Exhibit: Recovery Mentoring Requirements

A. <u>Definition</u>

Recovery Mentoring assists client in a variety of healthy living areas, such as:

- 1. Finding safe, appropriate childcare for dependent children in the client's care;
- 2. Locating and securing long-term appropriate, clean and safe living arrangements where alcohol and other drug use in not likely to be accepted or encouraged;
- 3. Para-professional guided skill building for activities of daily living; and/or
- 4. Lay person or peer coaching in the client's chosen religious or cultural community.

The Recovery Mentoring provider is responsible for receiving ATR Ohana client referrals in the Hawaii Web Infrastructure for Treatment Services ("WITS") electronic voucher management system ("VMS), securing signed consent for transfer of client information to a variety of recipients, electronically referring clients to the client's choice of other ATR Ohana service providers, transferring appropriate reports to those agencies when authorized by written consent by the client, and assuring clients are effectively linked to their choice of services and programs.

Recovery Mentoring's purposes are:

- 1. To develop and maintain positive collaborative relationships with referral sources and community substance abuse treatment and recovery support services providers in both the ATR Ohana network and with non-ATR Ohana funded provider agencies,
- 2. To facilitate effective linkages between the client and the client's choice of substance abuse treatment and recovery support services once need is identified,
- 3. To assist the client with identifying his/her strengths and needs in recovery,
- 4. To help the client understand and set goals that use the client's strengths and help meet the client's needs for recovery, and
- 5. To help the client take practical steps to meet their goals for recovery.

Recovery Mentoring providers shall promote five (5) core values: Core Value 1. To cultivate self-determination and empowerment,

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- Core Value 2. To respect the dignity and worth of every human being,
- Core Value 3. To convey optimism that improvement and recovery are possible and desirable,
- Core Value 4. To acknowledge that every one has the capacity to grow and learn and reinforcing progress, no matter how small, supports recovery, and
- Core Value 5. To respect and appreciate individual, cultural and ethnic differences in clients.

B. Scope of Services

The Recovery Mentoring service allows service providers for the Access to Recovery ("ATR Ohana") Project to assist clients in collaborating with the client's choice of clinical substance abuse treatment provider, recovery support services, including housing providers, education and employment specialists, or other wellness related activities.

The Recovery Mentoring provider shall document actions related to the delivery of Recovery Mentoring, including, but not limited to: securing written confirmation that services were initiated by face-to-face session before additional services are provided by telephone or other remote service delivery mechanism, date that services are provided, start and end times, location where services are provided, the purpose for the session, and shall include any further relevant details related to the Recovery Mentoring session in the Hawaii Web Infrastructure for Treatment Services ("WITS") electronic voucher management system ("VMS").

The Recovery Mentoring provider shall secure signed consent from the client receiving the service to disclose to ADAD the client's name and other service related details on log sheets or other documents that verify the signature of the individual who received the Recovery Mentoring service and the details listed above, and that shall be retained by the provider as documentation of service delivery to the client. The Recovery Mentoring provider shall assure that the client effectively receives the Recovery Mentoring service in a timely manner to assure that the client has the maximum practical benefit from the service.

The Recovery Mentoring provider shall create a recovery plan for the Recovery Mentoring service that lists at least one (1) practical goal related to the client's recovery that the client is willing to actively pursue as a result of receiving the Recovery Mentoring service. If the identified goal is achieved, the Recovery Mentoring provider shall update the recovery plan for the Recovery Mentoring service that lists at least one (1) currently active practical goal related to the client's recovery that the client is willing to continue to actively pursue as a result of receiving on-going Recovery Mentoring service.

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The Recovery Mentoring provider shall inform clients that they are required to complete a six (6) month follow-up screening using the Government Performance and Results Act instrument ("GPRA") via face-to-face interviewing at the six (6) month anniversary of their ATR Ohana enrollment, and compliance with the six (6) month follow-up GPRA screening is required. Additionally, the Recovery Mentoring provider shall inform the client that they may earn an incentive for prompt completion of the six (6) month follow-up GPRA screening in increments of up to twenty dollars (\$20) value, based on the promptness of their compliance, to increase the likelihood that ATR Ohana clients will comply with the six (6) month follow-up GPRA screening requirement.

The Recovery Mentoring provider may elect to augment this incentive with additional non-cash incentives at the time of the six (6) month follow-up GPRA valued at twenty dollars (\$20) or less. Cash incentive to clients who are experiencing active substance use related to their disorder is prohibited. The Recovery Mentoring provider may collaborate with local businesses, services, or other enterprises to distribute incentives to clients who select their agency over other Recovery Mentoring providers, or may use other resources from their budget to purchase incentives to attract clients to select their agency for Recovery Mentoring services in ATR Ohana.

