

Memorandum of Understanding  
Between the State of  
Hawaii Department of Health  
Alcohol and Drug Abuse Division  
Hawaii Access to Recovery Project  
and

Name of Organization

Address

Phone

VID#

The State of Hawaii Department of Health, Alcohol and Drug Abuse Division (“ADAD”) and Name of Organization (“Provider”) enter into a Memorandum of Understanding (“MOU”) to partner in the delivery of substance abuse treatment and/or recovery support services to clients assessed to be appropriate for such services and who are referred to the Provider, by ADAD, through the Hawaii Access to Recovery Project (“ATR Ohana”).

Specifically, the Provider shall make available the types of substance abuse treatment and/or recovery support services listed below to referred clients who are assessed to be appropriate for such services. The Provider shall bill ADAD via the Hawaii Web Infrastructure for Treatment Services system (“WITS”), which provides a list of approved and billable substance abuse treatment and/or recovery support services and specific fee schedules.

Exhibits

In order to remain eligible for referral of clients and reimbursement for provided services, the Provider shall comply with the following criteria:

A. BUSINESS VIABILITY

1. Be a corporate entity or sole proprietorship.
2. Obtain a general excise tax license from the Department of Taxation, State of Hawaii, in accordance with section 237-9, Hawaii Revised Statutes (“HRS”), and shall comply with all requirements thereof.
3. Obtain a tax clearance certificate from the Director of Taxation, State of Hawaii, and the Internal Revenue Services, U.S. Department of Treasury, showing that all delinquent taxes, if any, levied or accrued under state law against the Provider have been paid and submit the same to the ADAD prior to commencing any performance under this MOU. The Provider shall also be solely responsible for meeting all requirements necessary to obtain the tax clearance certificate required for final payment under section 103-53, HRS.

4. Obtain clearance by ADAD as an entity in good standing through the Excluded Parties List System (“EPLS”).
5. Maintain adequate staffing, credentialing, competency, fiscal management and administrative capacity to deliver ATR Ohana services as stated in the related Exhibit(s).
6. Provide verification through acceptable documentation that services were delivered through face-to-face contact between Provider staff and ATR Ohana clients. Also, the Provider shall provide through acceptable hard-copy and electronic documentation the dates, times, length, and content of services delivered to ATR Ohana clients, and to report those actions accurately, adequately, and promptly in the WITS system.
7. Process payments sufficiently to facilitate periodic quality assurance and claims reconciliation audits of fiscal processes related to Provider billing, posting, tracking, and adjudication of ATR Ohana claims for payment billing.
8. Complete ATR Ohana enrollment application.

B. RISK MANAGEMENT

1. Assume, intentionally, voluntarily, and knowingly, the sole and entire liability to the Provider’s employees and agents, and to any individual not a party to this MOU, for all loss, damage, or injury caused by the Provider, or the Provider’s employees or agents in the course of its employment.
2. 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.
3. Provide a Child Abuse and Neglect Central Registry check on each individual Provider staff with direct access to ATR Ohana clients. The Provider shall produce for verification any documents related to the Child Abuse and Neglect Central Registry check. Individuals with a positive record in the Child Abuse and Neglect Central Registry will not be approved for direct services with youth 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.
4. Provide documentation of staff members currently certified for Cardio Pulmonary Resuscitation (“CPR”), First Aid and/or Open Water Lifesaving

with expiration dates. The Provider shall provide at least one (1) Provider staff on the premises with CPR and First Aid certifications when any ATR Ohana client is on the premises. The Provider shall further provide that the minimum requirement of at least one (1) Provider staff with Open Water Lifesaving certification is present in the immediate area when ATR Ohana clients are participating in services in, on, or in immediate proximity to a substantial body of water, such as an ocean, lake, river, canal, and when it is reasonable to believe that the client may choose to enter the water or participate in activities in or on the water.

5. Provide all program requirements as specified in the Exhibit(s), which is hereby attached and made a part of this MOU. This shall include, but is not limited to submission of detailed outlines, syllabi, training schedules, instructor qualifications, and support materials.
6. Assure that Provider's staff provide, document, or bill for ATR Ohana funded services to clients and comply with all rules, requirements, policies, and procedures, as listed in the ATR Ohana Policy and Procedure Manual.
7. Comply with all program requirements, policies and procedures as set forth in the ATR Ohana Policy and Procedure Manual, and as may be periodically amended with notification provided in writing to the Provider.
8. Maintain in good standing throughout the term of this MOU a valid and unexpired license(s), registration(s), certificate(s), occupancy and zoning permit(s) and/or clearance(s) as applicable or other approvals which are appropriate for the services being provided under this MOU as specified in the Exhibit(s). Further, Provider agrees to present required licenses or other certifying documents to ADAD and notify ADAD, within ten (10) days, should the status of these documents change.
9. Not engage in any discrimination prohibited by any applicable federal, state, or county law.
10. Comply with all federal, state, and county laws, ordinances, codes, rules, and regulations to provide the required services under this MOU.
11. Provide eligible services only at sites approved by ADAD.
12. Offer services in a safe and appropriate setting that meets all zoning and building codes.
13. Meet standards that are required by local, state or federal statutes and regulations for other organizations that provide the same type(s) of service(s) (e.g. Outpatient Substance Abuse Treatment, child care, etc.).

