

Exhibit: Clean and Sober Housing Service Requirements

A. Definition

Clean and Sober Housing refers to multi-person, non-related individuals sharing a structured living arrangement. Clean and Sober Housing providers shall ensure that there are sufficient rules, screening for appropriateness of level of support, and information provided to their residents to assure that all individuals living in the Clean and Sober Housing situation are in need of Clean and Sober Housing services, are informed of the prohibitions, expectations, terms and conditions of acceptance for residence at the clean and sober home, and that violations of the rules of the clean and sober home are addressed in a manner that best protects the health, wellbeing, safety, and sobriety of other residents of the clean and sober home. The density of population for the home shall not exceed the capacity of the home to legally, safely, sanitarily, and effectively deliver Clean and Sober Housing services in a personalized, effective manner to all clean and sober home residents.

Clean and Sober Housing providers assist residents by providing general rules for communal living, program content that supports the transition of new residents into the clean and sober living community of the home, promotes development of skills that are likely to promote improved independence from subsidized Clean and Sober Housing funding, and assist individuals with practical assessment of the individual's readiness for independent living beyond the clean and sober home experience.

Clean and Sober Housing is considered a non-clinical recovery support service. Clean and Sober Housing program content shall be customized to each individual resident, shall address critical areas of independent living skills, and shall have sufficient rules and regulations, clearly defined, to assure that all residents of the clean and sober home understand the rules and expectations, and are sufficiently supported toward developing independence throughout their tenancy at the clean and sober home.

The Clean and Sober Housing service's purposes is:

1. To assist homeless individuals with entry into structured clean and sober living arrangements,
2. To promote wellness and recovery of individuals with substance use disorders by providing practical support and structure to individuals through living arrangements that promote clean and sober living and lifestyles,

3. To develop and maintain positive collaborative relationships with referral sources, ATR Ohana Assessors, and other community substance abuse treatment and recovery support services providers in both the ATR Ohana network and with non-ATR Ohana funded provider agencies, and

4. To facilitate wellness and recovery in ATR Ohana clients by effectively addressing the client's needs in appropriate settings with targeted supportive services likely to improve the capacity for the individual to transition into non-subsidized, permanent living arrangements.

B. Scope of Services

The Clean and Sober Housing service allows service providers 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 Clean and Sober Housing provider shall document actions related to the delivery of Clean and Sober Housing, 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, staff providing the service, number of other individuals present during the service and their relationship to the ATR Ohana client, treatment goal addressed during the interaction, progress toward completion of the goal, the purpose or topic of content areas of programming at the clean and sober home, frequency of direct interactions between the individual and clean and sober home staff and/or administrators, and shall include any further relevant details related to the Clean and Sober Housing service in the Hawaii Web Infrastructure for Treatment Services ("WITS") electronic voucher management system ("VMS").

The Clean and Sober Housing 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 Clean and Sober Housing service and the details listed above, and that shall be retained by the provider as documentation of service delivery to the client. The Clean and Sober Housing provider shall assure that the client effectively receives the Clean and Sober Housing service in a legal, safe, sanitary, timely, and effective manner, provided by staff sufficiently qualified and experienced to deliver the service, and in settings and circumstances appropriate to assure that the client has the maximum practical benefit from the Clean and Sober Housing service.

The Clean and Sober Housing provider shall create a recovery plan for the Clean and Sober Housing service that lists one (1) or more practical goal(s) related to one (1) or more of the client's presenting concerns upon entry into the clean and sober home. Goals identified in the recovery plan shall be goals that the client is willing to actively pursue as a result of receiving the Clean and Sober Housing service. If identified goals are achieved, the Clean and Sober Housing provider shall meet face-to-face with the client and a team representing significant others supportive of the client's recovery efforts to review the individual's circumstances, and to determine whether the client may be successfully transitioned to a more independent level of housing in the community. Clients retained at the same Clean and Sober Housing situation beyond thirty (30) days shall have their recovery plan reviewed no less than one (1) time during each additional period of thirty (30) consecutive days, or one (1) time each calendar month by the Clean and Sober Housing provider's supervisor and administrative team, which includes the client. All conclusions and recommendations of the recovery team shall be documented in the client's hard copy file and in the client's WITS electronic file, to justify the client's retention in the Clean and Sober Housing service. Clients receiving Clean and Sober Housing services shall document at least one (1) currently active practical goal related to the client's treatment that the client is willing to continue to actively pursue as a result of receiving on-going Clean and Sober Housing service.

The Clean and Sober Housing 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 Clean and Sober Housing 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) in 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 Clean and Sober Housing 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 Clean and Sober Housing provider may waive up to twenty dollars (\$20) of the client's monthly rent at the clean and sober home in the fifth (5th) month of ATR Ohana enrollment under the condition that the client completes the six (6) month GPRA follow-up screening with the Clean and Sober Housing provider during the GPRA

follow-up eligibility period. The Clean and Sober Housing provider may collaborate with local businesses, services, or other enterprises to distribute incentives to clients who select their agency over other Clean and Sober Housing providers, or may use other resources from their budget to purchase incentives to attract clients to select their agency for Clean and Sober Housing services in ATR Ohana. No more than twenty dollars (\$20) in value of goods, services, or waived fees may be provided to the ATR Ohana client by the Clean and Sober Housing provider in addition to the incentive provided to the client by the ATR Ohana Project.

