

Exhibit: Transportation – Multi-passenger Vehicle Requirements

A. Definition

Transportation, for the purposes of this document, is considered to be mass transit vehicles such as taxis, van or other multi-passenger vehicles.

The Transportation – Multi-passenger Vehicle service purpose is:

1. To improve the client's ability to travel to substance abuse treatment services, to attend recovery support activities, to participate in ATR Ohana services, to engage in employment and/or education, or to attend other wellness related appointments or activities with both ATR Ohana funded providers and with non-ATR Ohana funded provider agencies, and
2. To increase the client's prompt attendance at and compliance with the above listed activities and appointments.

B. Scope of Services

The Transportation – Multi-passenger Vehicle service allows service providers for the Access to Recovery ("ATR Ohana") Project to assist clients in attending ATR Ohana clinical treatment, recovery support services, employment, education, or other wellness related activities when other methods of transportation are not feasible. Transportation – Multi-passenger Vehicle supports the client's wellness activities with planned location to location assistance when bus passes or other private transportation options are not feasible. Transportation providers must meet established criteria for licensure and/or certification within their industry and must maintain licensure and/or certification throughout their authorization to provide services to ATR Ohana clients.

The Transportation – Multi-passenger Vehicle provider shall retain a copy of documentation verifying the date of the transport, start and end times, start and end locations, start and end mileages, total mileage traveled per transport, the purpose for the transport, and shall indicate this information and any further relevant details of the transport in the Hawaii Web Infrastructure for Treatment Services ("WITS") electronic voucher management system ("VMS"). The Transportation – Multi-passenger Vehicle 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 was transported and the details listed above, and that shall be retained by the provider as documentation of service delivery to the client. The Transportation – Multi-passenger Vehicle provider shall assure that the client effectively receives the transportation service in a timely

manner to assure that the client is able to promptly attend the identified appointments ensuring maximum effectiveness of the services delivered to the client.

The Transportation – Multi-passenger Vehicle provider shall confirm with the client and document in the hard copy record and in the client’s WITS record that the client does not have an alternate, reliable, prompt means of transportation to the above listed activities and appointments. The provider shall create a recovery plan for the Transportation – Multi-passenger Vehicle service that lists at least one (1) activity or appointment obligation that the client shall honor as a result of receiving the Transportation – Multi-passenger Vehicle service.

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

The Transportation – Multi-passenger Vehicle service occurs by face-to-face contacts made by Transportation – Multi-passenger Vehicle provider staff with clients enrolled in ATR Ohana. All Transportation – Multi-passenger Vehicle services conducted in the community 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”), Transportation – Multi-passenger Vehicle service shall be considered a

recovery support service. This service does NOT require the Transportation – Multi-passenger Vehicle 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 Transportation – Multi-passenger Vehicle service, but who then refuse further ATR Ohana services at the provider's agency, the Transportation – Multi-passenger Vehicle provider shall additionally close the client's episode of care at that agency in the WITS system. When the Transportation – Multi-passenger Vehicle 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 Transportation – Multi-passenger Vehicle provider from completing the Discharge GPRA when the Transportation – Multi-passenger Vehicle provider is the last active agency in WITS for that client.

C. Minimum Requirements

Hawaii state law delegates the authority of regulating taxicab to the Counties. Taxicabs require licensure under the City & County of Honolulu, Community Service Department, Motor Vehicle Control Section. For further information regarding City & County of Honolulu regulations and the process for obtaining a license as a transportation provider, related standards, application process, and forms, please call the Motor Vehicle Control Section directly at 808-733-2540, or attain information in person at 1112 Kapahulu Avenue.

Providers transporting clients by van are required to hold valid State of Hawaii driver's licenses, to meet specified levels of motor vehicle liability insurance as defined below, and to keep vehicles in safe working condition as defined by State of Hawaii motor vehicle inspection standards. Further information regarding State of Hawaii regulations and/or process for obtaining required driver's licenses or for standards for motor vehicle inspection see:

<http://www.dmv.org/hi-hawaii/departments-motor-vehicles.php>

Transportation – Multi-passenger Vehicle staff shall possess and utilize a wide range of interpersonal and observation skills. The Transportation – Multi-passenger Vehicle provider shall be able to effectively work with individuals of diverse backgrounds, cultures, religious beliefs, and lifestyles. The Transportation – Multi-passenger Vehicle 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 Transportation – Multi-passenger Vehicle 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.

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

Transportation – Multi-passenger Vehicle providers shall not influence a client’s free choice of other service providers. Transportation – Multi-passenger Vehicle 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 to the Transportation – Multi-passenger Vehicle provider 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 Transportation – Multi-passenger Vehicle MOU.

The Transportation – Multi-passenger Vehicle provider shall provide services to the largest geographic region possible within their agency’s resources to maximize client access to ATR Ohana services.

The Transportation – Multi-passenger Vehicle provider shall collaborate and cooperate with Assessors and other ATR Ohana agencies. The Transportation – Multi-passenger Vehicle 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.