14. Abide by Title 42 Code of Federal Regulations (“CFR”) Part 2, which regulates confidentiality of alcohol and drug abuse patient records and information and 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, and Provider shall promptly report any suspected violation of HIPAA or 42 CFR, Part 2 to ADAD.
15. Permit site visits and other monitoring practices, without prior notice, and make available upon demand during regular business hours, all pertinent fiscal records, and audits of program to any duly authorized representative of ADAD as they pertain to ATR Ohana.
16. Repeated violations of any portion of this MOU, Exhibit(s), ATR Ohana Policies and Procedures, or Federal and State laws, or ADAD rules, regulations or requirements, or incomplete compliance with required corrective actions, or failure to safeguard protected health information will result in termination of the Provider’s MOU.
17. Maintain the books, records, and electronic records on each client referred to the Provider as part of ATR Ohana in a secure and detailed manner. The Provider shall retain and safeguard such records for no less than seven (7) years from the date of execution of this MOU, and in full compliance with regulations covered in any section of this MOU.
18. Provider staff who provide ATR Ohana funded services, document ATR Ohana funded services, or submit claims for payment for ATR Ohana funded services to clients shall demonstrate written competency acceptable to ADAD in training areas deemed required for their level of access to ATR Ohana clients. These areas shall include, but are not limited to, general grant related information common to all ATR Ohana providers, specific service category requirements related to claims for payment, WITS processes unique to Provider’s fiscal officers, quality improvement initiatives, and/or evidence-based practices.
19. ATR Ohana funded services shall not commence until competency in all required areas is verified by ADAD for all Provider staff who provide ATR Ohana funded services, document ATR Ohana funded services, or submit claims for payment for ATR Ohana funded services to ATR Ohana clients.
20. Provider’s staff members are prohibited from providing, documenting, or billing for ATR Ohana services with clients if the Provider does not pass the written verification in a training area. All claims for payment for services provided by, or documented by Provider’s staff deemed not competent in a required training area shall not be paid by ATR Ohana.

21. Provider staff hired when no immediate ATR Ohana required training is scheduled may be trained in-house by the Provider's staff already documented in the specific topic area. Provider staff trained in this manner shall present to ADAD all documentation to complete written verification of competency prior to delivering, documenting, or billing for ATR Ohana services to clients.
22. Maintain a score of one hundred percent (100 %) which is the minimum level of competency required on the competency verification exam for each training topic.
23. Allow retesting of ATR Ohana Provider staff as required when a service category changes substantially.
24. Service improvement efforts related to the ATR Ohana shall, periodically, require additional training for Provider staff. Agencies shall ensure staff compliance with additional required training or competency testing in any required area. Provider staff privileges to deliver or make claims for payment for ATR Ohana services in areas requiring additional training shall be suspended until competency in the new area is verified.
25. Comply with the Program Fraud Civil Remedies Act (Title 45 CFR, Part 79). The Provider hereby certifies compliance with the Program Fraud Civil Remedies Act and to his/her knowledge and beliefs, that the statements herein are true, accurate and complete, and agrees to comply with the Public Health Service terms and conditions. Willful provision of false information is a criminal offense (Title 18, U.S. Code, Section 1001). Any person making any false, fictitious or fraudulent statement may, in addition to other remedies available to the Government, be subject to civil penalties under the Program Fraud Civil Remedies Act of 1986.
26. Notify ADAD within ten (10) days in writing of any change in the Provider's authorized representative, business status, licensing, or any other changes in staffing that may affect this MOU.
27. Obtain from a company authorized to issue such insurance in the State of Hawaii commercial general liability insurance in an amount of at least ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) for bodily injury and property damage liability arising out of each occurrence and TWO MILLION AND NO/100 DOLLARS (\$2,000,000.00) aggregate, and other service related insurance as specified in the attached Exhibit(s).

The liability insurance shall be primary and shall cover the insured for all work to be performed under the MOU, including changes, and all work performed incidental thereto or directly or indirectly connected therewith.

