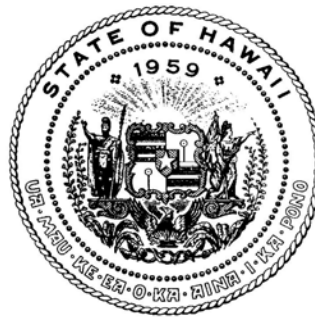


Exhibit Basics

The Fine Print

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Basic Exhibit Sections

- A. Definition
- B. Scope of Services
- C. Minimum Requirement
- D. Voucher Management System
- E. Fee Schedule
- F. Insurance
- G. Amendments and Corrections
- H. Suspension and Termination

The Footer

- Page number
- Revised DD-MM-YYYY
 - Most Recent Revision

A. Definition

The service definition provides a general overall explanation of the service.

The statement of service purposes provides a rationale for why the services is considered relevant to the clinical substance abuse treatment or recovery efforts of the client.

B. Scope of Services

All ATR Ohana services require that ATR Ohana providers develop, maintain, and facilitate professional coordinating relationships that include, but are not limited to, the client, assessors, referral sources, other ATR Ohana providers, non-ATR Ohana providers, client authorized family members and other recovery support and wellness systems available to the client.

ATR Ohana providers receive referrals from ATR Ohana Assessors in the Hawaii Web Infrastructure for Treatment Services (“WITS”) electronic voucher management system (“VMS”), and shall secure signed consent for transfer of client information to a variety of recipients, including the referring Assessor Agency, electronically referring clients to the client’s choice of other ATR Ohana or non-ATR Ohana service providers, and transferring appropriate reports and records to agencies when such information transfers are appropriately authorized in writing by the client, and assuring that clients are effectively engaged with their choice of other services and programs that support recovery and wellness.

Providers shall include complete and accurate documentation of actions taken on behalf of the client in the WITS VMS, collaboration with the client to identify ways that the client can meet identified clinical treatment, recovery and on-going wellness needs, screening of the client for appropriateness of enrollment in a range of services available from the ATR Ohana network of providers, and ensuring program eligibility and fitness of match between the client's identified needs and the capacities and capacities of their agency.

ATR Ohana providers work with clients to support substance abuse treatment efforts or other recovery support services programs that may be ATR Ohana grant funded or may be non-ATR Ohana grant funded. This includes contacting and building relationships with ATR Ohana Assessors, other ATR Ohana providers, and non-ATR Ohana substance abuse treatment, recovery support services providers, health and wellness programs, and family members of the client. ATR Ohana providers assure that electronic referrals generated in the WITS system are complemented with efforts, telephonic or otherwise, that ensure that clients engage with the substance abuse treatment, recovery support services providers, and other health and wellness programs selected by the client. ATR Ohana services do NOT require ATR Ohana providers to provide twenty-four (24) hour services, crisis services, or on-going case management for ATR Ohana clients.

ATR Ohana providers 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 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.

Providers 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. Providers may collaborate with local businesses, services, or other enterprises to distribute incentives to clients who select their agency over other ATR Ohana providers, or may use other resources from their budget to purchase incentives to attract clients to select their agency for the services they offer through ATR Ohana.

Providers shall fully document all Exhibit services they provide to the client in the WITS system. Claims for payment related to ATR Ohana services delivered shall be documented as Encounter Notes.

[Services provided to the client that are not claimed for payment, or notes unrelated to direct service delivery about actions taken on behalf of the client shall be documented as Misc. Notes in WITS.]

Minimum documentation to support any claim for payment shall include the client's signature along with the date of service on a document retained in the provider's possession.

All further ATR Ohana related efforts by the provider shall be fully documented for each incident using the WITS system as a Miscellaneous Note. The WITS Miscellaneous Notes shall be the electronic document recording the on-going actions taken on behalf of the client by the provider. The provider shall take, demonstrate and document proactive and tenacious actions on behalf of the client to assure the client's successful transition and transfer across all parts of the ATR Ohana network, and to the best of their abilities, across non-ATR Ohana recovery-oriented system of care supports.

For the purposes of this Memorandum of Understanding (“MOU”), services shall be considered either clinical substance abuse treatment or non-clinical recovery support services.

