



# PROVIDER MANUAL

**ATR Can Help with  
Recovery**

**ATR Help Line: (855) 491.4567**



## INTRODUCTION TO ACCESS TO RECOVERY (ATR)

### OVERVIEW

The ATR program is supported by a grant awarded to the Massachusetts Department of Public Health/Bureau of Substance Addiction Services (DPH/BSAS) by the Substance Abuse and Mental Health Services Administration (SAMHSA). The ATR Program is administered by Advocates for Human Potential (AHP), the designated ATR Administrative Services Organization (ASO), working in partnership with the DPH/BSAS.

This six-month program is designed to give people who have substance use disorders (particularly those with or at risk of an opioid use disorder) wider access to community services to help them on the road to recovery. ATR creates an integrated and coordinated system of care that brings together a variety of non-traditional community and recovery support services.

### Core Principles of ATR

1. ATR is participant-centered and participant-driven. The participant drives the process.
2. ATR empowers participants to choose the services they need the most to help them with their recovery.
3. ATR is based on the belief that there are multiple pathways to recovery and helps participants create individualized recovery plans to chart their unique path to recovery.
4. ATR Coordinators provide powerful support for participants as they implement their recovery plans. The relationship between the ATR Coordinator and the participant over the six months of the program is a key component of ATR.

ATR funds recovery support *services* rather than traditional treatment. This emphasis is based on the belief that a *Recovery Oriented System of Care*, complete with a network of providers offering support services, is a vital enhancement to the clinical treatment system for people who have struggled or continue to struggle in their relationship to alcohol and other drugs. A robust and integrated network of care allows participants to access services with ease and creates a strong recovery plan. With guidance from an ATR Coordinator, ATR puts the participant at the center of the decision-making and focuses on the strengths of each individual.

ATR Coordinators work with participants to choose providers for the services that will support their recovery plans and authorize electronic vouchers to providers for the approved services through a web-based electronic voucher management system (WITS) for authorization.

Given the fact that participants make their own choices about which services they want, ATR cannot guarantee a specific number of referrals to any provider, thus there is no possible guarantee of specific revenue amounts.

ATR vouchers cannot be used for services eligible for payment by a third-party insurer, DPH/BSAS Block grant funding, or any other funding sources.

### ATR PARTICIPANT ELIGIBILITY

In order to be eligible, an individual must meet ALL of the following criteria:

1. First time participating in ATR

*\*If the person has ever been through ATR in the past, they are NOT eligible to receive ATR services again.*

2. At risk of developing an opioid use disorder, has an opioid use disorder, or has a history of overdose.
3. Motivated to work on his/her recovery.
4. In the early stages of recovery (around 2 years or less).
5. Resides in Greater Boston, Greater Springfield, New Bedford, or Worcester, and plans to be there for the next 6 months.
6. Is 18 years old or older.
7. Connected with a case manager (or some other staff person) in the recovery community.
8. Identifies with at least one of the following target groups:
  - a. Recently released from incarceration
  - b. Currently a participant in a Massachusetts drug court
  - c. Served in the U.S. Military (regardless of discharge status)
  - d. Pregnant, post-partum or parenting woman with children under the age of 18 years old, living in her home
  - e. Part of a substance use treatment program

Eligibility is validated by the ATR Coordinator.

## HOW DOES ATR WORK?

To receive services through ATR, you must be referred to one of our ATR Coordinators **by a professional in the recovery community**. Participants are referred from a number of sources, including substance use treatment programs; residential programs (recovery homes/halfway houses); Medication Assisted Treatment programs (MAT, which includes Methadone, Buprenorphine, Vivitrol); outpatient programs; recovery centers; drug courts; and probation/parole officers.

Participants each have an ATR Coordinator who works with them throughout the six months of the ATR program. They develop individualized recovery plans, which list their goals and the action steps needed and serve as the road map of services and activities they need to support them on the path to recovery. Participants then choose the specific services and providers they feel will be most useful to them in achieving their goals.