A certificate of the liability insurance shall be given to ADAD by the Provider. The certificate shall provide that the State of Hawaii and its officers

and employees are Additional Insureds. The certificate shall provide that the coverage being certified shall not be cancelled or materially changed without giving the ADAD at least thirty (30) days prior written notice by registered mail.

28. Agree to indemnify, defend, and hold harmless the State of Hawaii, its officers, employees, and agents from and against all liability, loss, damage, cost, and expense, including all attorneys' fees, and all claims, suits, and demands therefore, arising out of or resulting from the acts or omissions of the Provider or the Provider's employees, officers, agents, or subcontractors under this MOU.
29. Agree that this MOU shall be governed by and interpreted in accordance with the laws of the State of Hawaii.
30. When this MOU, Exhibits, or ATR Ohana Policy and Procedure Manual is modified by ADAD at any time throughout the ATR Ohana Project period, such modifications shall be reported to the provider in writing. All modifications shall become effective immediately upon written notification being issued by ADAD unless otherwise stated. Failure of the Provider to acknowledge receipt of the written notification by the Provider does not excuse the Provider from compliance with the modification. Failure to agree to the terms of the modifications shall result in termination of the MOU with the Provider.

C. COMPLIANCE WITH GRANT CRITERIA

1. Offer clients served through ATR Ohana funding, free and genuine choice among clinically appropriate treatment and/or recovery support options.
2. ATR Ohana funding shall not be used to supplant existing funding. Furthermore, ATR Ohana shall be the payer of last resort, and all other funding options for services to clients shall be exhausted prior to billing ATR Ohana.
3. The client shall have the right to refuse services from the Provider at anytime for any reason, and that refusing such services does not bar the client from referral to or use of other eligible services.
4. Maintain the following:
  - a. A minimum compliance level of eighty percent (80%) with the Government Performance Results Act ("GPRA") for six (6) month follow-up screening of ATR Ohana clients.
    - 1) Providers that fail to maintain the grant-stipulated minimum level of GPRA

compliance will be at-risk for suspension of the MOU due to GPRA non-compliance and will be notified in writing of its at-risk status.

- 2) ADAD shall provide technical assistance to Provider staff with GPRA follow-up efforts for any Provider that does not achieve a minimum compliance level of eighty percent (80%) on the six (6) month follow-up GPRA for any monthly reporting period.
  - 3) Failure to maintain the minimum compliance level of eighty percent (80%) on the six (6) month GPRA follow-up for any two (2) months within twelve (12) consecutive months shall necessitate immediate corrective actions directed by ADAD.
  - 4) Failure by the Provider to maintain a minimum compliance level of eighty percent (80%) on the six (6) month follow-up GPRA for three (3) consecutive months shall result in termination of the Provider's MOU.
- b. Minimum compliance of one hundred percent (100%) with the GPRA for Discharge GPRA screening on ATR Ohana clients when the Provider is the final active ATR Ohana service provider for those clients.
- 1) Providers that fail to maintain the grant-stipulated level of GPRA compliance will be at-risk for suspension of the MOU due to GPRA non-compliance and will be notified in writing of its at-risk status.
  - 2) ADAD shall provide technical assistance to Provider staff with GPRA follow-up efforts for any Provider that does not achieve a minimum compliance level of one hundred percent (100%) on the Discharge GPRA for any monthly reporting period.
  - 3) Failure to maintain the minimum compliance level of one hundred percent (100%) on the Discharge GPRA for any two (2) month within twelve (12) consecutive months shall necessitate immediate corrective actions directed by ADAD.
  - 4) Failure by the Provider to complete the Discharge GPRA upon WITS notification for three (3) consecutive months shall result in termination of the Provider's MOU.
5. The ADAD reserves the right to set, increase, or decrease the amount of funds anticipated to be utilized by the Provider as appropriate to manage overall expenditure of ATR Ohana funds in jurisdictions, service categories and proportions set or authorized by the Substance Abuse and Mental Health Services Administration, Center for Substance Abuse Treatment ("SAMHSA/CSAT") and operationalized and managed by ADAD.

6. The ADAD shall, at its discretion, revise all or part of the service categories available through ATR Ohana, and shall revise all or part of the reimbursement structure as necessary to effectively manage ATR Ohana expenditures to meet ATR Ohana goals, targets, and mandates.
7. The ADAD's ability to allocate ATR Ohana funds shall be limited by fiscal Quarter and State and Federal Fiscal Years. Claims for payment for services delivered to clients within the authorized period of the voucher shall not be carried over into later fiscal Quarters or Fiscal Years, and shall not be available for reallocation.
8. ATR Ohana funds shall be issued in yearly increments, and future year allocations shall be contingent upon successful performance in a variety of areas. Once all ATR Ohana funds are encumbered for each Fiscal Year, no further ATR Ohana funds shall be available for vouchering until the next Fiscal Year. Billing for ATR Ohana funded services shall be temporarily suspended in that case until additional funds are available. Claims for payment for services delivered during such a period of time shall not be paid. Retroactive billing shall not be authorized for ATR Ohana services billed in excess of each Fiscal Year's allocation.

