

## **Exhibit: Outpatient Clinical Treatment Service Requirements**

### **A. Definition**

Outpatient Clinical Treatment is a clinical substance abuse treatment level service defined by the American Society of Addictions Medicine (ASAM) patient placement criteria, second edition revised (PPC-2R). Referral of the client to the appropriate level of Outpatient Clinical Treatment service shall be determined by independent assessment conducted by an Access to Recovery (“ATR Ohana”) Assessor agency. Clients shall be eligible to participate in the ASAM level of Outpatient Clinical Treatment service indicated by the conclusions of the ATR Ohana Assessor, which shall be based on self-report and corroborating collateral reports provided to the Assessor staff during the course of the clinical substance abuse assessment. The Addictions Severity Index (ASI) shall be the authorized clinical substance abuse treatment needs assessment instrument for adult ATR Ohana clients and the Adolescent Drug and Alcohol Diagnosis instrument shall be the authorized clinical substance abuse treatment needs assessment for adolescents age twelve (12) to eighteen (18). Clients shall be eligible to participate in a lower intensity ASAM level Outpatient Clinical Treatment service when: 1) no accessible Outpatient Clinical Treatment service is immediately available to the client at the ASAM level assessed as appropriate, or 2) the client refuses to accept referral to the ASAM level of Outpatient Clinical Treatment service assessed as appropriate, but will accept referral to a lesser ASAM level of Outpatient Clinical Treatment service, and the provider of the lower ASAM level of Outpatient Clinical Treatment service determines that the client may reasonably be provided meaningful and effective clinical substance abuse treatment service at the lesser ASAM level of clinical intervention.

The ASAM level services listed below are available to ATR Ohana clients when no alternate method of funding is available to pay for the cost of the OP services.

#### **Adolescents:**

Level I – Outpatient Clinical Treatment, which shall be delivered at a frequency of service is less than six (6) hours per week.

Level II.1 – Intensive Outpatient (IOP) Clinical Treatment, which shall be delivered at a frequency of service between six (6) hours and twenty (20) hours per week.

No payment for Level II.5, Partial Hospitalization, which shall be considered a frequency of service twenty (20) hours of service or more per week, shall be provided by ATR Ohana for adolescents.

Adults:

Level I – Outpatient Clinical Treatment, which shall be delivered at a frequency of services less than nine (9) hours per week.

Level II.1 – IOP Clinical Treatment, which shall be delivered at a frequency of services between nine (9) hours and twenty (20) hours per week.

No payment for Level II.5 Partial Hospitalization, which shall be considered a frequency of service twenty (20) hours of service or more per week, shall be provided by ATR Ohana a for adults.

Appropriateness of client placement and the appropriateness of the frequency and volume of claims for payment for Outpatient Clinical Treatment services shall be evaluated according to the six (6) dimensions identified and defined by ASAM PPC-2R, and against the Dimension Risk Rating scoring defined by ASAM PPC-2R. (ASAM Patient Placement Criteria, Second Edition-Revised. "Crosswalk". Pages 191-193. August 2001.)

For purposes of this Memorandum of Understanding ("MOU") and the Exhibit: Outpatient Clinical Treatment, the following service definitions shall be the basis for determining modality of service delivery:

Individual service shall be delivered to the client by one-on-one face-to-face interaction with the Outpatient Clinical Treatment provider clinical staff.

Group service shall be delivered to the client by face-to-face interaction between the client and the Outpatient Clinical Treatment provider clinical staff in a setting with one or more other clients receiving the same, or similar, level of ASAM PPC-2R clinical substance abuse treatment service. Group service provided to ATR Ohana clients shall not exceed a ratio of eight (8) clients to one (1) clinician (ratio of 8:1). When the ratio of clients to clinician in the group session exceeds eight to one (8:1), the Outpatient Clinical Treatment provider shall assure that one (1) or more additional agency staff shall assist or facilitate the primary clinician delivering group service at a ratio of clients to staff that does not exceed eight (8) clients for each one (1) staff.

