to the Confidential Information, which shall be kept on password protected computers with the hard copy documents kept in a locked file cabinet. The PROVIDER shall ensure that procedures exist to prohibit access to the Confidential Information by anyone other than an Authorized Handler.

The PROVIDER shall be responsible for safeguarding the confidentiality of all Confidential Information it receives from the STATE and shall safeguard and protect such documents from unauthorized use, handling, or viewing. The PROVIDER shall be liable to the STATE and to any person whose records the PROVIDER receives custody of under this Contract for records protection for any unpermitted release, viewing, or loss of such records. The PROVIDER shall assume liability responsibility for records protection and for the inappropriate or unlawful release of Confidential Information. The PROVIDER shall return all documents containing Confidential Information upon completion of the services PROVIDER is contracted to provide under this Contract.

14.1. Prior Written Approval: PROVIDER may not i) share Confidential Information or any other data received under this Contract, ii) publish, or iii) distribute such information without the prior written approval of the STATE.

14.2. In the event of termination of this Contract, PROVIDER shall return to STATE all student information received under this Contract and further agrees to destroy any and all copies of, or references to, any student information shared by STATE as a result of this Contract.

15. RELIEF AVAILABLE TO STATE

In addition to all rights and remedies available to the STATE provided in this Contract or otherwise provided under law, if the PROVIDER is in non-compliance with contract requirements, the STATE may:

15.1. Suspend Payments – Temporarily withhold or disallow all or part of the billing cost/payments pending correction of a deficiency or a non-submission of a required deliverable by the PROVIDER;

- 15.2. Suspend Referrals – Suspend referrals to the PROVIDER should the PROVIDER fail to comply with any of the requirements or other term(s) or condition(s) of this Contract and, further, the STATE may maintain the suspension of referrals until such time as the deficiency or non-compliance is corrected and the PROVIDER's corrective actions are determined to be acceptable by the STATE; and
- 15.3. Seek Reimbursement – Seek reimbursement from the PROVIDER or withhold future payments for any funds paid to the PROVIDER subsequent to a determination that such was unauthorized, fraudulently obtained, or inappropriately billed.
- 15.4. Seek Market Value – In the event the PROVIDER fails, refuses or neglects to perform the services in accordance with the requirements of these Special Conditions, the Scope of Services or the General Conditions, the STATE reserves the right to purchase, in the open market, a corresponding quantity of the services specified herein and to deduct from any monies due or that may thereafter become due to the PROVIDER, the difference between the price named in the Contract and the actual cost to the STATE. In case any money due the PROVIDER is insufficient for said purpose, the PROVIDER shall pay the difference upon demand from the STATE. The STATE may also utilize all other remedies provided by law.

16. LIABILITY INSURANCE

General Conditions, section 1.4, entitled "Insurance Requirements", is deleted entirely and replaced with the following (revisions to the original text are noted in redline where deletions bold strikethrough text indicates deletions, and additions are in bold italics):

Insurance Requirements. The PROVIDER shall obtain from a company authorized by law to issue such insurance in the State of Hawai'i commercial general liability insurance ("liability insurance") in an amount of at least TWO MILLION AND NO/100 DOLLARS (\$2,000,000.00) coverage for bodily injury and property damage resulting from the PROVIDER's performance under this Contract. The PROVIDER shall maintain in effect this liability insurance until the STATE certifies that the PROVIDER's work under the Contract has been completed satisfactorily.

The insurance shall be primary and shall cover the insured for all work to be performed under the Contract, including changes, and all work performed incidental thereto or directly or indirectly connected therewith.

A certificate of the liability insurance shall be given to the STATE by the PROVIDER. The certificate shall provide that the STATE and its officers and employees are Additional Insureds.

The certificate shall provide that the coverages being certified will not be cancelled or materially changed without giving the STATE at least 30 days prior written notice by mail.

~~The certificate shall provide that the coverages being certified will not be cancelled or materially changed without giving the STATE at least 30 days prior written notice by registered mail.~~

Should the insurance coverages be cancelled before the PROVIDER's work under the Contract is certified by the STATE to have been completed satisfactorily, the PROVIDER shall immediately procure replacement insurance that complies in all respects with the requirements of this section.