The Recovery Mentoring service occurs in a one-on-one setting, and is delivered primarily by face-to-face contacts made by Recovery Mentoring provider staff with clients enrolled in ATR Ohana. When Recovery Mentoring service occurs telephonically, the Recovery Mentoring provider shall extensively document the content of the telephone conversation in the WITS VMS to provide evidence that the substance of the telephone conversation contained substantial Recovery Mentoring services to justify billing for the service.

All Recovery Mentoring services conducted in person, telephonically, electronically, or in the community must maintain client confidentiality in compliance with Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and 42 CFR Part 2.

For the purposes of this Memorandum of Understanding ("MOU"), Recovery Mentoring service shall be considered a recovery support service. This service does NOT require the Recovery Mentoring provider to provide twenty-four (24) hour services, crisis services, or on-going case management for ATR Ohana clients.

For clients who complete at least one Recovery Mentoring service, but who then refuse further ATR Ohana services at the provider's agency, the

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Recovery Mentoring provider shall additionally close the client's episode of care at that agency in the WITS system. When the Recovery Mentoring provider is the last ATR Ohana provider working with the client, the WITS system will prompt the provider to further complete that client's Discharge GPRA in WITS. Failure of the client to comply with the Discharge GPRA does not relieve the Recovery Mentoring provider from completing the Discharge GPRA when the Recovery Mentoring provider is the last active agency in WITS for that client.

C. Minimum Requirements

Recovery Mentoring provider staff shall possess and utilize a wide range of higher level interpersonal and observation skills. The Recovery Mentoring provider staff shall understand recovery and the value of every individual's recovery experience and shall be able to effectively work with individuals of diverse backgrounds, cultures, religious beliefs, and lifestyles. The Recovery Mentoring provider shall have the capacity to build rapport and work with substance using clients and individuals who may have criminal histories, co-occurring health and mental health issues, a history of violence, and who may at times be less than willing to fully cooperate within structured services and systems. The Recovery Mentoring provider shall have the ability to work with individuals who may need translation services. This may require, at times, access to and collaboration with translator resources, either in house or through an independent contract with translator services, and maintain client confidentiality in compliance with Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and 42 CFR Part 2.

Recovery Mentoring providers shall not provide Assessor vouchered services paid for through ATR Ohana grant funds. Recovery Mentoring providers shall not be in a business or personal relationship likely to result in secondary financial gain with any ATR Ohana Assessor for the ATR Ohana Project, and shall not be eligible to enter into an Assessor MOU with the ATR Ohana Project for the duration of their MOU as an Recovery Mentoring provider. Should a Recovery Mentoring provider decide to provide Assessor vouchered services within the ATR Ohana provider network, the Recovery Mentoring provider shall be required to cancel the MOU to provide Recovery Mentoring for ATR Ohana. Recovery Mentoring providers wishing to cancel the MOU shall notify the ADAD as stipulated in the MOU. Recovery Mentoring providers who cancel their MOU for Recovery Mentoring services and who then decide to provide Assessor services within the ATR Ohana provider network shall have their client referral trends for the next 12 month period analyzed to ensure that patterns of referral to that Recovery Mentoring provider agency are not questionable and that clients were not unduly influenced in their free choice of provider agency.

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Recovery Mentoring providers shall not influence a client's free choice of other service providers. Recovery Mentoring providers shall inform clients of all ATR Ohana service providers in the needed service areas, shall make available to clients all materials, resources, or other marketing information provided by other ATR Ohana agencies and individual service providers, as well as report program specifics on other ATR Ohana agencies in response to direct client questions. Evidence of biasing a client's free choice shall be grounds for termination of the Recovery Mentoring MOU.

The Recovery Mentoring provider shall provide services to the largest geographic region possible within their agency's resources to maximize client access to ATR Ohana services.

Recovery Mentoring providers shall collaborate and cooperate with Assessors and other ATR Ohana agencies. The Recovery Mentoring provider shall collaborate with the client's choice of substance abuse treatment program(s) and with the varied recovery support services providers selected by the client following initial enrollment in ATR Ohana.

Recovery Mentoring providers shall conduct a criminal history record check for any person who is employed or volunteers in an administrative or program position which necessitates close proximity to clients. The Recovery Mentoring provider shall have a written plan for addressing any findings that result from the criminal history record check. A copy of the criminal history record check shall be placed in the employee's or volunteer's personnel file and shall be available for review.

The Recovery Mentoring provider shall conduct a Child Abuse and Neglect Registry check for any person who is employed or volunteers in an administrative or program position which necessitates close proximity to clients. For staff employed at the time the MOU is signed, this shall be completed within the ninety (90) days prior to activation of the Recovery Mentoring provider's MOU. A copy of the Child Abuse and Neglect Registry check shall be placed in the employee's or volunteer's personnel file and shall be available for review. Individuals with a positive record in the Child Abuse and Neglect Registry will not be approved for direct services with youth applying for enrollment or enrolled in ATR Ohana; with minor siblings or children of an ATR Ohana client; with other youth below the age of eighteen (18) years; or with individuals who may be experiencing developmental or cognitive delays or disabilities, or individuals with mental health issues.

