# **Exhibit: Transportation - Oahu Bus Pass Requirements**

### A. <u>Definition</u>

The Transportation – Oahu Bus Pass service allows service providers in for the Access to Recovery ("ATR Ohana") Project to coordinate with Oahu Transit bus company as a consignment and distribution site for monthly bus passes and yearly disability bus passes, which are good for transportation on the Honolulu City and County ("The Bus") transit system. Providers shall submit claims for payment for the actual cost of the bus pass plus an additional percentage administration processing cost paid to the Provider. The percentage administration processing cost for monthly bus passes distributed is ten percent (10%) and the percentage administration processing cost for yearly disability bus passes distributed is twenty percent (20%). The Transportation - Oahu Bus Pass provider shall retain a copy of the distribution log verifying the type of bus pass issued, the month and date of issue, and the identification number of the bus pass provided to the client, and shall indicate any further relevant details of the bus pass that is issued to the client in the Hawaii Web Infrastructure for Treatment Services ("WITS") electronic voucher management system ("VMS"). The Transportation - Oahu Bus Pass provider shall secure signed consent from the client receiving the bus pass to disclose to The Bus and to ADAD the client's name on bus pass distribution log sheets that include the signature of the individual to whom the pass is distributed, and that shall be retained by the provider as documentation of service delivery to the client. The Transportation - Oahu Bus Pass provider shall assure that the client effectively receives the monthly pass issued to the client as early as possible in the month to maximize the effectiveness of the services delivered to the client.

The Transportation - Oahu Bus Pass's purpose is:

- 1. To improve the client's ability to travel to substance abuse treatment services, to attend recovery support activities, to participate in ATR Ohana services, to engage in employment and/or education, or to attend other wellness related appointments or activities with both ATR Ohana funded providers and with non-ATR Ohana funded provider agencies, and
- 2. To increase the client's attendance at and compliance with the above listed activities and appointments.

### B. Scope of Services

The Transportation - Oahu Bus Pass provider shall establish a consignment agreement with The Bus independent of ATR Ohana and comply with all terms, conditions, and documentation required by that

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consignment agreement for distribution of monthly passes to ride The Bus, or for year-long disability bus passes to ride The Bus. Copies of consignment agreements activated between the Transportation – Oahu Bus Pass provider and Oahu Transit that are relevant to claims for payment to ATR Ohana for Transportation – Oahu Bus Pass services during the period of the provider's MOU and Exhibit: Transportation – Oahu Bus Pass shall be retained on site and available for review by ADAD.

The Transportation - Oahu Bus Pass provider shall confirm with the client and document in the hard copy record and in the client's WITS record details related to delivery of the Oahu Bus Pass and any other relevant details and that the client does not have an alternate, reliable means of transportation to the above listed activities and appointments, or that the client is eligible to receive the disability bus pass at the time it is issued.

The Transportation - Oahu Bus Pass 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 Transportation - Oahu Bus Pass 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 Transportation - Oahu Bus Pass 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 Transportation - Oahu Bus Pass provider may collaborate with local businesses, services, or other enterprises to distribute incentives to clients who select their agency over other Transportation - Oahu Bus Pass providers, or may use other resources from their budget to purchase incentives to attract clients to select their agency for Transportation - Oahu Bus Pass services in ATR Ohana.

The Transportation - Oahu Bus Pass service occurs by face-to-face contacts made by Transportation – Oahu Bus Pass provider staff with clients enrolled in ATR Ohana. The provider shall create a recovery plan for the Transportation - Oahu Bus Pass service that lists at least one (1) activity or appointment obligation that the client shall honor as a result of receiving the Transportation - Oahu Bus Pass service.

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On rare occasions, issuance of a replacement bus pass may be authorized by the State of Hawaii Department of Health, Alcohol and Drug Abuse Division ("ADAD") for extenuating circumstances. Transportation - Oahu Bus Pass providers must document the month and the number of the missing bus pass, the date that the circumstances were noted, and the reason that a replacement bus pass is needed, such as theft or loss, in the client's hard copy file and in the client's WITS record. The Transportation - Oahu Bus Pass provider must also report the bus pass as missing to law enforcement and include a copy of the police report in the client's hard copy file along with entering the police report number and date the report was made by the Transportation - Oahu Bus Pass provider into the client's WITS record. A copy of that report in the client's hard copy file is required as proof for authorization of a second charge for the Transportation — Oahu Bus Pass service for the same calendar month as a previous charge for Transportation — Oahu Bus Pass services.

Transportation - Oahu Bus Pass services may be conducted in the form of office appointments, home visits, or other face-to-face contacts made in the community. All Transportation - Oahu Bus Pass services conducted 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"), Transportation - Oahu Bus Pass service shall be considered a recovery support service. This service does NOT require the Transportation - Oahu Bus Pass provider to provide twenty-four (24) hour services, crisis services, or on-going case management for ATR Ohana clients.