The ATR Coordinator provides a variety of services:

- Conducts an ATR orientation
- Conducts an initial screening and intake
- Obtains participant consent to participate in ATR
- Helps to develop Recovery Plans with the individual
- Presents service and provider options to participants and helps them with their decision making
- Authorizes vouchers for services
- Engages with the participant at least every 30 days

- Communicates with the key people working with the participant
- Communicates with services providers

The ATR Coordinator makes sure that providers are freely chosen by the participant and fit the participant's vision of recovery and authorizes services for the participant by issuing electronic vouchers to the designated provider. Every 30 days the ATR Coordinator checks in with the participant, assesses how they are doing, and reviews their Recovery Plan progress to help determine what additional services and vouchers might be needed.

## **ATR PROVIDER NETWORK**

### **PRINCIPLES OF SERVICE**

ATR is committed to developing a provider system that consists of a wide variety of recovery support service providers. All ATR Providers must be authorized by DPH/BSAS.

All providers are required to offer services in keeping with the following principles:

1. No single service is appropriate for all participants. It is important to match settings, interventions, and services to each participant's particular problems and needs.
2. A Recovery Plan must be assessed continually and modified as necessary to ensure that the plan meets the participant's changing needs during the course of ATR involvement.
3. Services must be appropriate and acceptable to members of culturally and racially diverse groups of men or women, regardless of age, gender, language ability, sexual orientation, and physical, mental, or emotional ability level. Services must recognize the variety of traditions, customs and practices related to healing and recovery.

### **ATR SERVICES**

Examples of recovery support services offered by our current ATR Provider Network include:

- Purchasing of basic needs items (clothes, shoes, etc.); official identification cards needed for education, employment, banking and financial transactions, such as driver's licenses, driver's permits, and state ID cards; registration fees; or fees related to obtaining a birth certificate
- Public transportation passes
- Job readiness and employment training, and support to pursue educational goals
- Health and wellness programs (gym membership, nutritional counseling, or smoking cessation)
- Assistance with medical co-pays, eyeglasses, prescriptions, or dental care
- Connection to the recovery community such as Recovery Coaching services

### **GENERAL REQUIREMENTS FOR ATR PROVIDERS**

Providers who want to participate in ATR and become part of the ATR Provider Network must complete an approval process with the MA Department of Public Health/Bureau of Substance Addiction Services (BSAS). An application packet may be requested by phone at (518) 729-1242 or downloaded from the ATR website at: <http://ma-atr.org>.

The application is submitted to AHP, and an initial review is done. It is then submitted to BSAS for final review. After receiving the complete application packet, DPH/BSAS staff will review it in as timely a fashion as possible. Providers will be notified when approved. Providers are required to update DPH/BSAS about any changes to the information provided in their application.

### **ADDING, CHANGING OR DELETING ATR SERVICES**

If a provider wants to add, delete or change any ATR authorized service(s), including service location or hours, the provider must notify BSAS in writing at least thirty (30) calendar days before the proposed change. In some cases, BSAS may require an amended or new application for the addition or change. Failure to obtain prior BSAS approval for any addition, change or deletion of services, may result in denial of payment or termination of the Participating Provider Agreement.

### **REQUIRED NOTIFICATIONS**

A provider must notify BSAS in writing of any change in any information included in the provider's ATR application.

A provider must immediately notify BSAS by telephone and in writing within one (1) business day, of any the following:

1. Serious injury or death of an ATR participant on the premises of the provider;
2. Any alleged abuse, neglect, physical or sexual assault between participants or between or among participants and staff, including any incident reported to law enforcement;
3. Any condition on the premises of the provider that poses a threat to the health and safety of participants;
4. Involuntary closure; or
5. Any civil or criminal investigation or pending legal proceedings against the provider or any staff member that relate to the delivery of services or may affect the continued operation of the provider.

Providers should address all required notifications to:

Sarah Ruiz  
Director of Planning and Development  
Massachusetts Department of Public Health  
Bureau of Substance Addiction Services  
250 Washington Street, 3<sup>rd</sup> Fl.  
Boston, MA 02108-4619  
Telephone: (617) 624-5136  
Email: [sarah.ruiz@state.ma.us](mailto:sarah.ruiz@state.ma.us)

### **SINGLE POINT OF CONTACT**

An ATR provider must designate one staff person as the **SINGLE POINT OF CONTACT (SPOC)** for all communications with AHP and BSAS related to ATR. This person must attend all mandatory ATR trainings and meetings. The SPOC is responsible for regularly checking the ATR website for program updates and for forwarding all ATR program information to appropriate staff within the provider organization.

