

Exhibit: Gap Service Requirements

A. Definition

The Gap Service is used as a pay-through to fund a special need identified by the client. It is intended to assist the client in the event of special circumstances. Clients are not automatically entitled to the Gap Service. This service must be pre-authorized in writing by the ATR Ohana Quality Assurance Monitor after consideration of the special circumstances of the request to access the Gap Service and the amount of the need must be confirmed by presence of an original receipt for the exact amount of the Gap Service authorized. Gap Service is intended to fill in the “gap” where need is identified, and where no other ATR Ohana VMS code is available to assist the client by means of voucher for services. Two (2) examples of possible Gap Service scenarios are listed below:

Scenario 1) A client has a vehicle that would otherwise provide the client with reliable transportation, but the client has a flat tire, with no spare. The Gap Service provider may consider requesting authorization from the ATR Ohana Quality Assurance Monitor to procure a spare tire for the client’s vehicle, which will then allow the client to attend treatment, work, or educational appointments.

Scenario 2) A client has an infant child in the custody of the Department of Human Services. The client has otherwise completed all requirements for return of custody of the child, except that the client does not have a car seat sufficiently rated to transport the infant safely. The Gap Service provider may consider requesting authorization from the ATR Ohana Quality Assurance Monitor to procure an infant car seat for the client’s vehicle, which will then allow the client to regain custody of the child.

The Gap Service provider must secure electronic signed WITS format consent for transfer of client information when the vendor is informed that the Gap Service is being funded by the ATR Ohana project. The Gap Service claim is paid to the Gap Service provider after the service has already been paid out to the vendor of the service, and the cost of the special need shall be “fronted” by the Gap Service provider. The Gap Service provider shall claim, in addition to the exact amount of the authorized, receipted amount of the Gap Service need, a ten percent (10%) administrative service fee that shall be retained by the Gap Service provider, to compensate the Gap Service provider for identifying and facilitating the client’s special need and assuring that the need is met promptly.

The Gap Service’s purposes are:

1. To develop and maintain positive collaborative relationships with their referral sources, community substance abuse treatment and recovery support services providers in both the ATR Ohana network and with non-

ATR Ohana funded provider agencies, and with local vendors that provide services to meet the special, unanticipated needs of ATR Ohana clients.

2. To facilitate effective linkages between the client and the vendor able to promptly meet the client's special need once the need is identified and Gap Service funds are authorized by the ATR Ohana Quality Assurance Monitor.

B. Scope of Services

Gap Service shall include accepting the client's referral to the Gap Service provider agency in the WITS VMS, screening the client to ensure program match with client needs, and creating the client's episode of care at the Gap Service agency via face-to-face interviewing.

Gap Service occurs within a single period of thirty (30) consecutive days and is delivered by face-to-face contacts made by the Gap Service provider staff with clients in ATR Ohana. Gap Service may be conducted in the form of office appointments, home visits, or other face-to-face contacts made in the community and at local vendor locations. All Gap 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"), Gap Service shall be considered a non-clinical recovery support service. Gap Service shall mean that the Gap Service provider staff work with the client to verify special circumstances claimed by the client, and shall assure that all other options to fund the special need have been exhausted prior to submitting claim for payment for the Gap Service. This includes contacting and building relationships with ATR Ohana Assessors and non-ATR Ohana substance abuse treatment and recovery support services providers with supporting information about the client's special circumstances, and assuring that electronic referrals generated in the WITS system are complemented with other efforts, telephonic or otherwise, that ensure that coordination of client information used as the basis for supporting the clients claim of special circumstances are verified. This service does NOT require the Gap Service provider to provide twenty-four (24) hour services, crisis services, or on-going case management for ATR Ohana clients.

For clients who complete Gap Service, but who then refuse further ATR Ohana services, the Gap Service provider shall additionally complete a Discharge GPRA and electronic disenrollment of that client in the WITS system.

Failure of the client to comply with the Discharge GPRA does not relieve the Gap Service provider from completing the Discharge GPRA.

The Gap Service provider shall inform clients that they are required to complete a follow-up GPRA screening at the six (6) month anniversary of their ATR Ohana enrollment, and compliance with the six (6) month follow-up GPRA screening shall be a condition of enrollment and receipt of ATR Ohana grant funded services. Additionally, the Gap Service 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 clients will comply with the six (6) month follow-up GPRA screening requirement.

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

C. Minimum Requirements

Gap Service staff shall possess and utilize a wide range of higher level interpersonal and observational skills. The Gap Service staff shall be able to effectively work with individuals of diverse backgrounds, cultures, religious beliefs, and lifestyles. The Gap Service 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 Gap Service 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.

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

The Gap Service provider shall not influence a client's free choice of other service providers. The Gap Service provider 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 Gap Service provider's MOU.

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

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

The Gap Service provider 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 Gap Service 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 Gap Service 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 Gap Service 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 Gap Service provider shall provide to ADAD, upon demand, any written or supporting documentation, receipts, logs, correspondence or other confirming or

claims made related to the special circumstances regarding the client's request for Gap Service. One hundred percent (100%) of Gap Service claims for payment shall be audited by the Quality Assurance Monitor of ATR Ohana to minimize the risk of waste, fraud, and/or abuse of this unique ATR Ohana service category.