Nothing in the insurance requirements of this Contract shall be construed as limiting the extent of PROVIDER's responsibility for payment of damages resulting from its operations under this Contract, including the PROVIDER's separate and independent duty to defend, indemnify, and hold the STATE and its officers and employees harmless pursuant to other provisions of this Contract.

In addition, the following minimum insurance coverage(s) and limit(s) shall be provided by the PROVIDER (including its subcontractor(s) where appropriate):

<u>Coverage</u>	<u>Limits</u>
<i>Automobile Liability, Comprehensive Bodily Injury:</i>	<i>\$1,000,000 per accident</i>
<i>Property Damage:</i>	<i>\$ 50,000 per occurrence</i>
<i>Professional Liability</i>	<i>\$1,000,000 per claim or \$2,000,000 per annual aggregate</i>

The minimum insurance required shall be in full compliance with the Hawaii Insurance Code throughout the entire term of the Contract, including supplemental agreements. Each insurance policy shall be written by 1) an insurance company licensed to do business in the State of Hawaii, or 2) if not licensed by the State of Hawaii, an insurance company which meets §431:8-301, Hawaii Revised Statutes.

Upon execution of the Contract, the PROVIDER agrees to deposit with the STATE certificate(s) of insurance necessary to satisfy the STATE that the insurance provisions of this Contract have been complied with and to keep such insurance in effect and the certificate(s) therefore on deposit with the STATE during the entire term of this Contract, including those of its subcontractor(s), where appropriate. Upon request by the STATE, PROVIDER shall be responsible for furnishing a copy of the policy(ies).

Failure of the PROVIDER to provide and keep in force such insurance shall be regarded as material default under this Contract, entitling the STATE to exercise any or all of the remedies provided herein.

The PROVIDER will provide written notice within twenty-four (24) hours to the Contract Administrator should any of the insurance policies evidenced on its Certificate of Insurance form be cancelled, limited in scope, or not renewed upon expiration.

17. SPECIAL CONDITIONS ARE SUPPLEMENTAL

Nothing in the Special Conditions of the Contract shall supersede the General Conditions, but shall serve to supplement the General Conditions, except where a conflict exists between the General Conditions and Special Conditions, in which case the Special Conditions shall apply.

18. APPROVALS

This Contract is subject to the approval of the Department of the Attorney General as to form, and to all further approvals, including the approval of the Governor, required by statute, regulation, rule, order, or other directive.

APPLICANT:

GEOGRAPHIC AREA:

Rate and Cost Summary Worksheet for RFP No. F11-122 (Behavioral Health Intervention Services)

Type of Service (Unit Measure)	Unit Measure	Proposed Unit Rate	Column A Units of Service	Column B Unit Cost	Column C Total Annual Cost (A x B)
Individual Counseling					
All Credential Levels	Five Minutes	\$7.80		\$7.80	
Rural (Hana, Lanai, Molokai, Kau, Kohala)	Five Minutes	\$8.50		\$8.50	
Group Counseling (Maximum: 6 billable students)					
All Credential Levels	Five Minutes	\$3.03		\$3.03	
Rural (Hana, Lanai, Molokai, Kau, Kohala)	Five Minutes	\$3.31		\$3.31	
Parent Counseling/Training					
All Credential Levels	Five Minutes	\$7.80		\$7.80	
Rural (Hana, Lanai, Molokai, Kau, Kohala)	Five Minutes	\$8.50		\$8.50	
Educational Team Planning and Participation					
All Credential Levels	Five Minutes	\$7.80		\$7.80	
Rural (Hana, Lanai, Molokai, Kau, Kohala)	Five Minutes	\$8.50		\$8.50	
School Consultation					
All Credential Levels	Five Minutes	\$7.80		\$7.80	
Rural (Hana, Lanai, Molokai, Kau, Kohala)	Five Minutes	\$8.50		\$8.50	
Court / Due Process Hearing Testimony					
All Credential Levels	Five Minutes	\$7.80		\$7.80	
Rural (Hana, Lanai, Molokai, Kau, Kohala)	Five Minutes	\$8.50		\$8.50	
GRAND TOTAL					

*When preparing this worksheet, please refer to Section 3, Proposal Application Instructions, V. Financial, A. Pricing Structure.