For clients who receive at least one Transportation - Oahu Bus Pass, but who then refuse further ATR Ohana services at the provider's agency, the Transportation - Oahu Bus Pass provider shall additionally close the client's episode of care at that agency in the WITS system. When the Transportation - Oahu Bus Pass 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 Transportation - Oahu Bus Pass provider from completing the Discharge GPRA when the Transportation - Oahu Bus Pass provider is the last active agency in WITS for that client.

#### C. Minimum Requirements

Transportation - Oahu Bus Pass staff shall possess and utilize a wide range of interpersonal and observation skills. The Transportation - Oahu Bus Pass provider shall be able to effectively work with individuals of diverse backgrounds, cultures, religious beliefs, and lifestyles. The

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Transportation - Oahu Bus Pass 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 Transportation - Oahu Bus Pass 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.

The Transportation - Oahu Bus Pass provider shall not provide ATR Ohana Assessor vouchered services paid for through ATR Ohana grant funds. Transportation - Oahu Bus Pass providers shall not be in a business or personal relationship likely to result in secondary financial gain with The Bus or 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 a Transportation -Oahu Bus Pass provider. Should a Transportation - Oahu Bus Pass provider decide to provide Assessor vouchered services within the ATR Ohana provider network, the Transportation - Oahu Bus Pass provider shall be required to cancel the MOU to provide Transportation - Oahu Bus Pass services for ATR Ohana. Transportation - Oahu Bus Pass providers wishing to cancel the MOU shall notify the ADAD as stipulated in the MOU. Transportation - Oahu Bus Pass providers who cancel their MOU for Transportation - Oahu Bus Pass 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 Transportation - Oahu Bus Pass provider agency are not questionable and that clients were not unduly influenced in their free choice of provider agency.

Transportation - Oahu Bus Pass providers shall not influence a client's free choice of other service providers. Transportation - Oahu Bus Pass 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 to the Transportation Oahu Bus Pass provider 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 Transportation - Oahu Bus Pass MOU.

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The Transportation - Oahu Bus Pass provider shall provide services to the largest geographic region possible within their agency's resources to maximize client access to ATR Ohana services.

The Transportation - Oahu Bus Pass provider shall collaborate and cooperate with Assessors and other ATR Ohana agencies. The Transportation - Oahu Bus Pass 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.

Transportation - Oahu Bus Pass 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 Transportation - Oahu Bus Pass 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 Transportation - Oahu Bus Pass 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 Transportation - Oahu Bus Pass 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.

1. The Transportation - Oahu Bus Pass provider shall ensure that staff providing Transportation - Oahu Bus Pass services have the capacity to deliver the service as stated in the MOU and Transportation - Oahu Bus Pass Exhibit as specified.

The Transportation - Oahu Bus Pass provider shall provide to ADAD, upon demand, any written or supporting documentation related to the Transportation - Oahu Bus Pass service, including all notes, recovery plans, police reports, distribution logs, and invoices.

### D. Voucher Management System ("VMS") Codes

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The VMS code for Transportation services is 3050, with sub category codes specified for Oahu Bus Pass services (-01 and -04). Payment of vouchers shall be managed through Hawaii WITS electronic voucher management system, using the following codes:

-01 Oahu Bus Pass, Monthly. New vouchers shall be authorized for a single period of thirty (30) consecutive days and shall expire thirty (30) days after issuance.

-04 Oahu Bus Pass, Yearly Disability. 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 Oahu Bus Pass, Monthly, shall be initiated by the Transportation - Oahu Bus Pass provider, and shall be capped at one (1) unit of service. The voucher for -04 Oahu Bus Pass, Yearly Disability, shall be initiated by the Transportation - Oahu Bus Pass provider, and shall be capped at one (1) unit of service. 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.

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 Transportation - Oahu Bus Pass 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 Transportation - Oahu Bus Pass provider. If no additional balance is due to the Transportation - Oahu Bus Pass provider, the balance shall be payable to the "State Director of Finance" within ten (10) business days of the Transportation - Oahu Bus Pass 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 Oahu Bus Pass, Monthly, shall be one (1) calendar month of twenty-eight (28) to thirty-one (31) consecutive days. The maximum number of units that may be billed for -01 Oahu Bus Pass, Monthly, shall be one (1) unit for a single calendar month, per client. -01 Oahu Bus Pass, Monthly, shall be funded as shown below:

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-01 Oahu Bus Pass, Monthly, one (1) unit, \$66