Family/Marriage service shall be delivered to the client by the Outpatient Clinical Treatment provider's clinical staff by face-to-face interaction with the client and at least one (1) or more of the client family members (e.g., spouse, sibling, parent, child, extended family member, surrogate family member, or other individuals determined by the client to be a significant person in the client's recovery support network). Family/ Marriage service

provided to ATR Ohana clients shall not exceed a ratio of eight (8) client and family to one (1) clinician (ratio of 8:1). When the ratio of client and family to clinician in the family/marriage session exceeds eight to one (8:1), the Outpatient Clinical Treatment provider shall assure that one (1) or more additional agency staff shall assist or facilitate the primary clinician delivering family/marriage service at a ratio of client and family to staff that does not exceed eight (8) clients and family for each one (1) staff.

The Outpatient Clinical Treatment provider shall receive electronic referrals from the ATR Ohana Assessor in the Hawaii Web Infrastructure for Treatment Services ("WITS") electronic voucher management system ("VMS"), and shall be provided electronic access to the client's ASI (Adults) or Adolescent Drug Abuse Diagnosis (Adolescents) instrument to inform their treatment planning and service delivery efforts. The Outpatient Clinical Treatment provider shall secure signed consent for transfer of client information to a variety of recipients, electronically referring clients to the client's choice of other service providers based on client choice and transferring appropriate reports to those agencies, and assuring clients are effectively linked to their choice of services and programs.

The Outpatient Clinical Treatment service's purposes is:

1. To develop and maintain positive collaborative relationships with their 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,
2. To ensure that the conclusions of independent, objective assessments for substance abuse treatment and recovery support services drive level of Outpatient Clinical Treatment services provided through ATR Ohana, and
3. To facilitate wellness and recovery in ATR Ohana clients by effectively addressing the client's needs at the appropriate level of care in the least restrictive environment, while honoring the client's choice of substance abuse treatment and recovery support services once need is identified.

**B. Scope of Services**

The Outpatient Clinical Treatment 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 Outpatient Clinical Treatment provider shall document actions related to the delivery of Outpatient Clinical Treatment, 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 for the session, and shall include any further relevant details related to the Outpatient Clinical Treatment session in the Hawaii Web Infrastructure for Treatment Services ("WITS") electronic voucher management system ("VMS").

The Outpatient Clinical Treatment 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 Outpatient Clinical Treatment service and the details listed above, and that shall be retained by the provider as documentation of service delivery to the client. The Outpatient Clinical Treatment provider shall assure that the client effectively receives the Outpatient Clinical Treatment service in a timely manner, provided by staff sufficiently qualified and experienced to deliver the service, and at the frequency and volume appropriate to assure that the client has the maximum practical benefit from the Outpatient Clinical Treatment service.

The Outpatient Clinical Treatment provider shall create a treatment plan for the Outpatient Clinical Treatment service that lists one (1) or more practical goal(s) related to one (1) or more of the client's presenting concerns identified in the ASI (Adults) or Adolescent Drug Abuse Diagnosis (Adolescents) instrument, and rating as a Dimension risk according to the ASAM PPC-2R. Goals identified in the treatment plan shall be goals that the client is willing to actively pursue as a result of receiving the Outpatient Clinical Treatment service. If identified goals are achieved, the Outpatient Clinical Treatment provider shall review the ASAM PPC-2R to determine whether the client may be successfully transitioned to a less intensive frequency or level of Outpatient Clinical Treatment service. Clients retained at the same ASAM PPC-2R level of service beyond thirty (30) days shall be assessed by the Outpatient Clinical Treatment provider's treatment team using the ASAM PPC-2R risk rating for Dimensions and the conclusions and recommendations of the treatment team shall be documented to justify the client's retention at the same level of Outpatient Clinical Treatment service or to support change to the clients frequency or level of Outpatient Clinical Treatment. Clients

receiving Outpatient Clinical Treatment 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 the Outpatient Clinical Treatment service.

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

The Outpatient Clinical Treatment service occurs in one-on-one or in group settings, and is delivered by face-to-face contacts made by Outpatient Clinical Treatment provider professional level clinicians with clients enrolled in ATR Ohana. The Outpatient Clinical Treatment provider shall extensively document the content of the Outpatient Clinical Treatment service in the WITS VMS to provide evidence that the substance of the Outpatient Clinical Treatment contained substantial clinical content to justify billing for the Outpatient Clinical Treatment service.

All Outpatient Clinical Treatment 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, Outpatient Clinical Treatment service shall be considered a clinical substance abuse treatment service. This service

does NOT require the Outpatient Clinical Treatment provider to provide twenty-four (24) hour services, crisis services, or on-going case management for ATR Ohana clients.

