

Exhibit: Sober Support Activity Requirements

A. Definition

Sober Support Activity services assist clients by supporting clean and sober lifestyle activities. Sober Support Activity services may be faith-, cultural-, or community based activities that provide the client with a healthy alternative to using controlled substances. Sober Support Activity services may include, but are not limited to, cultural activities (e.g., outrigger canoe paddling, hula, or taiko drumming), church or faith activities (e.g., church league softball or other church sponsored social events), athletic activities (e.g., martial arts, meditation, or yoga), and similar activities.

Sober Support Activity's purposes are:

1. To assist the client with establishing a network of social supports in non-clinical settings that are likely to discourage use of alcohol and other drugs,
2. To assist clients with developing and maintaining and transitioning through positive collaborative relationships with referral sources and 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 facilitate effective linkages between the client and the client's choice of substance abuse treatment and recovery support services once need is identified,
3. To assist the client with identifying his/her strengths and needs in recovery,
4. To help the client understand and set goals that relate to healthy interests, general wellness and meet the client's needs for recovery, and
5. To help the client take practical steps to explore and engage with health activities and sober social experiences.

B. Scope of Services

The Sober Support Activity 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 Sober Support Activity provider is responsible for receiving ATR Ohana client referrals in the Hawaii Web Infrastructure for Treatment Services (“WITS”) electronic voucher management system (“VMS”), securing signed consent for transfer of client information to a variety of recipients, electronically referring clients to the client’s choice of other ATR Ohana service providers, transferring appropriate reports to those agencies when authorized by written consent by the client, and assuring clients are effectively linked to their choice of services and programs.

The Sober Support Activity provider shall document actions related to the delivery of Sober Support Activity services, including, but not limited to: securing written confirmation that services were delivered by face-to-face contact, date that services are provided, start and end times, location where services are provided, the general description of the activity and rationale for why the Sober Support Activity supports the client’s recovery goals, and shall include any further relevant details related to the Sober Support Activity session in the Hawaii Web Infrastructure for Treatment Services (“WITS”) electronic voucher management system (“VMS”).

The Sober Support Activity 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 Sober Support Activity service and the details listed above, and that shall be retained by the provider as documentation of service delivery to the client. The Sober Support Activity provider shall assure that the client effectively receives the Sober Support Activity service in a timely manner to assure that the client has the maximum practical benefit from the service.

The Sober Support Activity provider shall create a recovery plan for the Sober Support Activity 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 Sober Support Activity service. If the identified goal is achieved, the Sober Support Activity provider shall update the recovery plan for the Sober Support Activity 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 Sober Support Activity service.

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

The Sober Support Activity service occurs in a group setting, and is delivered by face-to-face contacts and is supervised at all times during the Sober Support Activity by Sober Support Activity provider staff with clients enrolled in ATR Ohana. Sober Support Activity services shall be appropriate to age and developmental needs of the client receiving the services, and shall, in some circumstances, require separation by age for adolescent and adult populations receiving similar kinds of Sober Support Activity services.

All Sober Support Activity services 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"), Sober Support Activity service shall be considered a recovery support service. This service does NOT require the Sober Support Activity 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 Sober Support Activity service, but who then refuse further ATR Ohana services at the provider's agency, the Sober Support Activity provider shall additionally close the client's episode of care at that agency in the WITS system. When the Sober Support Activity 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 Sober Support Activity provider from completing the Discharge GPRA when the Sober Support Activity provider is the last active agency in WITS for that client.

C. Minimum Requirements

Sober Support Activity provider staff shall possess and utilize a wide range of higher level interpersonal and observation skills. The Sober Support Activity 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 Sober Support Activity 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 Sober Support Activity 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 Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and 42 CFR Part 2.

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

Sober Support Activity providers shall not influence a client's free choice of other service providers. Sober Support Activity 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 Sober Support Activity MOU.

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

Sober Support Activity providers shall collaborate and cooperate with Assessors and other ATR Ohana agencies. The Sober Support Activity 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.

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

The Sober Support Activity provider shall provide to ADAD, upon demand, any written or supporting documentation related to the Sober Support Activity service, including all notes, recovery plans, supporting documentation, logs, and invoices.

D. Voucher Management System ("VMS") Codes

The VMS code for Sober Support Activity services is 7030 sub category (-01 and -03). Payment of vouchers shall be managed through Hawaii WITS electronic voucher management system, using the following codes:

-01 Sober Support Activity – Session Fee. New vouchers shall be authorized for a single period of thirty (30) consecutive days and shall expire thirty (30) days after issuance.

-03 Sober Support Activity – Participation Fee. 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 Sober Support Activity – Session Fee shall be initiated by the Sober Support Activity provider, and shall be capped at one (1) unit of service per one (1) calendar day. For example:

Scenario 1: The client chooses to attend a church picnic at the beach, and the cost of the picnic is \$10. The Sober Support Activity provider bills one (1) unit of -01 Sober Support Activity – Session Fee. The cost of the picnic is paid by the Sober Support Activity provider, and the balance due to the provider from ATR Ohana can be retained by the Sober Support Activity provider agency to offset costs to the agency for supervision of the ATR Ohana client at the picnic.

Scenario 2: The client chooses to participate in hula lessons for two hours. The cost of the two (2) hours of lessons is \$60. The Sober Support Activity provider bills one (1) unit of -01 Sober Support Activity – Session Fee. The cost of the hula lesson exceeds the amount of payment for one (1) unit of Sober Support Activity – Session Fee reimbursement. The excess cost of the session shall be absorbed by the Sober Support Activity provider, or the balance of the cost of the hula lesson shall be the responsibility of the ATR Ohana client. No more than one (1) unit of -01 Sober Support Activity – Session Fee may be billed in a one (1) calendar day by the Sober Support Activity provider for the same client.