## ATR VOUCHER PAYMENT AND BILLING

ATR Providers must accept ATR vouchers for reimbursement and must use the WITS (Web Infrastructure for Treatment Services) Voucher Management System to accept referrals/vouchers, create encounters, and invoice/bill for services. In order to fully operate WITS and communicate with AHP, a provider's office and computer systems must at a minimum include the following:

- Microsoft Operating System (apple/MAC computers are not compatible with WITS)
- Windows operating system 7 or higher
- Secure Internet access with Windows Internet Explorer Version 10 or higher (can use other browsers like Chrome, Firefox, Safari)
- Email
- Adobe Acrobat
- FAX Machine

The WITS system generates participant vouchers indicating the services the participant is authorized to receive from a specified ATR Provider, the number of approved units of service, and the cost for each service. Vouchers are sent to providers electronically when the ATR Coordinator makes a referral and authorizes a voucher to that specific provider. The web-based WITS system alerts providers when they log in that that a referral has been made. By accepting the referral in the system, the provider is able to view all the names, phone numbers and addresses of ATR participants for whom vouchers have been created.

Each ATR Provider must enter service delivery encounter information into the WITS system for the ATR covered service they provide in a timely fashion. **This must be done within one week of service delivery.** Failure to enter the voucher transaction data within 14 days may result in non-payment for the services. Vouchers are valid for 30 days from the date of creation. **Payment will not be made on vouchers that have expired.**

ATR payments will be deposited automatically into provider's bank account. In order to process direct deposit payments, the provider must submit the following information to AHP:

- Account name
- Address on account
- Account number
- American Bankers Association Number (ABA – Routing number)
- Complete name and address of bank (e.g., Bank of America)

## WITS TRAINING

All ATR providers must ensure that the designated SPOC and any other staff who will have access to WITS complete a mandatory WITS training session. This training is offered via webinar and conference calls. Anyone attending the webinar will need a computer with internet access and a telephone. We recommend a phone with either speaker-phone capability or a headset for comfort in listening to the training. Many of our providers gather in a conference room or central office so they can attend the training together. During this training the following topics are covered:

1. Goals of the ATR program
2. Participant Eligibility

3. How the Process Works
4. Responsibilities of Providers
  - a. Confidentiality Regulations
  - b. Marketing Services
  - c. Grievance process
  - d. Audit Process
5. Introduction to WITS Electronic Voucher Management System

## **WITS AUTHORIZATION**

All ATR Provider staff using WITS must be authorized and trained prior to being granted access the system. Using the Staff Authorization Form, ATR Providers must register staff with AHP prior to WITS training. All staff that will be using WITS must also sign the Confidentiality Pledge included in Appendix A, which should then be sent to Christine Porter at [cporter@ahpnet.com](mailto:cporter@ahpnet.com) for each staff person authorized to access WITS. The provider must maintain the original executed Confidentiality Pledge(s) at the provider location.

## **PROVIDER QUESTIONS AND ISSUES (BILLING QUESTIONS AND PROVIDER DISPUTE RESOLUTION)**

Assistance is available for providers needing support.

### For help with WITS:

Contact Christine Porter via email at [cporter@ahpnet.com](mailto:cporter@ahpnet.com) during the hours of 9:00 AM – 4:00 PM, Monday – Friday, excluding holidays.

### For help with billing or payment issues:

Providers should direct billing questions to AHP as follows:

Advocates for Human Potential

Linda McCarthy, Accountant

(978) 261-1410 or [lmccarthy@ahpnet.com](mailto:lmccarthy@ahpnet.com)

## **RECORD KEEPING AND DOCUMENTATION**

All participant records must be maintained in a confidential manner, in compliance with the confidentiality requirements of the ATR Participating Provider Agreement, the Provider Confidentiality Agreement, and other ATR Program Requirements.