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

### C. Minimum Requirements

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

Outpatient Clinical Treatment providers shall not provide Assessor vouchered services paid for through ATR Ohana grant funds. Outpatient Clinical Treatment 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 Outpatient Clinical Treatment provider. Should an Outpatient Clinical Treatment provider decide to provide Assessor vouchered services within the ATR Ohana provider network, the Outpatient Clinical Treatment shall be required to cancel the MOU to provide Outpatient Clinical Treatment for ATR Ohana. Outpatient Clinical Treatment providers wishing to cancel the MOU shall notify the ADAD as

stipulated in the MOU. Outpatient Clinical Treatment providers who cancel their MOU for Outpatient Clinical Treatment 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 Outpatient Clinical Treatment provider agency are not questionable and that clients were not unduly influenced in their free choice of provider agency.

Outpatient Clinical Treatment providers shall not influence a client's free choice of other service providers. Outpatient Clinical Treatment 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 Outpatient Clinical Treatment MOU.

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

Outpatient Clinical Treatment shall collaborate and cooperate with Assessors and other ATR Ohana agencies. The Outpatient Clinical Treatment 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.

Outpatient Clinical Treatment 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 Outpatient Clinical Treatment 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 Outpatient Clinical Treatment 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 Outpatient Clinical Treatment 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 Outpatient Clinical Treatment provider shall ensure that staff providing Outpatient Clinical Treatment services shall be clinical level staff who meet at least one of the following quality and experience:

- a. Hawaii State Certified Substance Abuse Counselors (“CSAC”), pursuant to 321-193 (10) - Hawaii Revised Statutes; or
- b. Individuals who hold a Masters level degree in behavioral health sciences and no less than one (1) year of supervised direct experience with substance abuse treatment clients;

2. In addition, the Outpatient Clinical Treatment provider shall ensure that clinical staff providing Outpatient Clinical Treatment services have had training within the past five (5) years (60 months) in the designated patient placement criteria (ASAM PPC-2R);

3. Outpatient Clinical Treatment clinical staff unable to provide individual proof of qualification as an Outpatient Clinical Treatment clinician under standard C.2 shall request an exception to the training requirement as listed below:

- a. Submit a written request for exception naming the staff proposed for authorization; and
- b. Affirm that the clinician identified in the written request shall successfully complete the next available training for the ASAM PPC-2R.

\* For further information regarding State of Hawaii regulations and process for obtaining a license as a CSAC, related standards, application process, and forms go to:

<http://oeqc.doh.hawaii.gov/sites/har/admrules/default.aspx>

The Outpatient Clinical Treatment provider shall provide to ADAD, upon demand, any written or supporting documentation confirming training related to the designated qualification of Outpatient Substance Abuse Treatment services clinical staff, including diplomas, licensure, certification, resumes and/or transcripts of clinical training or record of supervised direct experience with substance abuse treatment clients.



In the event that an Outpatient Clinical Treatment provider determines that the ASAM PPC-2R level of care recommended by ASI or Adolescent Drug Abuse Diagnosis instrument completed by the ATR Ohana Assessor is incorrectly assigned, or that the ASAM PPC-2R level of care is no longer appropriate and a more intensive level of care 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 conclusions of the original ASI or Adolescent Drug Abuse Diagnosis instrument provided by the ATR Ohana Assessor, a letter designating the reasons for recommended increased frequency or higher level of care shall be sent by the Outpatient Clinical Treatment provider and delivered to the attention of the ATR Ohana Project Directory at ADAD. No change in ASAM PPC-2R level of care claims for payment for a higher frequency or ASAM PPC-2R level of care shall be authorized without written documentation of authorization from the ATR Ohana Project Director or other qualified substance abuse treatment clinician at ADAD. Approval for requests to increase frequency or ASAM PPC-2R level of ATR Assessor recommended Outpatient Clinical Treatment service shall be issued in writing and shall be retained in the client's hard copy file, documented in the clients electronic WITS record, and, if authorized by written consent by the client, transmitted to the ATR Ohana Assessor for attachment to the original ATR Ohana assessment. Written approval from the ATR Ohana Project Director or other qualified substance abuse treatment clinician at ADAD shall be sufficient to justify increase in ASAM PPC-2R level of care for that client, in lieu of a second ASI or Adolescent Drug Abuse Diagnosis assessment.

