

Exhibit: Child Care Requirements

Definition: Child care is considered a non-overnight, planned, scheduled service during the hours that a client is enrolled in and attending treatment, recovery support activities, ATR services, or is engaged in employment related activities for which he or she is being compensated. Respite (emergency) child care is considered a non-scheduled, single episode of care, of short duration (eight (8) hours or less). Respite child care voucher issuance and billing requires prior authorization by ATR staff or ADAD administrators.

Child care support services are services that assist the client in securing long-term, appropriate, safe, and clean child care where alcohol and other drug use is not likely to be accepted or encouraged.

Scope of services: Child care providers shall provide structured activities and supervision for children under the age of twelve (12), minors, whose parent or legal guardian is involved in ATR services. The age cap may be waived dependent on the developmental level of the child, and upon prior authorization from ATR staff or ADAD administrators. Child care providers must be licensed by the State of Hawaii to provide this service.

Child care providers may also provide child care support services, primarily when referring to providers outside their own organization. Child care support providers shall assist the client in searching for, attaining, and keeping long-term, clean, safe, and appropriate child care. Child care support services to the client may include assisting the client with locating appropriate child care, assisting with the application process, managing logistics, finding permanent forms of child care funding and inspecting prospective child care locations for suitability.

Child care support services providers may also provide pay-through subsidies to child care providers on a need basis, provided that: (1) all other child care options and resources available to the client from other sources have been investigated, and (2) those funds have either been exhausted or an identified gap in funding exists. For example, if a client qualifies for child care subsidies through another government program that pays for child care, but there is a two (2) month waiting period before funding is available, the client may qualify for ATR funds for the identified waiting period.

Minimum requirements: Child care requires licensure under the State of Hawaii standards. For further information regarding State of Hawaii regulations and the process for obtaining a license as a child care provider, related standards, application process, and forms go to:

<http://hawaii.gov/dhs/dhs/self-sufficiency/childcare>

Child Care services providers are required to collaborate and cooperate with the Department of Human Services Child Welfare Services as the primary case management agency for the client, the client's treatment program, the Recovery Support Services ("RSS") Unit, and other ATR recovery support services providers for the purposes of enhancing client wellness and promoting recovery.

Voucher Management System (VMS) Code: The VMS code for Child Care is 3020, sub categories -01, -02, -03, -04. -05 and payment of vouchers is managed through HI-WITS electronic voucher management system:

- 01 First child, expires ninety (90) days after issuance,
- 02 Second child, expires ninety (90) days after issuance, and
- 03 Respite, eight (8) hours, expires thirty (30) days after issuance.
- 04 Structured Program, expires ninety (90) days after issuance.
- 05 Child Care Support, expires (30) days after issuance.

Client vouchers are initiated through the RSS Unit, and shall be capped once the maximum fees have been expended. 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.

Fee schedule: Minimum unit of billing for Child Care is one-half ($\frac{1}{2}$) hour, at a compensation rate of \$2.05 per half ($\frac{1}{2}$) hour (\$4.10 per hour), for a maximum total of two hundred eighty (280) hours per Child Care voucher. Child Care vouchers will expire after 90 days. Child Care services may be used for up to two (2) minor age children, as defined above, with a maximum expenditure of \$1,148.00 per child.

Minimum unit of billing for Respite is one-half ($\frac{1}{2}$) hour, at a compensation rate of \$2.05 per half ($\frac{1}{2}$) hour (\$4.10 per hour), for a maximum total of eight (8) hours per Respite voucher. Respite vouchers shall expire after thirty (30) days. Respite services are available on a per episode basis, as needed, and must be pre-authorized by ATR staff, with a maximum expenditure per voucher of \$32.80.

The minimum unit of billing for Child Care (-04) Structured Program Subsidies is (1) one payment. The specific minimum dollar amount and the total number of payments may vary from client to client, based on available Child Care options and the client's circumstances. Subsidies shall pay for tuition, tuition deposits, client co-pays, and other approved expenses that are not already paid for on behalf of the client by any other grants or assistance programs.

The minimum unit of billing for Child Care Support (-05) is one (1) week at a compensation rate of \$50.00 per week for a maximum total amount of \$200.00 or four (4) weeks per client.

The total combined maximum amount allotted for Child Care services is \$2500.00.

ATR funds are intended to support, not supplant, existing funding options for the client and may be billed only after all other options for funding this service have been exhausted.

Insurance: Individuals or agencies authorized to provide RSS services shall maintain commercial general liability insurance. The provider shall obtain from a company authorized by law to issue such insurance in the State of Hawaii commercial general liability insurance ("liability insurance") in an amount of at least ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) coverage for bodily injury and property damage liability arising out of each occurrence and TWO MILLION AND NO/100 DOLLARS (\$2,000,000.00) coverage in the aggregate.

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 ADAD at least thirty (30) days prior written notice by registered mail.

Amendments and Corrections: All corrections or updates required for ATR 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 Administrators of ADAD and the ATR Project shall be posted on the ATR website. RSS Unit providers are advised to check the website no less than once monthly for updates in order to comply with and incorporate required changes as referenced on the ATR website as soon as reasonably possible. Updates of a more urgent 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 Grant implementation may result in suspension or termination of the provider's authorization to provide services through ATR. Any changes will be considered applicable and implemented as of the date they are posted on the ATR website and providers are notified. Those providers who are unwilling to continue to provide ATR services under the amended or corrected conditions may suspend or 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 recovery support service provider and the agreement terminated.

ATR recovery support service providers shall receive written notice in the event that their authorization to provide ATR funded recovery support services has been suspended or terminated.

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 ATR offices at 601 Kamokila Blvd., Room 360, Kapolei, HI 96707, and shall be retained by ADAD for one (1) year (12 months) after all ATR II Grant funds have been expended. Any future versions of ATR Grant 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.

Suspension & Termination: All Recovery Support Service providers are considered “at will” parties to this Memorandum of Understanding (“MOU”) and may be suspended or terminated from receiving further client referrals should issues of waste, fraud, or abuse emerge. Client referrals may resume once concerns about waste, fraud, or abuse are positively resolved. Authorization to be a recovery support service Unit provider may be suspended or terminated should concerns about waste, fraud, or abuse not be satisfactorily resolved. Either party to this agreement may choose to suspend or terminate this agreement with the other party with thirty (30) days of written notice, without cause.