

Exhibit: Pastoral Counseling Service Requirements

A. Definition

Pastoral Counseling may include, but is not limited to, a client meeting with an ordained minister, priest, rabbi, imam, monk, or other advanced level qualified, authorized and endorsed faith expert to study the application of a religious text to recovery, for support during a crisis, to determine a recovery plan or to receive instruction in religious rituals that provide meaning and can replace substance abuse behaviors. This may include structured discussions about the philosophy of religion or integration of spiritual tenets into daily living and sobriety. Pastoral Counseling faith experts incorporate faith and specific religious beliefs and convictions in the treatment and recovery process. Services may be provided on an individual basis or in a group setting.

Pastoral Counseling's purpose is to provide proactive instruction or interaction between the faith expert and the client to assist the client with developing the client's own concept of spirituality and its role in sustaining recovery.

B. Scope of Services

The Pastoral Counseling service allows service providers for the Access to Recovery ("ATR Ohana") Project 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 Pastoral Counseling provider shall document sufficient actions related to the delivery of Pastoral Counseling to facilitate quality assurance efforts related to administration of the ATR Ohana grant, including, but not limited to: securing written confirmation that services were initiated by face-to-face session, date that services are provided, start and end times, location where services are provided, the general topic discussed during the session, and shall include relevant details related to the Pastoral Counseling session that respect client privacy while assuring that claims for payment in the Hawaii Web Infrastructure for Treatment Services ("WITS") electronic voucher management system ("VMS") may be authorized for payment.

The Pastoral Counseling 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 Pastoral Counseling service and the details listed above, and that shall be retained by the

provider as documentation of service delivery to the client. The Pastoral Counseling provider shall assure that the client effectively receives the Pastoral Counseling service in a timely manner to assure that the client has the maximum practical benefit from the service.

The Pastoral Counseling provider shall create a recovery plan for the Pastoral Counseling service that lists at least one (1) practical goal related to the client's recovery that the client is willing to actively pursue as a result of receiving the Pastoral Counseling service. If the identified goal is achieved, the Pastoral Counseling provider shall update the recovery plan for the Pastoral Counseling service that lists at least one (1) currently active practical goal related to the client's recovery that the client is willing to continue to actively pursue as a result of receiving on-going Pastoral Counseling service.

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

The Pastoral Counseling service occurs in a one-on-one setting, and is delivered by face-to-face contacts made by Pastoral Counseling provider staff with clients enrolled in ATR Ohana.

All Pastoral Counseling services 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 Memorandum of Understanding (“MOU”), Pastoral Counseling service shall be considered a recovery support service. This service does NOT require the Pastoral Counseling 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 Pastoral Counseling service, but who then refuse further ATR Ohana services at the provider’s agency, the Pastoral Counseling provider shall additionally close the client’s episode of care at that agency in the WITS system. When the Pastoral Counseling 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 Pastoral Counseling provider from completing the Discharge GPRA when the Pastoral Counseling provider is the last active agency in WITS for that client.

C. Minimum Requirements

Pastoral Counseling provider staff shall possess and utilize a wide range of higher level interpersonal and observational skills. The Pastoral Counseling provider staff shall understand recovery and the value of every individual’s recovery experience and shall be able to effectively work with individuals of diverse backgrounds, cultures, religious beliefs, and lifestyles. The Pastoral Counseling provider 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 Pastoral Counseling provider 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.

Pastoral Counseling providers shall not provide Assessor vouchered services paid for through ATR Ohana grant funds. Pastoral Counseling 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 a Pastoral Counseling provider. Should a Pastoral Counseling provider decide to provide Assessor vouchered services within the ATR Ohana provider network, the Pastoral Counseling provider shall be required to cancel the

MOU to provide Pastoral Counseling for ATR Ohana. Pastoral Counseling providers wishing to cancel the MOU shall notify the ADAD as stipulated in the MOU. Pastoral Counseling providers who cancel their MOU for Pastoral Counseling 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 Pastoral Counseling provider agency are not questionable and that clients were not unduly influenced in their free choice of provider agency.

Pastoral Counseling providers shall not influence a client's free choice of other service providers. Pastoral Counseling 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 Pastoral Counseling MOU.

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

Pastoral Counseling providers shall collaborate and cooperate with Assessors and other ATR Ohana agencies. The Pastoral Counseling 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.

Pastoral Counseling 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 Pastoral Counseling 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 Pastoral Counseling 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 Pastoral Counseling 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 Pastoral Counseling provider shall ensure that staff providing Pastoral Counseling services have the capacity to deliver the service as stated in the MOU and Pastoral Counseling Exhibit as specified.

The Pastoral Counseling provider shall provide to ADAD, upon demand, sufficient written or supporting documentation related to the Pastoral Counseling service, including sufficient notes, recovery plans, supporting documentation, logs, and invoices to justify claims for payment made for Pastoral Counseling services.

D. Voucher Management System (“VMS”) Codes

The VMS code for Pastoral Counseling services is 5050 sub category (-01). Payment of vouchers shall be managed through Hawaii WITS electronic voucher management system, using the following codes:

-01 Pastoral Counseling. 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 -01 Pastoral Counseling shall be initiated by the Pastoral Counseling provider, and shall be capped at twenty (20) hours of service in a single period of thirty (30) consecutive days. 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 Pastoral Counseling 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 Pastoral Counseling provider. If no additional balance is due to the Pastoral Counseling provider, the balance shall be payable to the "State Director of Finance" within ten (10) business days of the Pastoral

Counseling 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 -01 Pastoral Counseling shall be one (1) unit, which is thirty (30) consecutive minutes. The maximum number of units that may be billed for -01 Pastoral Counseling in one (1) calendar month of thirty (30) consecutive days shall be forty (40) units, which is twenty (20) hours. -01 Pastoral Counseling shall be funded as shown below:

-01 Pastoral Counseling, one (1) unit, \$20.00

Pastoral Counseling 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 Pastoral Counseling 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 Pastoral Counseling provider and the ATR Ohana Assessor that shall be confirmed by client signature.
6. Pastoral Counseling to the client for a full thirty (30) minutes for each one (1) unit of Pastoral Counseling 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 Pastoral Counseling. Each separate service shall be fully and independently documented in the WITS VMS. For example,

Scenario 1: A client receives Pastoral Counseling from 8:00 AM to 9:00 AM. This single Pastoral Counseling 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 Pastoral Counseling from 8:00 AM to 8:30 AM and another Pastoral Counseling service later in the day from 2:00 PM to 2:30 PM. These two (2) separate Pastoral Counseling 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 Pastoral Counseling provider shall be released to other recovery support system agencies as designated by the client, such as confirmation of attendance at Pastoral Counseling 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 -01 Pastoral Counseling 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 -01 Pastoral Counseling voucher activation period.
14. The Pastoral Counseling 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 Pastoral Counseling provider. When Pastoral Counseling 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 Pastoral Counseling 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. Pastoral Counseling 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. Pastoral Counseling 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 Pastoral Counseling 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 Pastoral Counseling 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 Pastoral Counseling 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.