D. Voucher Management System ("VMS") Codes

The VMS code for Gap Service is 3040, sub category (-03). Payment of vouchers shall be managed through Hawaii WITS electronic voucher management system, using the following codes:

-03 Gap Service, expires thirty (30) days after issuance

The voucher for -03 Gap Service shall be initiated by the Gap Service provider, and shall be capped based on the funds available within the client's individual cap of authorized ATR Ohana funds.

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 Gap 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 Gap Service provider. If no additional balance is due to the Gap Service provider, the balance shall be payable to the "State Director of Finance" within ten (10) business days of the Gap Service 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

-03 Gap Service, expires thirty (30) days after issuance

The minimum unit of billing for Gap Service is one dollar (\$1.00) with a maximum expenditure limited by the amount of funding available within the client's maximum expenditure cap. Vouchers will expire after thirty (30) days.

While the voucher mechanism allows Gap Service funds to be disbursed to the Gap Service provider, the cost of the actual service plus ten percent (10%) administrative service fee shall already have been incurred by the Gap Service provider agency for the goods or service delivered to the client. No Gap Service funding shall be delivered to the client. No agency may retain the goods procured on behalf of the client. No goods or services procured through ATR Ohana funds may be exchanged by the client or the Gap Service provider in exchange for cash. The original receipt shall be retained by the Gap Service Provider and retained in the client's hard copy at the Gap Service provider agency. Misappropriation of Gap Service funds by the Gap Service provider shall be sufficient cause for immediate corrective action and/or suspension or termination of the Gap Service provider's MOU for ATR Ohana.

The minimum unit of billing for -03 Gap Service shall be one (1) unit, which is one dollar (\$1.00). The maximum number of units that may be billed for -03 Gap Service shall be the actual cost of the goods or service procured on behalf of the client, as verified by original receipt retained by the Gap Service provider and maintained in the client's hard copy file at the agency, plus ten percent (10%) service fee for the services provided to the client to procure the service on behalf of the client. The maximum limit for billing for Gap Services will be capped based on the amount of funding available to the client within the ATR Ohana client expenditure cap.

-03 Gap Service, one (1) unit, per one dollar (\$1.00)

All units billed for Gap Service shall include:

1. The exact cost to the Gap Service provider for the authorized goods or service documented as authorized for no more than the exact amount authorized.
2. Ten percent (10%) administration processing cost paid to the Provider for the goods or services purchased as authorized by the ATR Ohana quality Assurance Monitor and delivered to the client.
3. Acceptance of the electronic referral of the client in the WITS VMS and creation of the client's service Episode of Care at the Gap Service provider agency in WITS.
4. Screening of the client for appropriateness of referral to the provider agency for the services selected by the client.
5. Dissemination of ATR Ohana grant information including grant mandates on free-choice and compliance requirement with the six (6) month GPRA follow up screening.
6. Six (6) month GPRA follow up screening of the client if that has not been completed.

7. Creation of the electronic consent between the Gap Service provider and the ATR Ohana Assessor that shall be confirmed by client signature.
8. Identification of the specific good or service requested by the client for which there exists no alternate funding source.
9. Clarification of the special circumstances that support the claim that the requested goods or services are strongly relevant to the client's recovery plan.
10. Written justification that explains the special circumstances and strong relevance for the goods or services to the client's recovery plan.
11. Locating and quoting a price for the requested goods or services from a local vendor.
12. Securing written authorization from the ATR Ohana Quality Assurance Monitor for purchase of the identified goods or service for the quoted price from the identified vendor of the goods or service.
13. Once written authorization for the specific goods or service and the authorized purchase price is received by the Gap Service provider, direct procurement of the item along with the original receipt, by the Gap Service provider staff using pre-existing agency funds by the Gap Service provider.
14. Prompt and timely services delivered to the client for the purposes defined above.
15. Written confirmation signed by the client that the specific goods or services were delivered face-to-face to the client by the Gap Service provider, along with date, time, and description of the goods or service that were delivered.
16. Electronic referral to WITS user agencies, as selected by the client.
17. Creation of alternate written consent when the client chooses referral to an agency that is not a WITS user provider.
18. Confirmation that the client has completed first contact with other agencies of choice.
19. When authorized by written consent, verbal, electronic or written reports by the Gap Service provider shall be released to other recovery support system agencies as designated by the client, such as confirmation of delivery of the authorized goods or services, attendance at appointments related to the authorized goods or services to the authorized treatment facility, probation officer, court official, or other appropriate authority.
20. Creation of one (1) voucher authorization for -03 Gap 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 Gap Service delivered by face-to-face

interaction, and during the -03 Gap Service voucher activation period.

21. The Gap Service 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 Gap Service provider. When the Gap Service 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.
22. 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 Gap Service 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. The Gap Service provider 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. The Gap Service provider 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 Gap Service provider's authorization to receive new referrals for ATR Ohana services, 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 Gap Service 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 Gap Service 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.