

Exhibit: Wellness Facilitation Requirements

A. Definition

Wellness Facilitation includes ensuring that ATR Ohana clients are informed of, and effectively connected to, other recovery oriented services and programs in the client's recovery-oriented system of care. Wellness Facilitation is an automatically authorized service for all non-Assessor ATR Ohana provider agencies.

The Wellness Facilitation service purposes are:

1. To develop and maintain 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, and
2. To facilitate prompt and effective linkages between the client and the client's choice of substance abuse treatment and recovery support services once need is identified.

B. Scope of Services

Wellness Facilitation services require that ATR Ohana providers develop, maintain, and facilitate professional coordinating relationships that include, but are not limited to, the client, referral sources, other ATR Ohana providers, non-ATR Ohana providers, client authorized family members and other recovery support and wellness systems available to the client.

Wellness Facilitation providers receive referrals from ATR Ohana Assessors in the Hawaii Web Infrastructure for Treatment Services ("WITS") electronic voucher management system ("VMS"), and shall secure signed consent for transfer of client information to a variety of recipients, including the referring Assessor Agency, electronically referring clients to the client's choice of other ATR Ohana or non-ATR Ohana service providers, and transferring appropriate reports and records to agencies when such information transfers are appropriately authorized in writing by the client, and assuring that clients are effectively engaged with their choice of other services and programs that support recovery and wellness.

Client Wellness Facilitation shall include complete and accurate documentation of actions taken on behalf of the client in the WITS VMS, collaboration with the client to identify ways that the client can meet identified clinical treatment, recovery and on-going wellness needs, screening of the client for appropriateness of enrollment in a range of

services available from the Wellness Facilitation provider, and ensuring program eligibility and fitness of match between the client's identified needs and the capacities and capacities of the Wellness Facilitation provider's services.

Wellness Facilitation shall continue across the client's involvement in ATR Ohana services. A one-time payment of \$50.00 to each ATR Ohana provider agency is authorized. The fee for Wellness Facilitation service is not intended to reimburse the agency for actual case management costs. The Wellness Facilitation fee is a stipend to encourage all ATR Ohana providers to proactively and tenaciously connect the ATR Ohana client with services and systems available to the client that support the clients recovery efforts and pursuit of wellness.

Wellness Facilitation shall mean that Wellness Facilitation provider staff work with the client to facilitate entry into substance abuse treatment or other recovery support services programs that may be ATR Ohana grant funded or may be non-ATR Ohana grant funded. This includes contacting and building relationships with ATR Ohana Assessors, other ATR Ohana providers, and non-ATR Ohana substance abuse treatment, recovery support services providers, health and wellness programs, and family members of the client. Wellness Facilitation shall include assuring that electronic referrals generated in the WITS system are complemented with efforts, telephonic or otherwise, that ensure that clients engage with the substance abuse treatment, recovery support services providers, and other health and wellness programs selected by the client. This service does NOT require the Wellness Facilitation provider to provide twenty-four (24) hour services, crisis services, or on-going case management for ATR Ohana clients.

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

Wellness Facilitation providers shall document all Wellness Facilitation services they provide to the client. The first face-to-face incidence of Wellness Facilitation service delivered to the client shall be fully documented in the WITS system as an Encounter Note. Completion of the relevant details of the first Wellness Facilitation action taken on behalf of the client shall be submitted as a claim for payment. Minimum documentation to support this claim for payment of Wellness Facilitation services shall include the client's signature along with the date of service on a relevant service document provided by the Wellness Facilitation provider.

All further Wellness Facilitation efforts by the Wellness Facilitation provider shall be fully documented for each incident using the WITS system as a Note. The WITS Notes shall be the electronic document recording the on-going actions taken on behalf of the client by the Wellness Facilitation provider. The Wellness Facilitation provider shall take, demonstrate and document proactive and tenacious actions on behalf of the client to assure the client's successful transition and transfer across all parts of the ATR Ohana network, and to the best of their abilities, across non-ATR Ohana recovery-oriented system of care supports.