For ATR Ohana service providers [other than Assessors], the authorization to begin working with an ATR Ohana client for reimbursement from ATR Ohana grant funding shall begin with the acceptance of the client’s electronic referral in WITS, and shall continue through face-to-face contacts, telephone consultation and coordination on behalf of the client, and shall include correspondence needed by the client to facilitate access to services and agencies in the recovery-oriented system of care.

ATR Ohana services may be conducted in the form of office appointments, home visits, or other face-to-face contacts made in the community, or via electronic, telephonic, or hard copy correspondence with key individuals in the client’s life. All services and correspondence must maintain client confidentiality in compliance with Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and 42 CFR Part 2.

For clients who complete at least one face-to-face ATR Ohana service, but who then refuse further ATR Ohana services at the provider’s agency, the provider shall additionally close the client’s episode of service delivery at that agency in the WITS system. When the 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 provider from completing the Discharge GPRA when the provider is the last active agency in WITS for that client.

ATR Ohana provider staff shall possess and utilize a wide range of higher level interpersonal and observation skills. The provider staff shall be able to effectively work with individuals of diverse backgrounds, cultures, religious beliefs, and lifestyles. The provider 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 provider 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 Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and 42 CFR Part 2.

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

ATR Ohana providers shall not influence a client's free choice of other service providers. 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 provider's MOU.

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

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

ATR Ohana 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 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 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 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 ATR Ohana provider shall provide to ADAD, upon demand, any written or supporting documentation confirming delivery of ATR Ohana services, including all notes, logs, e-mails documents, assessment instruments, correspondence, or other ATR Ohana service related documents.

D. Voucher Management System ("VMS") Codes

The VMS code for ATR Ohana services have changed for many previously delivered ATR Ohana service categories. When a service code has a sub category, an additional two (2) digit number will follow a dash (-) and appear after the service category code (-0X).

Payment of vouchers shall be managed through Hawaii WITS electronic voucher management system, using the following codes:

All new vouchers shall be authorized for a single period of thirty (30) consecutive days and shall expire thirty (30) days after issuance.

All new vouchers shall be initiated by the ATR Ohana provider, and shall be capped at a maximum number of units of service per client, per day, per month, and/or per agency. 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 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 provider. If no additional balance is due to the Wellness Facilitation provider, the balance shall be payable to the "State Director of Finance" within ten (10) business days of the 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 Fee Schedule identifies the minimum unit and maximum number of units of billing for ATR Ohana service categories and describes how the service code will be funded, specifically, the amount of funds that may be claimed per unit of service..

The Fee Schedule also includes the description of the minimum services required to be included under that service code and for that amount of fee. While the service listing may differ based on the ATR Ohana service being delivered, the fee schedule may include some or all of the following:

One (1) unit shall include [at a minimum]:

1. Acceptance of the electronic referral of the client in the WITS VMS and creation of the client's service Episode of Care at the provider's agency in WITS.
2. Screening of the client for appropriateness of referral to the provider agency for the services selected by the client.
2. Dissemination of ATR Ohana grant information including grant mandates on free-choice, and compliance requirements with the six (6) month GPRA follow-up screening.
3. Six (6) month follow up screening of the client if it has not been completed.
4. Creation of electronic consent between the provider and the ATR Ohana Assessor that shall be confirmed by client signature.
5. Electronic consent and referral to other WITS user agencies, as selected by the client.
6. Creation of written consent using the WITS consent format when the client chooses referral to an agency that is not a WITS user provider.
7. Confirmation that the client has completed first contact with other agencies of choice.
8. When authorized by written consent, verbal, electronic or written reports by the provider shall be provided to other recovery support system agencies as designated by the client, such as confirmation of attendance at provider groups, activities, or appointments to the authorized treatment facility, probation officer, court official, or other appropriate authority.
9. Creation of one (1) voucher authorization for each service selected by the client shall be authorized in the WITS system and claim for payment may be made in WITS against that voucher for authorized services delivered to the client during the service voucher activation period.
10. The 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 provider. When the 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.
11. 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 clinical services shall maintain professional liability insurance (“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.

All agencies authorized to provide ATR Ohana services shall obtain from a company authorized by law to issue such insurance in the State of Hawaii general business liability 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. ATR Ohana 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.

ATR Ohana 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 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

All ATR Ohana 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 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