## One (1) unit shall include:

- 1. The exact cost to the Transportation Oahu Bus Pass provider for one (1) calendar month bus pass delivered to the client.
- 2. Ten percent (10%) administration processing cost paid to the Provider for one (1) calendar month bus pass delivered to the client.
- 3. Effective distribution of the monthly Oahu Bus Pass to the client as early as possible in the calendar month.
- 4. Creation of electronic consent that shall be confirmed by client signature to other ATR Ohana providers or non-ATR Ohana providers.
- 5. Electronic referral to WITS user agencies, as appropriate.
- 6. Creation of WITS format consent when referral will be to non-WITS user provider.
- 7. Confirmation that the client has completed first contact with the agencies of choice.
- 8. When authorized by written consent, electronic or written documents shall be released by the Transportation Oahu Bus Pass provider to the authorized treatment facility, probation officer, court official, or other appropriate authority.
- 9. Creation of one (1) unit voucher authorization for -01 Oahu Bus Pass, Monthly shall be authorized in the WITS system and claim for payment may be made in WITS against that voucher for services delivered face-to-face and during the -01 Oahu Bus Pass, Monthly, voucher activation period.
- 10. The six (6) month follow-up GPRA shall be completed by the Transportation - Oahu Bus Pass provider with clients whose eligibility period for completion of the six (6) month follow-up GPRA occurs during the period of time that the Transportation -Oahu Bus Pass service is authorized for the Transportation -Oahu Bus Pass provider.
- 11. The Transportation Oahu Bus Pass 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 Transportation Oahu Bus Pass provider. When the Transportation Oahu Bus Pass 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.
- 12. Comprehensive and timely creation of all electronic and written documentation corroborating that the above actions were completed.

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The minimum unit of billing for -04 Oahu Bus Pass, Yearly Disability, shall be one (1) unit, which is twelve (12) consecutive calendar months, three hundred sixty-five (365) consecutive days. The maximum number of units that may be billed for -04 Oahu Bus Pass, Yearly Disability, shall be one (1) unit per one (1) calendar year of twelve (12) consecutive calendar months, per client.

-04 Oahu Bus Pass, Yearly Disability, shall be funded as shown below:

-04 Oahu Bus Pass, Yearly Disability, one (1) unit, \$36

One (1) unit shall include:

- 13. The exact cost to the Transportation Oahu Bus Pass provider for a one (1) year (twelve [12] consecutive calendar months) disability bus pass delivered to the client.
- 14. Twenty percent (20%) administration processing cost paid to the Provider for a one (1) year (twelve [12] consecutive calendar months) disability bus pass delivered to the client.
- 15. Effective distribution of the yearly disability Oahu Bus Pass to the client as early as possible in the period of the year (twelve [12] consecutive calendar months).
- 16. Creation of electronic consent that shall be confirmed by client signature to other ATR Ohana providers or non-ATR Ohana providers.
- 17. Electronic referral to WITS user agencies, as appropriate.
- 18. Creation of alternate written consent when referral will be to non-WITS user provider.
- 19. Confirmation that the client has completed first contact with the agencies of choice.
- 20. When authorized by written consent, electronic or written documents shall be released by the Transportation Oahu Bus Pass provider to the authorized treatment facility, probation officer, court official, or other appropriate authority.
- 21. Creation of one (1) unit voucher authorization for -04 Oahu Bus Pass, Yearly Disability, shall be authorized in the WITS system and claim for payment may be made in WITS against that voucher for services delivered face-to-face and during the -04 Oahu Bus Pass, Yearly Disability, voucher activation period.
- 22. The six (6) month follow-up GPRA shall be completed by the Transportation Oahu Bus Pass provider with clients whose eligibility period for completion of the six (6) month follow-up GPRA occurs during the period of time that the Transportation Oahu Bus Pass service is authorized for the Transportation Oahu Bus Pass provider.
- 23. The Transportation Oahu Bus Pass provider shall close the client's episode of care at that agency in the WITS system for

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ATR Ohana clients who refuse further ATR Ohana services from the Transportation - Oahu Bus Pass provider. When the Transportation - Oahu Bus Pass 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.

24. Comprehensive and timely creation of all electronic and written documentation corroborating that the above actions were completed.

In the event that an increase in the cost of Oahu Transit's monthly bus pass occurs, ATR Ohana will reimburse the Transportation – Oahu Bus Pass provider for -01 Oahu Bus Pass, Monthly, in accordance with section E. 1 and E. 2 of the Exhibit: Transportation – Oahu Bus Pass.

If the event that an increase in the cost of Oahu Transit's yearly disability bus pass occurs, ATR Ohana will reimburse the Transportation – Oahu Bus Pass provider for -04 Oahu Bus Pass, Yearly Disability, in accordance with section E. 13 and E. 14 of the Exhibit: Transportation – Oahu Bus Pass.

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 Transportation - Oahu Bus Pass 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 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. Transportation - Oahu Bus Pass providers shall check their written correspondence from the ADAD promptly,

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including newsletters, announcements, and electronic correspondence ("e-mail") for updates in order to comply with and incorporate required changes as soon as reasonably possible. Transportation - Oahu Bus Pass 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 Transportation - Oahu Bus Pass 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 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

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All Transportation - Oahu Bus Pass 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 Transportation - Oahu Bus Pass 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.



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