D. Voucher Management System ("VMS") Codes

The VMS codes for Outpatient Clinical Treatment services are;  
2070 – Individual Clinical Treatment,  
2080 – Group Clinical Treatment, and  
2090 – Family/Marriage Clinical Treatment.

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

2070 -01 Individual Clinical Treatment. New vouchers shall be authorized for a single period of thirty (30) consecutive days and shall expire thirty (30) days after issuance.

2080-01 Group Clinical Treatment. New vouchers shall be authorized for a single period of thirty (30) consecutive days and shall expire thirty (30) days after issuance.

2090-01 Family/Marriage Clinical Treatment. New vouchers shall be authorized for a single period of thirty (30) consecutive days and shall expire thirty (30) days after issuance.

The vouchers for 2070-01 Individual Clinical Treatment, 2080-01 Group Clinical Treatment, and 2090-01 Family/Marriage Clinical Treatment shall be initiated by the Outpatient Clinical Treatment provider, and the combined claims for payment for the above listed codes for Outpatient Clinical Treatment services shall be capped at a maximum total of eighty (80) units of service per month, per client. 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 Outpatient Clinical Treatment 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 Outpatient Clinical Treatment provider. If no additional balance is due to the Outpatient Clinical Treatment provider, the balance shall be payable to the "State Director of Finance" within ten (10) business days of the Outpatient Clinical Treatment 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 2070 -01 Individual Clinical Treatment shall be one (1) unit, which is thirty (30) consecutive minutes. The minimum unit of billing for 2080 -01 Group Clinical Treatment shall be one (1) unit, which is thirty (30) consecutive minutes. The minimum unit of billing for 2090 -01 Family/Marriage Clinical Treatment shall be one (1) unit, which is thirty (30) consecutive minutes.

The maximum number of units that may be billed for any combination of 2070 -01 Individual Clinical Treatment, 2080 -01 Group Clinical Treatment, and 2090 -01 Family/Marriage Counseling shall total no more than eighty (80) units, forty (40) hours per month, thirty (30) consecutive days, per client. Outpatient Clinical Treatment services shall be funded as shown below:

2070 -01 Individual Clinical Treatment, one (1) unit, \$15.00

2080 -01 Group Clinical Treatment, one (1) unit, \$15.00

2090 -01 Family/Marriage Clinical Treatment, 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 Outpatient Clinical Treatment 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 Outpatient Clinical Treatment provider and the ATR Ohana Assessor that shall be confirmed by client signature.
6. Clinical Treatment with the client for a full thirty (30) minutes for each one (1) unit of Outpatient Clinical Treatment service claimed for payment.
7. Prompt and timely services delivered to the client for the purposes defined above.
8. Multiple units of service delivered to the client on the same calendar date, but at non-consecutive times during the day shall be considered two (2) separate instances of Outpatient Clinical Treatment. Each separate service shall be fully and independently documented in the WITS VMS. For example,  
  
Scenario 1: A client receives Outpatient Clinical Treatment from 8:00 AM to 9:00 AM. This single Outpatient Clinical Treatment service to the client for a total amount of two (2) units shall be documented as one (1) Encounter Note in the WITS VMS.  
  
Scenario 2: A client receives Outpatient Clinical Treatment service from 8:00 AM to 8:30 AM and another Outpatient Clinical Treatment service later in the day from 2:00 PM to 2:30 PM. These two (2) separate Outpatient Clinical Treatment services to the same client for a total of two (2) units of services shall be documented as two (2) separate Encounter Notes in the WITS VMS.
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 Outpatient Clinical Treatment 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 Outpatient Clinical Treatment provider 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 each separate code of authorized Outpatient Clinical Treatment 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, by face-to-face interaction, and during the Outpatient Clinical Treatment voucher's activation period.
14. The Outpatient Clinical Treatment 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 Outpatient Clinical Treatment provider. When Outpatient Clinical Treatment 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.

F. Insurance

Individuals or agencies authorized to provide Outpatient Clinical Treatment 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. Outpatient Clinical Treatment 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. Outpatient Clinical Treatment 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 Outpatient Clinical Treatment 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 Outpatient Clinical Treatment 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 Outpatient Clinical Treatment 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.