D. BILLING PRACTICES

1. Submit claims for payment to WITS within the thirty (30) day voucher authorization period. Claims for billing that are not entered within the thirty (30) day voucher authorization period shall be rejected and not paid. No appeal to this rule shall be accepted. Funds authorized for electronic voucher that are not claimed for payment in WITS within the thirty (30) day voucher authorization period shall be expired and return to ATR Ohana WITS voucher funds on the thirty-first (31<sup>st</sup>) day. The funds shall then be reallocated to other ATR Ohana client vouchers.
2. If the number of service units or amount of claims for payment is determined at any time during the ATR Ohana Project period by ADAD to be inappropriate or unapproved, the ADAD shall deduct an equivalent amount from the next payable invoice until later resolution of the discrepancy by audit or other means.  
  
If ADAD determines, through investigation and examination, that service units or expenditures paid to the Provider are inappropriate and unallowable after the last invoice to the vendor has been paid, the Provider shall refund the amount of moneys paid that are determined to be inappropriate or unallowable.
3. Provider agencies shall notify the ADAD of all incidents of inappropriate billing and shall document all such claims in WITS immediately.



4. Incomplete, inaccurate, or unverifiable claims for payment or documentation identified through quality assurance efforts shall be completed, corrected, reconciled and/or recouped by ADAD prior to final payment for any balance of claims purported to be due to the Provider are paid by ADAD.
5. Any dispute of unapproved claims for payment shall be registered in writing and shall be accompanied by appropriate documentation supporting the claim for payment, to the ATR Quality Assurance (“QA”) Monitor within five (5) business days of being notified of the unapproved claim. The QA Monitor shall verify that documentation is appropriate to justify the claim for payment, or shall provide written clarification of the reason that the claim shall continue to be disallowed. ADAD shall be the final adjudicator for claims for payment and expenditure of ATR Ohana funds.
6. Full and final review of claims for payment for all four (4) years of the ATR Ohana Project period shall not be completed before final grant close-out in 2014. Unapproved claims for payment at any time during the ATR Ohana Project period shall be due to ADAD prior to final fiscal reconciliation and reporting of all ATR Ohana expenditures to SAMHSA/CSAT.
7. 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 within ten (10) business days to the “State Director of Finance” and should be remitted to the ATR Fiscal Coordinator within that time period to 601 Kamokila Blvd., Room 360, Kapolei, HI 96707.
8. Inaccuracies in claims for payment or supporting documentation shall constitute waste, fraud or abuse and shall require re-testing of the staff to ensure competency to continue providing and billing for ATR Ohana services. Repeated inaccuracies in claims for payment or incomplete or inaccurate documentation shall result in written notice of required corrective actions along with a deadline for compliance. Failure to complete all corrective actions by the deadline shall result in suspension of the Provider’s MOA. Notice of this suspension shall be submitted to the Provider in writing, and shall commence immediately upon confirmation of notification to the Provider. Suspension of the MOU between ADAD and the Provider shall persist until satisfactory documentation of billing or documentation competency is completed.

E. MUTUALITY OF UNDERSTANDING

1. Agree that this MOU may be terminated by the Provider or ADAD with thirty (30) days written notice, without cause, and immediately by ADAD for cause with written notification.
2. This MOU may be modified at any time by a written modification mutually agreed upon by both parties.

3. This MOU shall be effective on the date that ADAD signs and executes this document.

SAMPLE

4. This Memorandum of Understanding shall be in effect from the date of its execution to and including September 29, 2011, unless this MOU is terminated sooner through written notice by ADAD or the Provider. This MOU may be extended, with ADAD approval, for specified periods of time not to exceed three (3) years or for not more than three (3) additional twelve (12) month periods, upon mutual agreement and modification of the MOU. It is understood that this MOU is contingent upon the continued awarding of an ATR Ohana Cooperative Agreement award from the U.S. Department of Health and Human Services, Center for Substance Abuse Treatment in support of ATR Ohana in Hawaii.

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Provider Authorized Signatory  
Signatory's Title  
Provider Organization Name

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Date

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Keith Yamamoto, Chief  
Alcohol and Drug Abuse Division (ADAD)  
State of Hawaii  
Department of Health

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Date