For the purposes of this Memorandum of Understanding ("MOU"), Wellness Facilitation shall be considered a non-clinical treatment recovery support service. Wellness Facilitation shall begin with the acceptance of the client's electronic referral in WITS, and shall continue through face-to-face contacts, telephone consultation and coordination on behalf of the client, and shall include correspondence needed by the client to facilitate access to services and agencies in the recovery-oriented system of care. Wellness Facilitation service may be conducted in the form of office appointments, home visits, or other face-to-face contacts made in the community, or via electronic, telephonic, or hard copy correspondence with key individuals in the client's life. All Wellness Facilitation services and correspondence must maintain client confidentiality in compliance with Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and 42 CFR Part 2.

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

C. Minimum Requirements

Wellness Facilitation staff shall possess and utilize a wide range of higher level interpersonal and observation skills. The Wellness Facilitation staff shall be able to effectively work with individuals of diverse backgrounds, cultures, religious beliefs, and lifestyles. The Wellness Facilitation staff shall have the capacity to build rapport and work with substance using clients and individuals who may have criminal histories, co-occurring health and mental health issues, a history of violence, and who may at times be less than willing to fully cooperate within structured services and systems. The Wellness Facilitation staff shall have the ability to work with individuals who may need translation services. This may require, at times, access to and collaboration with translator resources, either in-house or through an independent contract with translator services, and maintain client confidentiality in compliance with Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and 42 CFR Part 2.

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

Wellness Facilitation providers shall not influence a client's free choice of other service providers. Wellness Facilitation 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 Wellness Facilitation MOU.

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

Wellness Facilitation providers shall collaborate and cooperate with Assessors and other ATR Ohana agencies. The Wellness Facilitation provider shall collaborate with the client's choice of substance abuse treatment program(s) and with the various recovery support services providers selected by the client following initial enrollment in ATR Ohana.

Wellness Facilitation 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 Wellness Facilitation 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 Wellness Facilitation 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 Wellness Facilitation 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 Wellness Facilitation provider shall provide to ADAD, upon demand, any written or supporting documentation confirming delivery of Wellness

Facilitation services, including all notes, phone logs, e-mails or correspondence, or other Wellness Facilitation documents.

D. Voucher Management System (“VMS”) Codes

The VMS code for Wellness Facilitation services is 3040 sub category (-05). Payment of vouchers shall be managed through Hawaii WITS electronic voucher management system, using the following codes:

-05 Wellness Facilitation. 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 -05 Wellness Facilitation shall be initiated by the Wellness Facilitation provider, and shall be capped at one (1) unit of service per client, per agency. 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 Wellness Facilitation 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 Wellness Facilitation provider. If no additional balance is due to the Wellness Facilitation provider, the balance shall be payable to the “State Director of Finance” within ten (10) business days of the Wellness Facilitation 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 -05 Wellness Facilitation shall be one (1) unit, which is thirty (30) consecutive days. The maximum number of units that may be billed for -05 Wellness Facilitation per client, per agency, shall be one (1) unit.

-05 Wellness Facilitation shall be funded as shown below:

-05 Wellness Facilitation, one (1) unit, \$50

One (1) unit shall include:

1. Acceptance of the electronic referral of the client in the WITS VMS and creation of the client's service Episode of Care at the Wellness Facilitation 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 requirements with the six (6) month GPRA follow-up screening.
4. Six (6) month follow up screening of the client if it has not been completed.
5. Creation of electronic consent between the Wellness Facilitation provider and the ATR Ohana Assessor that shall be confirmed by client signature.
6. Electronic referral to other WITS user agencies, as selected by the client.
7. Creation of alternate written consent when the client chooses referral to an agency that is not a WITS user provider.
8. Confirmation that the client has completed first contact with other agencies of choice.
9. When authorized by written consent, verbal, electronic or written reports by the Wellness Facilitation provider shall be provided to other recovery support system agencies as designated by the client, such as confirmation of attendance at Wellness Facilitation provider groups, activities, or appointments to the authorized treatment facility, probation officer, court official, or other appropriate authority.
10. Creation of one (1) unit voucher authorization for -05 Wellness Facilitation shall be authorized in the WITS system and claim for payment may be made in WITS against that voucher for the first face-to-face Wellness Facilitation incident delivered during the -05 Wellness Facilitation service voucher activation period.
11. The Wellness Facilitation 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 Wellness Facilitation provider. When the Wellness Facilitation 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 Wellness Facilitation 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. Wellness Facilitation 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. Wellness Facilitation 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 Wellness Facilitation 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 Wellness Facilitation 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 Wellness Facilitation 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.