The Recovery Mentoring provider shall ensure that staff providing Recovery Mentoring services have the capacity to deliver the service as stated in the MOU and Recovery Mentoring Exhibit as specified.

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The Recovery Mentoring provider shall provide to ADAD, upon demand, any written or supporting documentation related to the Recovery Mentoring service, including all notes, recovery plans, supporting documentation, logs, and invoices.

D. <u>Voucher Management System ("VMS") Codes</u>

The VMS code for Recovery Mentoring services is 7050 sub category (-01). Payment of vouchers shall be managed through Hawaii WITS electronic voucher management system, using the following codes:

-01 Recovery Mentoring. New vouchers shall be authorized for a single period of thirty (30) consecutive days and shall expire thirty (30) days after issuance.

The voucher for -01 Recovery Mentoring shall be initiated by the Recovery Mentoring provider, and shall be capped at forty (40) hours of service in a single period of thirty (30) consecutive days. Vouchers unexpended within the thirty (30) day authorization period shall be automatically released back to the ATR Ohana general fund, and shall be made available for reassignment to other ATR Ohana clients. Delinquent billing past the closing date of the single authorized voucher shall not be authorized.

Vouchers that are unexpended by the voucher expiration date are automatically released back to the ATR general fund, and are considered available for re-assignment to other ATR clients.

ATR Ohana grant funds paid for vouchers billed inaccurately or inappropriately shall be recouped by ATR Ohana upon discovery. Audit of the VMS and agency records related to ATR Ohana Recovery Mentoring services shall be on-going across all four (4) years (48 months) of the grant period, and discovery of inaccurate or inappropriate payments for any billing during that time period shall be recouped by ATR Ohana and shall be payable as an adjustment out of the next balance purported to be due to the Recovery Mentoring provider. If no additional balance is due to the Recovery Mentoring provider, the balance shall be payable to the "State Director of Finance" within ten (10) business days of the Recovery Mentoring provider being notified of the discrepancy, and shall be remitted to the ATR Fiscal Coordinator within that time period to 601 Kamokila Blvd., Room 360, Kapolei, HI 96707.

E. Fee Schedule

The minimum unit of billing for -01 Recovery Mentoring shall be one (1) unit, which is thirty (30) consecutive minutes. The maximum number of

units that may be billed for -01 Recovery Mentoring in one (1) calendar month of thirty (30) consecutive days shall be eighty (80) units, which is forty (40) hours. -01 Recovery Mentoring shall be funded as shown below:

-01 Recovery Mentoring, one (1) unit, \$7.50

Recovery Mentoring shall include:

- Accepting the electronic referral of the client in the WITS VMS and creation of the client's service Episode of Care at the Recovery Mentoring agency in WITS.
- 2. Screening of the client for appropriateness of referral to the provider agency for the services selected by the client.
- 3. Dissemination of ATR Ohana grant information including grant mandates on free-choice and compliance requirement with the six (6) month GPRA follow up screening.
- 4. Six (6) month GPRA follow up screening of the client if that has not been completed.
- 5. Creation of the electronic consent between the Recovery Mentoring provider and the ATR Ohana Assessor that shall be confirmed by client signature.
- 6. Mentoring of the client for a full thirty (30) minutes for each one (1) unit of Recovery Mentoring service claimed for payment.
- 7. Prompt and timely services delivered to the client for the purposes defined above.
- 8. Multiple units of service delivered to the client on the same calendar date, but at non-consecutive times during the day shall be considered two (2) separate instances of Recovery Mentoring. Each separate service shall be fully and independently documented in the WITS VMS. For example,

Scenario 1: A client receives mentoring from 8:00 AM to 9:00 AM. This single mentoring service to the client for a total amount of two (2) units shall be documented as one (1) Encounter Note in the WITS VMS.

Scenario 2: A client receives mentoring from 8:00 AM to 8:30 AM and another mentoring service later in the day from 2:00 PM to 2:30 PM. These two (2) separate mentoring services to the same client for a total of two (2) units of services shall be documented as two (2) separate Encounter Notes in the WITS VMS.

