

## Memorandum of Understanding (MOU) Written Competency

- TRUE FALSE 1. In order to remain eligible for referral of clients and reimbursement for provided services, the Provider shall comply with the terms and conditions of the MOU between their agency and the Alcohol and Drug Abuse Division (ADAD).
- TRUE FALSE 2. Only corporations or non-profits incorporated as 501 (c) 3 institutions are authorized ATR Ohana provider organizations.
- TRUE FALSE 3. Site visits and other on-site monitoring practices are allowed in ATR Ohana without prior notice and at any hour of the day or night.
- TRUE FALSE 4. For purposes of the ATR Ohana Project, the definition of fiscal fraud is “intentional deception or representation of deliberate falsehood, with the hope of personal benefit.”
- TRUE FALSE 5. For purposes of the ATR Ohana Project, the definition of fiscal waste is “Services not rendered or client outcomes not achieved in a cost-effective manner.”
- TRUE FALSE 6. For purposes of the ATR Ohana Project, the definition of fiscal abuse is “provider actions that violate sound professional, financial, or business practices in a way that harms a client or increases program costs. Client behaviors that generate waste or unnecessary costs also may be abuse.”
7. The Provider shall obtain the tax clearance certificates:
- a. When applying as an ATR Ohana provider and prior to release of the final payment for services.
  - b. Only when applying as an ATR Ohana Provider.
  - c. Only prior to release of the final payment for services.
  - d. Yearly tax clearance is required.
8. Services to ATR Ohana clients must be delivered through verifiable face-to-face contact:
- a. Always. There are no exceptions.
  - b. Always, unless specific exception is stated in the service category Exhibit.
  - c. There is no requirement for verifying face-to-face service delivery for ATR Ohana.
9. All of the items listed below are documentation requirements for ATR Ohana client records, **EXCEPT**:
- a. A hard copy paper file as a back up to documentation and claims for payment entered into the WITS system.
  - b. WITS electronic documentation is sufficient, and no hard copy paper file is required.
  - c. A record of the dates, times, length, and content of services delivered to the client.
  - d. Accurate, adequate, and prompt entry into the WITS system.

10. Individuals enrolled in ATR Ohana are considered Substance Abuse Treatment clients, and agencies providing services paid through ATR Ohana grant funds must:
  - a. Follow Title 42 Code of Federal Regulations (“CFR”) Part 2, which regulates confidentiality of alcohol and drug abuse patient records
  - b. Follow Title 45 CFR, Part 160 and 164, Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), which regulates confidentiality of patient health records and information.
  - c. Report any suspected violation of HIPAA or 42 CFR, Part 2 to ADAD.
  - d. All of the above.
  
11. Providers must maintain the books, documents, and other electronic records for each client referred to the provider as part of ATR Ohana in a secure and detailed manner for:
  - a. As long as they are working with the client.
  - b. The duration of their agency’s MOU with ADAD.
  - c. The duration of the ATR Ohana grant, which is four (4) years.
  - d. Seven (7) years post-discharge, or last day of service, for adults, and for seven (7) years past the age of consent for juveniles.
  
12. In order to demonstrate competency on each ATR Ohana mandatory training topic, the following is the minimum passing score that is required:
  - a. 60%
  - b. 75%
  - c. 90%
  - d. 100%
  
13. When there is any change to the provider’s authorized representative, business status, licensing, or any other changes in staffing that may affect the agency’s ATR Ohana service delivery to clients, the agency should notify ADAD in writing:
  - a. Immediately.
  - b. Within seventy-two (72) hours, three (3) calendar days.
  - c. Within ten (10) business days.
  - d. Within one (1) calendar month.
  
14. Critical ATR Ohana Project elements required by the Federal funder, SAMHSA, are:
  - a. Free and genuine choice among clinically appropriate treatment and/or recovery support options.
  - b. ATR Ohana funding can not be used to supplant existing funding.
  - c. ATR Ohana is a funder of last resort, and all other funding options for services to clients shall be exhausted prior to billing ATR Ohana.
  - d. Clients have the right to refuse services from the Provider at anytime for any reason.
  - e. All of the above are mandates of the ATR Ohana Project funder, SAMHSA.

15. The minimum compliance level for completion of the six (6) month follow-up GPRA screening of ATR Ohana clients is:
  - a. 50%
  - b. 80%
  - c. 95%
  - d. 100%
  - e. There is no minimum requirement for completion of the six (6) month follow-up GPRA, since ATR Ohana has been funded for four (4) years.
  
16. Failure by the Provider to maintain a minimum compliance level on the six (6) month follow-up GPRA for three (3) consecutive months shall result in:
  - a. Technical assistance to the provider agency to assist with improved compliance.
  - b. A verbal warning to the provider.
  - c. Written notice of the delinquency with request for a written corrective action plan.
  - d. Termination of the Provider's MOU.
  
17. ATR Ohana funds are issued by SAMHSA to Hawaii ADAD:
  - a. In one lump sum of \$11.4 million dollars.
  - b. In evenly divided yearly increments.
  - c. Contingent upon successful grant performance.
  - d. Both a and c.
  - e. Both b and c.
  
18. Claims for payment to WITS must be submitted:
  - a. Within the thirty (30) day voucher authorization period.
  - b. At any time during the fiscal year.
  - c. At any time during the ATR Ohana Project period.
  
19. Once the client's voucher expires:
  - a. It may easily be reopened by the provider.
  - b. It will easily be reauthorized by ADAD staff.
  - c. The funds are held in an account dedicated for the client's use, and vouchers can be reopened at any time during the four (4) years of the ATR Ohana Project.
  - d. The funds are released back to the WITS system and are reallocated to another client's voucher.
  
20. Provider agencies who discover incidents of inappropriate billing must:
  - a. Document the discovery, reverse or adjust the billing in WITS immediately, and notify ADAD staff of the error and corrective actions taken.
  - b. Wait to see whether ADAD staff discover the overbilling during claims review audit.
  - c. Resign as an ATR Ohana provider.
  - d. Deposit the funds into a separate account until ADAD demands return of the funds.

21. The Provider shall refund to ADAD any funds claimed by the Provider that were inaccurately, inappropriately, or incompletely documented. Payment for any amount unapproved, overstated or inappropriately claimed against ATR Ohana funds shall be payable:
- Immediately.
  - Within ten (10) business days.
  - Within the current fiscal year.
  - Within the four (4) year grant period.
22. ATR Ohana MOUs are in effect for the following length of time:
- No more than one year at a time, expiring on September 29<sup>th</sup> of each year.
  - For one year, and renewal of the MOU is automatic for each following year.
  - For three (3) years, with option to extend one (1) additional year if ATR Ohana is successful.
  - For all four (4) years.
23. The following individuals must sign the MOU in order for it to become an active agreement between the provider and ADAD:
- The CEO of the provider agency
  - The Chief of ADAD.
  - The ATR Project Director.
  - All of the above.
  - Both a and b.
24. The following individuals need to be aware of the contents and terms of the MOU between the provider and ADAD:
- The CEO of the provider agency.
  - The Chief of ADAD.
  - ADAD staff working on the ATR Ohana grant.
  - Agency staff involved with ATR Ohana.
  - Clients receiving ATR Ohana services.
  - All of the above.
  - Only a, b, c, and d.