Providers must document information every time a service is provided. The required documentation varies with the type of service provided. Basic notation requirements include participant's name, date, and time period of service, service provided, notes, attendance sheets (if a group or class), and participant and provider signatures. For more specific information, see Appendix B: Audit Policies and Procedures.

## **CONFIDENTIALITY**

Confidentiality of participant information is an ethical obligation for all providers and a legal right for every participant. Information about ATR participants is subject to the federal Confidentiality of Alcohol and Drug Abuse Patient Records law and regulations (42 CFR Part 2),

the Massachusetts Fair Information Practices Act (M.G.L. c. 66A), and the Massachusetts Security Breach Law (M.G.L. c. 93H & 201 CMR 17.00).

ATR Providers are required to follow these and any other applicable federal and state law requirements for protection of the privacy and security of confidential information about ATR participants. Providers are required to comply with the requirements of the Provider Confidentiality Agreement, and all provider staff who will have access to confidential information about ATR participants are required to attend mandatory Confidentiality Training and sign the Confidentiality Pledge included in Appendix A.

A provider's unauthorized use or disclosure of any confidential information may cause serious harm to individuals participating in ATR, may cause damage to the ATR program, and may be a violation of state and/or federal law. As a result of any unauthorized use or disclosure of confidential information, BSAS may terminate a ATR Participating Provider Agreement, bar future participation in BSAS contracts, and/or take other legal action.

When communicating anything about an ATR participant in writing, providers should use the WITS unique identification number assigned by the ATR program. **This includes email.** The provider may **not** disclose any personally identifying or protected health information in email communications.

### **CRIMINAL RECORD OFFENDER INFORMATION (CORI)**

When appropriate, providers will be responsible for conducting Criminal Record Offender Information (CORI) background checks on staff and volunteers who have direct contact with ATR participants.

Some ATR Provider agencies are required to follow 101 CMR 15.00 CORI regulations. Examples of these agencies include:

- All BSAS licensed treatment programs;
- All agencies where CORI is necessary to comply with another legal requirement;
- Agencies that provide any service that entails the potential for one-to-one unsupervised contact with an ATR participant that includes, but is not limited to, services such as transportation, case management, and/or recovery coaching.

### **NONDISCRIMINATION**

Providers shall comply with all applicable state and federal laws relating to nondiscrimination in the provision of services, accommodation in programs and facilities, and employment of personnel. As required by Massachusetts Executive Order No. 526, a provider shall not engage in unlawful discrimination based on race, color, age, gender, ethnicity, sexual orientation, gender identity or expression, religion, creed, ancestry, national origin, disability, veteran's status (including Vietnam-era veterans), or background.

### **PARTICIPANT GRIEVANCE PROCESS**

All ATR Providers must have a policy and procedure for handling participant grievances and complaints. Providers must inform all participants about the grievance policy and the procedure. A participant has the right to submit a grievance in writing without fear of penalty or loss of



services. If a participant is unable to write, the provider must designate an impartial staff member to record the grievance in writing. If a participant has a complaint regarding ATR services, the provider must make every effort to resolve a grievance through the Provider's grievance policy and procedure. The provider must respond in writing to the participant's complaint, keep grievance records in a separate file from the participant's service record, and retain all grievance records for a minimum of seven years from the date the written grievance or complaint is presented by participant to the provider.

If a participant does not believe the grievance was handled appropriately by the provider, he or she may file a grievance with AHP, in writing, including the following information:

- a full description of the grievance
- the date it occurred
- the persons involved
- the outcome of the grievance filed with the provider
- a copy of the provider's written response to the grievance

The grievance may be mailed or faxed to:

Rebecca Starr  
Access to Recovery (ATR)  
Advocates for Human Potential  
490-B Boston Post Road  
Sudbury, MA 01776  
Secure Fax: (888) 978-9552

If the participant still feels that the grievance was not handled satisfactorily, or if the complaint is against AHP, the participant may file a complaint in writing by mail to:

Massachusetts Department of Public Health  
Bureau of Substance Addiction Services  
250 Washington Street, 3rd Floor  
Boston, MA 02108-4619  
Attention: Sarah Ruiz

## **FRAUD, ABUSE, AND WASTE MONITORING**

AHP and BSAS are responsible for preventing, detecting, investigating, and prosecuting fraud, abuse, or waste committed by a provider in the ATR Program.