The voucher for -03 Sober Support Activity – Participation Fee shall be initiated by the Sober Support Activity provider, and shall be capped at one (1) unit of service per one (1) participation period. The minimum period of time covered by the Participation Fee shall be no less than thirty (30) consecutive days. The number of units that may be billed in a single period of thirty (30) consecutive days of the voucher activation period is one (1) unit.

Scenario 3: The client chooses to participate in a Sober Support Activity provider's canoe club for the Summer Session, which is a six (6) month

period of time. The provider charges a Summer Session fee for all participants who register for the club of \$250. The Sober Support Activity provider may bill -03 Sober Support Activity - Participation Fee one (1) time for the entire six (6) month Summer Session period of time at the cost of \$250, or 250 units of one dollar (\$1) so that the client will be eligible for participation in the Summer Session. If the Sober Support Activity provider's canoe club also has a Winter Session with a separate Winter Session fee, the provider may also bill for the cost of the Winter Session once the six (6) month period of time covered by the Summer Session fee claim for payment period of time has elapsed.

Scenario 4: The client chooses to participate in a Sober Support Activity provider's weightlifting program. The provider's facility requires a one (1) year membership fee of \$75 before the client can participate in the weightlifting program. The Sober Support Activity provider may bill -03 Sober Support Activity – Participation Fee one (1) time for the entire one (1) year, twelve (12) consecutive months, period of time. The provider shall not bill again for another weightlifting program membership fee again for the full duration of the one (1) year, twelve (12) consecutive months, period of time covered by the client's current membership fee.

Delinquent billing past the closing date of the single authorized voucher shall not be authorized. Vouchers that are unexpended by the voucher expiration date are automatically released back to the ATR general fund, and are considered available for re-assignment to other ATR clients.

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 Sober Support Activity 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 Sober Support Activity provider. If no additional balance is due to the Sober Support Activity provider, the balance shall be payable to the "State Director of Finance" within ten (10) business days of the Sober Support Activity 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 Sober Support Activity – Session Fee shall be one (1) unit, which is one (1) session per calendar day. The maximum number of units that may be billed for -01 Sober Support Activity

– Session Fee in one (1) calendar day shall be one (1) unit. -01 Sober Support Activity – Session Fee shall be funded as shown below:

-01 Sober Support Activity – Session Fee, one (1) unit, \$30.00

Sober Support Activity – Session Fee 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 Sober Support Activity 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 Sober Support Activity provider and the ATR Ohana Assessor that shall be confirmed by client signature.
6. Delivery of one (1) session of the client's choice of the Sober Support Activity for the one (1) unit of -01 Sober Support Activity – Session Fee 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 shall not be compensated in excess, to or in addition to, the one (1) unit of service authorized for payment.
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 Sober Support Activity provider shall be released to other recovery support system agencies as designated by the client, such as confirmation of attendance at Sober Support Activity 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 Sober Support Activity – Session Fee 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 Sober Support Activity – Session Fee voucher activation period.
14. The Sober Support Activity 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 Sober Support Activity provider. When the Sober Support Activity 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.

The minimum unit of billing for -03 Sober Support Activity – Participation Fee shall be one (1) unit, which shall be for a period of time no less than one (1) month, thirty (30) consecutive days, and may be as long as one (1) year or more of consecutive time during which the client shall have privileges to participate in the designated activity at no further cost to ATR Ohana. The number of units that may be billed at one time for the service code -03 Sober Support Activity – Participation Fee shall be capped by the ATR Ohana Project funds available to the client within the maximum expenditure cap for the client. -03 Sober Support Activity – Participation Fee shall be funded as shown below:

-03 Sober Support Activity – Participation Fee, one (1) unit, per
\$1.00

Sober Support Activity – Participation Fee shall include:

16. Accepting the electronic referral of the client in the WITS VMS and creation of the client's service Episode of Care at the Sober Support Activity agency in WITS.
17. Screening of the client for appropriateness of referral to the provider agency for the services selected by the client.
18. Dissemination of ATR Ohana grant information including grant mandates on free-choice and compliance requirement with the six (6) month GPRA follow up screening.
19. Six (6) month GPRA follow up screening of the client if that has not been completed.
20. Creation of the electronic consent between the Sober Support Activity provider and the ATR Ohana Assessor that shall be confirmed by client signature.
21. Delivery of one (1) period of eligibility for the client to participate in the client's choice of the Sober Support Activity for the designated eligibility period at no additional cost to ATR Ohana

- for every instance of -03 Sober Support Activity – Participation Fee claimed for payment.
22. Prompt and timely services delivered to the client for the purposes defined above.
 23. Multiple claims for payment for the same participation period for the same Sober Support Activity service provided to the client shall not be compensated.
 24. Electronic referral to WITS user agencies, as selected by the client.
 25. Creation of alternate written consent when the client chooses referral to an agency that is not a WITS user provider.
 26. Confirmation that the client has completed first contact with other agencies of choice.
 27. When authorized by written consent, verbal, electronic or written reports by the Sober Support Activity provider shall be released to other recovery support system agencies as designated by the client, such as confirmation of attendance at Sober Support Activity provider groups, activities, or appointments to the authorized treatment facility, probation officer, court official, or other appropriate authority.
 28. Creation of one (1) voucher authorization for -03 Sober Support Activity – Participation Fee 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 -03 Sober Support Activity – Participation Fee voucher activation period.
 29. The Sober Support Activity 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 Sober Support Activity provider. When the Sober Support Activity 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.
 30. 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 Sober Support Activity 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. Sober Support Activity 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. Sober Support Activity 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 Sober Support Activity 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 Sober Support Activity 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 Sober Support Activity 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.