The Clean and Sober Housing service occurs in group residential settings of generally non-related individuals, and is further supported through face-to-face contacts made by Clean and Sober Housing provider staff with clients enrolled in ATR Ohana. The Clean and Sober Housing provider shall extensively document the content of the Clean and Sober Housing service in the WITS VMS to provide evidence that the substance of the Clean and Sober Housing contained substantial program content to justify billing for the Clean and Sober Housing service beyond basic rent expenses.

All Clean and Sober Housing services related contact with ATR Ohana clients conducted in person, telephonically, electronically, or in the community must maintain client confidentiality in compliance with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and 42 CFR Part 2.

For the purposes of this MOU, Clean and Sober Housing service shall be considered a recovery support service. This service does NOT require the Clean and Sober Housing provider to provide twenty-four (24) hour services: however, the Clean and Sober Housing provider shall assure sufficient supervision at the clean and sober home to assure that all residents are provided with a legal, safe, sanitary, and effective Clean and Sober Housing service experience. At times, this shall require the Clean and Sober Housing provider to respond to crisis situations, but does not require the provision of full-time, on-going case management for ATR Ohana clients.

For clients who complete at least one Clean and Sober Housing service episode, but who then refuse further ATR Ohana services at the provider's agency, the Clean and Sober Housing provider shall additionally close the client's episode of care at that agency in the WITS system. When the Clean and Sober Housing 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 Clean and Sober Housing provider from completing the Discharge GPRA when the Clean

and Sober Housing provider is the last active agency in WITS for that client.

C. Minimum Requirements

Clean and Sober Housing staff shall possess and utilize a wide range of higher level interpersonal and observational skills. The Clean and Sober Housing staff shall be able to effectively work with individuals of diverse backgrounds, cultures, religious beliefs, and lifestyles. The Clean and Sober Housing staff 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 Clean and Sober Housing staff 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 the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and 42 CFR Part 2.

Clean and Sober Housing providers shall not provide Assessor vouchered services paid for through ATR Ohana grant funds. Clean and Sober Housing 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 Clean and Sober Housing provider. Should a Clean and Sober Housing provider decide to provide Assessor vouchered services within the ATR Ohana provider network, the Clean and Sober Housing shall be required to cancel the MOU to provide Clean and Sober Housing for ATR Ohana. Clean and Sober Housing providers wishing to cancel the MOU shall notify the ADAD as stipulated in the MOU. Clean and Sober Housing providers who cancel their MOU for Clean and Sober Housing 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 Clean and Sober Housing provider agency are not questionable and that clients were not unduly influenced in their free choice of provider agency.

Clean and Sober Housing providers shall not influence a client's free choice of other service providers. Clean and Sober Housing 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 Clean and Sober Housing MOU.

The Clean and Sober Housing provider shall provide services to the largest geographic region possible within their agency's resources to maximize client access to ATR Ohana enrollment.

Clean and Sober Housing providers shall collaborate and cooperate with Assessors and other ATR Ohana agencies. The Clean and Sober Housing 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.

Clean and Sober Housing 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 Clean and Sober Housing 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 Clean and Sober Housing 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 Clean and Sober Housing 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 Clean and Sober Housing provider shall ensure that staff providing Clean and Sober Housing services shall have the capacity, knowledge, and experience to deliver the Clean and Sober Housing service as defined in this MOU.

The Clean and Sober Housing provider shall provide to ADAD, upon demand, any written or supporting documentation confirming training related to the designated qualification of Clean and Sober Housing services clinical staff, including diplomas, licensure, certification, resumes

and/or transcripts of training or record of supervised direct experience with clients.

In the event that an Clean and Sober Housing provider determines that the Clean and Sober Housing service is no longer appropriate or sufficient to effectively support the client's recovery efforts, and a more intensive level of housing, treatment, or intervention is indicated, either because of behavioral, environmental, or other significant change in the client's circumstances, or because comprehensive, credible, collateral information may reasonably change or challenge the validity of the clean and sober home placement for the client, the Clean and Sober Housing provider shall engage and collaborate with other treatment and recovery support provider's, as authorized by signed consent of the client, to locate and facilitate effective transfer of the client into the situation or circumstance that is most likely to advance the client's goals for wellness and recovery, and which honor the client's choice of services.

D. Voucher Management System ("VMS") Codes

The VMS code for Clean and Sober Housing is 7020, sub category (-03). Payment of vouchers shall be managed through Hawaii WITS electronic voucher management system, using the following codes:

-03 Clean and Sober Housing. 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 -03 Clean and Sober Housing shall be initiated by the Clean and Sober Housing provider, and shall be capped based on the funds available within the client's individual cap of authorized ATR Ohana funds.