Examples of fraudulent or abusive practices include, but are not limited to:

- Falsifying information on the provider application or omitting relevant material facts
- Misrepresenting staff credentials or qualifications or billing for services provided by unqualified staff
- Falsifying participant files, records, or other documentation
- Billing and accepting payment for services not rendered
- Billing multiple times for the same service
- Providing unnecessary or inappropriate services
- Coercing a participant to choose a particular provider

BSAS may immediately terminate the provider's participation in ATR if the provider violates any ATR program requirement, commits fraud or abuse, or in the event funding for ATR is eliminated. In cases of fraud or abuse, BSAS may seek repayment of ATR funds and may file a civil action or seek criminal charges against the provider.

## **MONITORING AND EXAMINATION OF RECORDS**

AHP and BSAS monitor and evaluate ATR service providers on an ongoing basis (see Appendix B). Providers must provide access to AHP and BSAS to the provider's service location(s), and all books, records, class sessions, and data in any medium for purposes of determining provider's compliance with all requirements of the ATR Program. AHP or BSAS in their sole discretion may conduct scheduled or unannounced site visits and may interview provider staff and ATR participants. A provider's refusal to allow access to service location(s), or to any information required by AHP or BSAS to determine the provider's compliance with requirements of the ATR Program may result in termination of the ATR Participating Provider Agreement.

AHP may provide education and technical assistance to providers to help them set up systems necessary to be in compliance with the program requirements. AHP or BSAS may require providers to take corrective action to meet ATR program requirements. Some violations, including safety concerns, refusal to implement required corrective action, or performance below established requirements, may result in termination of the Participating Provider Agreement.

## **ATR WEB SITE**

[www.ma-atr.org](http://www.ma-atr.org)

AHP will update provider information on the ATR website as necessary. The website will provide information and will serve as a way for members of the ATR Provider Network to connect. Providers are responsible for ensuring that they read and understand all ATR program requirements, including any policy or procedure changes posted on the ATR website or sent to providers by e-mail, U.S. mail, on webinars, or at network meetings and trainings. Providers should also read the website to make sure that all of their information is current and accurate.

## **APPENDICES:**

Appendix A – Confidentiality Pledge

Appendix B- Audit Policies and Procedures

## APPENDIX A— CONFIDENTIALITY PLEDGE

### Massachusetts Access to Recovery (“ATR”) Participating Provider Confidentiality Pledge

***ATR PROVIDER staff who will have access to confidential information about ATR participants must attend mandatory Confidentiality Training and sign this Confidentiality Pledge. ATR PROVIDER is required to send a copy of signed Confidentiality Pledge(s) to AHP and to maintain the original signed Pledge(s) for a minimum of seven (7) years beginning on the first day after the final payment as specified in the Provider Agreement and shall make all pledges available to DPH/BSAS and/or Advocates for Human Potential (AHP) for inspection immediately upon request.***

I, \_\_\_\_\_, understand that in the course of my work for \_\_\_\_\_ (an ATR Provider) I may have access to information about participants in the Massachusetts Access to Recovery program (ATR), and other information related to the ATR program including information related to use and access to WITS VMS (Web Infrastructure for Treatment Services Voucher Management System). I acknowledge that this information is confidential. This confidential information may be contained in paper forms, computerized data bases including but not limited to WITS VMS, or other media.

I understand that access to confidential information is provided only for the purpose of completing my work responsibilities. I understand that Massachusetts and federal law protect this confidential information from unauthorized use and disclosure.

I understand that the unauthorized use or disclosure of any confidential information may cause serious harm to individuals participating in ATR and damage to the ATR program, and may be a violation of state and/or federal law. DPH/BSAS may terminate a ATR Provider Agreement, bar future participation in DPH/BSAS contracts and/or take other legal action.

