

## Exhibit: Cultural Practice Requirements

**NOTE: Each Cultural Practice will be unique and therefore, will have a specific scope of service, fee schedule, and specific types of minimum requirements and insurance requirements. As such, each exhibit must be revised to address each unique activity and reflect the appropriate changes prior to signing of the MOU**

**Provider must provide detailed information for each Cultural Practice before it can be authorized as a vouchered service through the ATR Project. This exhibit serves as a template ONLY and authorizes the organization to provide services under the Cultural Practice billing codes, but a specialized exhibit must be attached to the original MOU to authorize specific programs covered under the Cultural Practice billing categories.**

**<<<<Delete this section before public dissemination>>>>**

**Definition:** Cultural Practices are activities rooted in a specific culture or heritage. Hawaii is home to many different cultures and therefore, by definition, cultural practices shall encompass those from any culture as long as those practices support alcohol and drug free living and is culturally appropriate.

**Scope of Services:** Cultural Practices include a broad variety of unique perspectives and approaches and shall be designed to support the client's treatment and recovery. Each Cultural Practice provider shall submit a brief outline or description of proposed practices. Multiple practices from the same individual or organization are acceptable.

**Minimum Requirements:** When the Cultural Practice is one that is regulated, licensed, or certified by the State of Hawaii with a minimum industry standard (e.g. Lomilomi, acupuncture), that industry standard shall be considered the minimum acceptable standard of regulation, license or certification by the ATR Project for authorization to provide this service. Additionally, where there is an industry standard or association that is generally recognized as the arbiter of quality, providers agree to abide by that industry standard for quality of service in their provision of services. Cultural Practice providers shall submit a letter from an established organization in the community that can attest to the provider's expertise in the content area for which this agreement is being made. The letter shall be on organizational letterhead, be signed by a dually authorized officer or designee of the organization, and state that the practitioner is a provider of or is recognized as a practitioner of the proposed Cultural Practice.

Cultural Practice 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 Cultural Practices is 5050, sub category (-07, -08, -09, -10, -11), and payment of vouchers is managed through Hawaii WITS electronic voucher management system:

-07 Cultural Practice – Individual. Unit of service is one (1) hour, expires sixty (60) days after issuance.

-08 Cultural Practice - Individual Reimbursement Rate. Unit of service is one dollar (\$1.00), expires sixty (60) days after issuance.

-09 Cultural Practice – Group. Unit of service is one hour, expires sixty (60) days after issuance.

-10 Cultural Practice - Group Reimbursement Rate. Unit of service is one dollar (\$1.00), expires sixty (60) days after issuance.

-11 Cultural Practice - Session Rate. Unit of service is one dollar (\$1.00), expires ninety (90) days after issuance.

Client vouchers are initiated through the RSS Unit, and will 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 Cultural Practice – Individual (-07) is one-half (½) hour, at a compensation rate of \$30.00 per one-half (½) hour (\$60.00 per hour), for a maximum total of twelve (12) hours or total amount of \$720 for Cultural Support Services Individual hourly rate voucher per client.

Minimum unit of billing for Cultural Practice - Individual Reimbursement Rate (-08) is one dollar (\$1.00) with a maximum expenditure of \$720. Vouchers will expire after sixty (60) days. Reimbursement will be for actual expenses and requires documentation.

Minimum unit of billing for Cultural Practice – Group (-09) is one-half (½) hour, at a compensation rate of \$15.00 per one-half (½) hour (\$30.00 per hour) for a maximum total of twelve (12) hours or total amount of \$360 for Cultural Support Services Group hourly rate voucher per client.

Minimum unit of billing for Cultural Practice - Group Reimbursement Rate (-10) is one dollar (\$1.00) with a maximum expenditure of \$360. Vouchers will expire

after sixty (60) days. Reimbursement will be for actual expenses and requires documentation.

Minimum unit of billing for Cultural Practice - Session Rate, is (1) one session at a compensation rate of \$60.00 per session for a maximum total of twenty (12) sessions or total amount of \$720.00. Vouchers will expire after ninety (90) days.

**Insurance:** Individuals or agencies authorized to provide Cultural Practices shall maintain commercial general and/or business owner's liability insurance that meets or exceed those generally recognized as that industry's standard, or listed below, whichever is the higher amount.

Bodily injury & Property Damage (Including Personal Injury, Fire, and Legal Contractual & Products/Completed Operations):

Low risk - \$250,000 per occurrence / \$500,000 aggregate

High risk - \$1,000,000 per occurrence / \$2,000,000 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 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 and 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 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.