The vouchers for 7020-03 Clean and Sober Housing services shall be capped at one (1) unit of service per one (1) calendar day. The cost of rent at the clean and sober home shall not be pro-rated within the one (1) calendar day, and the Clean and Sober Housing service shall cover any portion of the period of one (1) calendar day regardless of the time of day that the client moves into the clean and sober home. In the case where a client temporarily is absent from the clean and sober home, the following criteria shall determine whether the Clean and Sober Housing provider shall be authorized to bill for Clean and Sober Housing services for that period of temporary absence:

Scenario 1. A single episode of a total period of time less than two (2) weeks in duration during any one (1) period of thirty (30) consecutive days covered by 7020-03 Clean and Sober Housing service, where the client is

temporarily out of the residence due to pre-arranged circumstances, shall be covered by 7020-03 Clean and Sober Housing, and the clean and sober home shall be considered the client's full-time home. Clients who reside at the clean and sober home for less than two (2) weeks in total duration for any one (1) period of thirty (30) consecutive days, shall be not be considered residents of the clean and sober home, and any balance paid to the Clean and Sober Housing provider for the Clean and Sober Housing service for the time that the client did not reside in the clean and sober home shall payable to the ADAD.

Programming content described above shall be included in the cost of 7020-03 Clean and Sober Housing and shall not be claimed for payment to ATR Ohana under any other service category, unless the specific content of the service provided is sufficiently distinct from usual programming content of the Clean and Sober Housing provider. Such content shall be optional to the ATR Ohana client, and shall not be mandated as a condition of residence in the clean and sober home. Clean and Sober Housing providers who are authorized to concurrently make claims for payment for supplemental content delivered to ATR Ohana clients shall have received prior approval for making claims for payment for the supplemental content in addition to the cost of Clean and Sober Housing services.

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 re-assignment 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 Clean and Sober Housing 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 Clean and Sober Housing provider. If no additional balance is due to the Clean and Sober Housing provider, the balance shall be payable to the "State Director of Finance" within ten (10) business days of the Clean and Sober Housing 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 7020-03 Clean and Sober Housing shall be one (1) unit, which shall be considered one (1) calendar day. The maximum number of units that may be billed for 7020-03 Clean and Sober Housing per client shall be limited by the availability of funds for each client as managed through the WITS client cap. Clean and Sober Housing services shall be funded as shown below:

7020 -03 Clean and Sober Housing, one (1) unit, \$15.00

One (1) unit shall include:

1. Accepting the electronic referral of the client in the WITS VMS and creation of the client's service Episode of Care at the Clean and Sober Housing 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 Clean and Sober Housing provider and the ATR Ohana Assessor that shall be confirmed by client signature.
6. The cost of all rent, utilities, and housing fees required for full-time residence in the clean and sober home for the client for one (1) full calendar day, from 12:00 AM to 11:59 PM for each one (1) unit of Clean and Sober Housing service claimed for payment.
7. Accurate, prompt, safe, and timely enrollment and move-in for the client for the purposes defined above.
8. Delivery of program content materials, and instruction designed to support the client's goals of wellness, recovery, and development of skills to successfully transition toward independent living.

The cost of additional items and/or expenses to the client, which are considered "board," such as meals, personal hygiene items, and other personal incidentals, are not included in the cost of Clean and Sober Housing, and shall be the responsibility of the client. Clients without the ability to pay for items considered "board" shall be extended credit to purchase such items, at the discretion of the Clean and Sober Housing provider. Clients unable to meet their debt obligations to the Clean and Sober

Housing provider for items considered “board” that are extended to the client through credit arrangements shall not be evicted by the Clean and Sober Housing provider during the period of time when the cost of rent at the clean and sober home is claimed for payment through ATR Ohana, regardless of the amount or delinquency of the debt for such items incurred by the client.

9. Electronic referral to WITS user agencies, as selected by the client.
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 Clean and Sober Housing provider shall be released to other Assessors, clinical substance abuse treatment and recovery support system agencies as designated by the client, such as confirmation of attendance at Clean and Sober Housing provider trainings, 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 Clean and Sober Housing service 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 as defined above, by face-to-face interaction, and during the Clean and Sober Housing voucher’s activation period.
14. The Clean and Sober Housing 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 Clean and Sober Housing provider. When Clean and Sober Housing 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. Clients eligible for other rental subsidy options must demonstrate active efforts to apply for available rental subsidies, and, when possible, shall exhaust personal funding prior to the Clean and Sober Housing provider making claims for rental compensation using Clean and Sober Housing services through ATR Ohana.

F. Insurance

Individuals or agencies authorized to provide services shall maintain comprehensive liability insurance. The provider shall obtain from a company authorized by law to issue such insurance in the State of Hawaii 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. Clean and Sober Housing 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. Clean and Sober Housing 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 Clean and Sober Housing 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 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

All Clean and Sober Housing 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 an Clean and Sober Housing 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.