In order to preserve the confidentiality of ATR and other DPH/BSAS confidential information and the integrity of the data systems to which I have access, I acknowledge and agree that:

#### DATA USER INITIALS BELOW:

1. \_\_\_\_\_ Regardless of how it was obtained, I will respect the confidentiality of all ATR confidential information to which I have access. I will not disclose any confidential information unless authorized by my employer in accordance with ATR Program Requirements. I will not attempt to access confidential information to which I am not entitled.
2. \_\_\_\_\_ I will not discuss any confidential information related to an ATR participant or other DPH/BSAS confidential information except in the performance of ATR-related duties and only if authorized.
3. \_\_\_\_\_ I will conduct any related activities, including but not limited to discussion with others authorized to access this confidential information, in accordance with all applicable ATR Program Requirements.
4. \_\_\_\_\_ I will ensure the physical security of all ATR confidential information when I leave my work area unattended through the use of locked files, locked workstations, locked offices, and similar methods.

5. \_\_\_\_\_ Any passwords and/or identification codes assigned to me for access to computers containing ATR confidential information are intended for my professional use only as related to my duties for a ATR Provider. I understand that I will be accountable for all data, reports, and other activities performed under my assigned passwords and identification codes.
6. \_\_\_\_\_ I will not disclose or share my passwords/ID codes and I will be responsible for ensuring that any employees that I supervise are assigned their own passwords/codes.
7. \_\_\_\_\_ I will immediately report to my supervisor or the ATR program contact at AHP any misuse of computing resources or ATR or DPH/BSAS confidential information, or anything which leads me to suspect that the security of my own passwords has been compromised.
8. \_\_\_\_\_ I will report to my supervisor, or if I am the supervisor, to the ATR program director at AHP, any inappropriate disclosure of confidential information related to a ATR participant or other DPH/BSAS confidential information.
9. \_\_\_\_\_ I will not remove any ATR or other DPH/BSAS confidential information from the work place unless explicitly authorized by DPH/BSAS and my supervisor.
11. \_\_\_\_\_ I will not place confidential information on a laptop or transmit the information electronically unless explicitly authorized by the ATR program and my supervisor. If I am authorized, I will be responsible for following all relevant standards for use and transmission of the information.
12. \_\_\_\_\_ I understand that violation of these rules could result in the denial of access to ATR or other DPH/BSAS confidential information.
13. \_\_\_\_\_ I understand that ATR participant data may not be published or publicly released without prior written approval by DPH/BSAS.

I sign this agreement with the understanding that I am required to complete the ATR Confidentiality Provider Training and agree to complete any future training as may be required by the ATR program or by my Supervisor.

\_\_\_\_\_  
Confidential Information User's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Confidential Information User's name (printed or typed)

\_\_\_\_\_  
ATR Provider

AHP Contact:  
REBECCA STARR, ATR Program Director  
 Advocates for Human Potential, Inc.  
 490-B Boston Post Road  
 Sudbury, MA 01776  
 Tel: 978-261-1424  
 Fax: 978-261-1467  
[rstarr@ahpnet.com](mailto:rstarr@ahpnet.com)

## APPENDIX B – AUDIT POLICIES AND PROCEDURES

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### **Audit Policies and Procedures**

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*In the interest of ensuring that all ATR funds issued by BSAS are managed, distributed and documented appropriately, an annual Quality Assurance (QA) Audit will be conducted by AHP (serving as ASO). Listed below are the policies and procedures pertaining to the QA audits of service providers in the ATR program.*

#### **AUDITS**

As a condition of signing the Provider Agreement, service providers agree to announced and unannounced site visits/audits. All ATR records (electronic and hard copy) must be made available to AHP auditor. Audits may include class visit to CBI providers.