Transportation – Multi-passenger Vehicle 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 Transportation – Multi-passenger Vehicle 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 Transportation – Multi-passenger Vehicle 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 Transportation – Multi-passenger Vehicle 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 Transportation – Multi-passenger Vehicle provider shall ensure that staff providing Transportation – Multi-passenger Vehicle services have the capacity to deliver the service as stated in the MOU and Transportation – Multi-passenger Vehicle Exhibit as specified.

The Transportation – Multi-passenger Vehicle provider shall provide to ADAD, upon demand, any written or supporting documentation related to the Transportation – Multi-passenger Vehicle service, including all notes, recovery plans, transportation notes, mileage logs, and invoices.

D. Voucher Management System ("VMS") Codes

The VMS code for Transportation services is 3050, with sub category code specified for Multi-passenger Vehicle services (-03). Payment of vouchers shall be managed through Hawaii WITS electronic voucher management system, using the following codes:

-03 Multi-passenger Vehicle. 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 -03 Multi-passenger Vehicle, shall be initiated by the Transportation – Multi-passenger Vehicle provider, and shall be limited by the availability of funds for each client as managed through the WITS client cap. 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.

Transportation – Multi-passenger Vehicle service begins when the client is physically present inside the vehicle, and ends when the client has exited the vehicle. Mileage traveled from other locations to initially pick up the client is not a covered service. Mileage traveled to other locations after the client has exited the vehicle is not a covered service.

Transportation – Multi-passenger Vehicle services provided to multiple clients at the same time shall be delivered in a manner that maintains client confidentiality for each of the individual clients in compliance with Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and 42 CFR Part 2.

Individual claims for payment for services provided to multiple clients receiving Transportation – Multi-passenger Vehicle services during the same transportation episode may be submitted as individual claims for payment for each client transported for the portion of mileage delivered to that individual.

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 Transportation – Multi-passenger Vehicle 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 Transportation – Multi-passenger Vehicle provider. If no additional balance is due to the Transportation – Multi-passenger Vehicle provider, the balance shall be payable to the

"State Director of Finance" within ten (10) business days of Transportation – Multi-passenger Vehicle 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 -03 Multi-passenger Vehicle, shall be one (1) unit, which is one (1) linear mile as measured by odometer or other accurately calibrated distance measuring device. The maximum number of units that may be billed for -03 Multi-passenger Vehicle per client shall be limited by the availability of funds for each client as managed through the WITS client cap.

-03 Multi-passenger Vehicle shall be funded as shown below:

-03 Multi-passenger Vehicle, one (1) unit, \$2

One (1) unit shall include:

1. Transportation of the client for one (1) full mile of distance.
2. Prompt and timely transport of the client from one pre-identified location to a second pre-identified destination for the purposes defined above.
3. Round-trip transport of the client shall be considered two separate instances of transportation, and each instance of transportation shall be fully documented independently.
4. Creation of electronic consent that shall be confirmed by client signature to other ATR Ohana providers or non-ATR Ohana providers.
5. Electronic referral to WITS user agencies, as appropriate.
6. Creation of WITS format consent when referral will be to non-WITS user provider.
7. Confirmation that the client has completed first contact with the agencies of choice.
8. When authorized by written consent, electronic or written documents shall be released by the Transportation – Multi-passenger Vehicle provider to the authorized treatment facility, probation officer, court official, or other appropriate authority.
9. Creation of one (1) voucher authorization for -03 Multi-passenger Vehicle 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 face-to-face and during the -03 Multi-passenger Vehicle voucher activation period.

10. The six (6) month follow-up GPRA shall be completed by the Transportation – Multi-passenger Vehicle provider with clients whose eligibility period for completion of the six (6) month follow-up GPRA occurs during the period of time that the Transportation – Multi-passenger Vehicle service is authorized for the Transportation – Multi-passenger Vehicle provider.
11. Transportation – Multi-passenger Vehicle 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 Transportation – Multi-passenger Vehicle provider. When the Transportation – Multi-passenger Vehicle 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.
12. 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 Transportation Multi-passenger Vehicle services shall maintain driver’s license(s) at the appropriate level to operate the vehicle in question, and maintain automotive and commercial general and/or business-owner’s liability insurance that meets or exceeds industry standards, or those listed below, whichever is the higher amount.

Authorized providers for taxicab and van services shall have the following insurance coverage, as stipulated by the requirements of the City & County of Honolulu Motor Vehicle Control Section:

Each Person	\$100,000
Each Accident	\$200,000
Property Management	\$50,000

Should the statutory minimum limit change on any liability amounts designated by law, it is agreed the minimum limits stated herein shall automatically change as well.

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.

Individuals or agencies authorized to provide Transportation – Multi-passenger Vehicle 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. Transportation – Multi-passenger Vehicle 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. Transportation – Multi-passenger Vehicle 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 Transportation – Multi-passenger Vehicle 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 Transportation – Multi-passenger Vehicle 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 Transportation – Multi-passenger Vehicle 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.