9. Electronic referral to WITS user agencies, as selected by the client.

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- 10. Creation of alternate written consent when the client chooses referral to an agency that is not a WITS user provider.
- 11. Confirmation that the client has completed first contact with other agencies of choice.
- 12. When authorized by written consent, verbal, electronic or written reports by the Recovery Mentoring provider shall be released to other recovery support system agencies as designated by the client, such as confirmation of attendance at Recovery Mentoring provider groups, activities, or appointments to the authorized treatment facility, probation officer, court official, or other appropriate authority.
- 13. Creation of one (1) voucher authorization for -01 Recovery Mentoring per client, per thirty (30) consecutive days shall be authorized in the WITS system and claim for payment may be made in WITS against that voucher for services delivered, predominantly by face-to-face interaction, and during the -01 Recovery Mentoring voucher activation period.
- 14. The Recovery Mentoring provider shall close the client's episode of care at that agency in the WITS system for ATR Ohana clients who refuse further ATR Ohana services from the Recovery Mentoring provider. When Recovery Mentoring provider is the last ATR Ohana provider working with the client, the WITS system will prompt the provider to further complete that client's Discharge GPRA in WITS.
- 15. Comprehensive and timely creation of all electronic and written documentation corroborating that the above actions were completed.

ATR Ohana funds are intended to support, not supplant, existing funding options for the client and shall be billed only after all other options for funding a particular service have been exhausted.

F. Insurance

Individuals or agencies authorized to provide Recovery Mentoring services shall maintain professional liability insurance ("malpractice insurance"). The provider shall obtain from a company authorized by law to issue such insurance in the State of Hawaii malpractice insurance in an amount of at least ONE MILLION and NO/100 DOLLARS (\$1,000,000.00) coverage for injury or harm arising out of each occurrence and TWO MILLION AND NO/100 DOLLARS (\$2,000,000.00) coverage in aggregate.

G. Amendments and Corrections

All corrections or updates required for ATR Ohana grant implementation and compliance with Substance Abuse and Mental Health Services

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Administration ("SAMHSA") Center for Substance Abuse Treatment ("CSAT") requirements of the Office of Grants Management and Office of National Drug Control Policy, stipulated by the Government Project Officer, or stipulated by the ATR Ohana Project shall be reported to the provider in writing, and significant changes of this nature shall be posted on the ATR Ohana website. Recovery Mentoring providers shall check their written correspondence from the ADAD promptly, including newsletters, announcements, and electronic correspondence ("e-mail") for updates in order to comply with and incorporate required changes as soon as reasonably possible. Recovery Mentoring providers shall check the ATR Ohana website no less than once monthly for updates in order to comply with and incorporate required changes as soon as reasonably possible. ATR Ohana provider meetings shall be used to disseminate important grant related information, adjustments, and updates, and providers shall be responsible for attendance at the meetings or shall designate an individual to attend on behalf of their agency. ATR Ohana providers shall be responsible for the content of information, adjustments, and updates delivered at the meetings. Updates of a more urgent or limited nature, or that constitute a substantial change, shall be communicated in writing to all service providers affected by the change. Failure to comply with Amendments or corrections as required for ATR Ohana grant on-going operation shall result in suspension of the Recovery Mentoring provider's authorization to receive new referrals for ATR Ohana enrollment, and may result in termination of the provider's agreement to provide services through ATR Ohana. Any changes shall be considered applicable and implemented as of the date they are posted on the ATR Ohana website and providers are notified in writing. Those providers who are unwilling to continue to provide ATR Ohana grant funded services under the amended or corrected conditions may terminate the agreement. The provider shall continue to provide services on existing open and issued vouchers. Once the voucher funds are expended, or the voucher expires, the provider shall no longer be considered authorized as an ATR Ohana clinical substance abuse treatment and/or recovery support service provider and the agreement shall be terminated.

ATR Ohana providers shall receive written notice in the event that their authorization to provide ATR Ohana funded clinical substance abuse treatment and/or recovery support services has been suspended or terminated prior to the September 29 expiration date of each year.

Any updates to this document shall be amended to this document, and shall include the date of the amendment. The original document shall be archived, along with any subsequent amendments and available for physical viewing at the ADAD offices at 601 Kamokila Blvd., Room 360, Kapolei, HI 96707, and shall be retained by the ADAD for one (1) year (12 months) after all ATR Ohana Grant funds have been expended. Any

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future versions of ATR Ohana funding shall be defined by new grant requirements, and terms of this agreement shall not necessarily be applicable to any future funding in the area of recovery support services.

H. Suspension and Termination

All Recovery Mentoring providers shall be considered "at will" parties to this MOU and shall be suspended or terminated from receiving further client referrals should evidence of waste, fraud, or abuse emerge. Client referrals shall resume once concerns about waste, fraud, or abuse are positively resolved. Authorization to be a Recovery Mentoring provider shall remain suspended or shall be terminated should concerns about waste, fraud, or abuse not be satisfactorily resolved. Either party to this MOU may choose to suspend or terminate this MOU with the other party with thirty (30) days of written notice, without cause.