#### For ATR Recovery Support Service Providers:

Audits will include a review of participant records to ensure that:

- Every precaution to safeguard client-data confidentiality has been addressed<sup>1</sup>
- Basic requirements for notation are met
- Notes are available for all units billed that match what was input into the WITS system
- Notes are legible
- Documentation of service content matches service authorized in WITS
- Participant and staff signatures are included for both individual and group sessions
- Check-writing providers have documentation for approved vendor service

#### For ATR Recovery Coach Providers:

Audits will include a review of participant records to ensure that the following internal controls, as shown in documentation, are met:

- Every precaution to safeguard client-data confidentiality has been addressed<sup>1</sup>
- Coach log documentation matches service authorized in WITS
- Coach log represents a meeting with a participant to address recovery coaching goal(s)
- Coach log includes specific steps (or barriers) to completion of stated goal
- Coach log includes precise date and time period of meeting
- Coach log includes signatures of coach and participant
- Coach has received Recovery Coaching certification and supplied it to AHP

#### For MA- ATR Career Building Initiatives (CBI) Providers

Audits will include a review of participant records to ensure that the following documents are present:

- Every precaution to safeguard client-data confidentiality has been addressed<sup>1</sup>
- Documentation for service that match service authorized in WITS
- Exercises, exams, resume-builders, quizzes or other representative curricula materials
- Daily (dated) attendance sheets with participant and instructor signatures
- Notations for excused absences and make-up sessions, consistent with AHP policy
- Notations on exact times participant attended weekly to enable calculation of work-study benefits provided by check-writing provider
- Evidence that weekly hours are sent to AHP promptly
- All work-study benefit vouchers are for designated weeks within the course session dates
- Participant's signature when work-study benefit is received (at designated location)

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<sup>1</sup> including locked files and offices; encrypted computer and portable devices with password protection; communication about client restricted to colleagues who have signed confidentiality pledges; and faxes sent using secure lines

A site visit may also include a class visit.

#### For ATR Coordination Agencies

Audits will include a review of a random sample of participant records to ensure that the following documents, electronic files and compliant procedures are present:

- Every precaution to safeguard client-data confidentiality has been addressed<sup>1</sup>
- ATR Referral Form
- Consent to Participant in ATR Program, initialed and signed by participant
- Consent for ATR Coordinator to Discuss Participant Information with Providers, Referral Sources, and Outside Agencies, signed by participant
- Future contacts form, signed by participant and interviewer
- ATR Fees and Check Policy form, signed by participant
- All work-study benefit vouchers are for weeks within the authorized course dates
- Electronic Recovery Plan with monthly updates
- At disenrollment, all vouchers and the participant's case have been closed out in WITS, and documentation of 6-month gift card

### **EDUCATION AND OTHER TECHNICAL ASSISTANCE**

Auditor will meet with Providers to discuss the documentation requirements for compliance with ATR standards. Auditor will review Provider record-keeping systems and provide support as needed. Auditor will reiterate confidentiality requirements and the timely submission of vouchers.

### **DESK AUDITS AND REVIEWS**

Desk audits for service providers will take place continuously throughout the duration of the contract. These audits will be conducted through the WITS Voucher Management System. The auditor will call the provider with questions, as necessary. A determination of whether an on-site audit is needed will be made by the AHP auditor. In addition to desk audits, the auditor may require additional reviews, as needed for Corrective Actions (see below).

### **ANNOUNCED SITE VISITS**

The AHP Auditor will contact the service provider's administrator or contact person. A date will be agreed upon by both the service provider and AHP auditor. A site visit will take place between 9:00 AM and 4:00 PM on work days.

### **DURING AUDIT**

A sample of participant files will be randomly selected by the auditor. Service provider staff should be available to answer questions/concerns that the auditor may have. We understand that all staff may not be present during the audit, but we require at a minimum, the administrator in charge of ATR be present and available to answer questions.

### **POST AUDIT**

A copy of the audit findings and chart review will be mailed to provider within 15 business days (3 weeks) of the site visit. The summary will include areas of strength, areas of concern and any corrective action measure that must be completed. The service provider must sign and date a statement indicating that this summary of findings has been read and then mail it back to AHP.

### **CORRECTIVE ACTIONS**

If there are corrective actions noted, the provider will have 30 days to respond in writing with a plan of action to correct the issue. Within 30 days, the actual corrective procedure must be implemented and the outcome of these changes noted.

In extreme circumstances, the Audit Program Manager may follow up with a conference call to make sure a provider has a plan in place and the issue does not re-occur. Ongoing follow-up measures may be required, such as additional reviews.

If a Provider does not comply with corrective actions, a determination of whether to de-activate the provider will be made jointly with AHP and BSAS.