

MASSACHUSETTS ACCESS TO RECOVERY

PARTICIPATING PROVIDER AGREEMENT

This Participating Provider Agreement (“Agreement”) is made between _____ (“**PROVIDER**”), having its legal address at _____ and **the Commonwealth of Massachusetts, Department of Public Health, Bureau of Substance Abuse Services (“DPH/BSAS”)**, having its business address at 250 Washington Street, Boston, MA 02108.

PROVIDER and DPH/BSAS mutually agree as follows:

- 1. Program Description:** Opioid grants are administered through the Substance Abuse Mental Health Services Administration (SAMHSA) and authorized under the 21st Century Cures Act. The program aims to address the opioid crisis by increasing access to treatment, reducing unmet treatment need, and reducing opioid overdose related deaths through the provision of prevention, treatment and recovery activities for opioid use disorder (OUD). One component of the Opioid STR grant funding is the Access to Recovery (ATR) Project, which funds recovery support services for individuals who have or are at risk of having opioid use problems, and who are in need of such services to assist them with re-entry into the community.” This program is known as the Massachusetts Access to Recovery program (“ATR”). Advocates for Human Potential (“AHP”) are the Administrative Services Organization for ATR. Unless otherwise specified in this Agreement or ATR Program Requirements as defined herein, AHP is DPH/BSAS’s agent for purposes of implementation of ATR.
 - 2. Agreement ID:** This Agreement shall be known and identified on all correspondence with DPH/BSAS or AHP as: _____
 - 3. Term of Agreement:** The term of this Agreement is the date last signed below (“effective date”) through September 29, 2020, (the "termination date"), unless extended, or earlier terminated as provided in this Agreement.
 - 4. Authorized Services & Rate Schedule:** DPH/BSAS has reviewed PROVIDER’s Application for Authorization to participate in ATR, and has determined based on the representations contained therein that PROVIDER has the necessary qualifications to furnish specified services at a defined reimbursement rate to ATR participants who may be referred to PROVIDER through the ATR Program. PROVIDER’s authorized services are specified in the BSAS Authorization Form- ATR Providers.
 - 5. Adding, changing or deleting authorized Services:** PROVIDER shall notify DPH/BSAS in writing at least thirty (30) calendar days before any proposed addition, deletion or change in authorized services, including any change in service location or hours. DPH/BSAS may require an amended or new application for the proposed addition or change. Failure to obtain prior MPDH/BSAS approval for any addition, change or deletion of services, may result in denial of payment or termination of the PROVIDER Agreement.
 - 6. Type of Agreement/Non-Exclusivity:** This is a non-exclusive Participating Provider Agreement whereby PROVIDER agrees to deliver services to ATR clients who may be referred to PROVIDER, in return for payment to PROVIDER of a fixed fee, as defined in BSAS Authorization Form-ATR Providers. PROVIDER acknowledges that there is no guarantee of ATR client referrals to PROVIDER. Nothing contained in this Agreement shall be construed to suggest exclusivity or imply that DPH/BSAS may not enter into other similar agreements with any number of PROVIDERS for any services determined by DPH/BSAS to be eligible under the ATR grant.
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DPH/BSAS ATR Contact Person:

SARAH RUIZ, Director of Planning and Development
Massachusetts Department of Public Health/Bureau of Substance Addiction Services
250 Washington Street, 3rd Fl.
Boston, MA 02108-4619
Tel: (617) 624-5136
FAX: (617) 624-5185
sarah.ruiz@state.ma.us

AHP ATR Contact Person:

REBECCA STARR, Project Director
Advocates for Human Potential, Inc. (AHP)
490-B Boston Post Road
Sudbury, MA 01776
Tel: 978-261-1424
FAX: 978-261-1467
rstarr@ahpnet.com

- 10. WITS Voucher Management System (VMS) and Payments and Compensation:** The ATR Program utilizes the *Web Infrastructure for Treatment Services Voucher Management System (WITS VMS)*” to implement ATR, an electronic, web-based data collection and voucher management tool. PROVIDER shall have and maintain the minimum facility and technology capabilities necessary to access WITS VMS as defined in the ATR Provider Manual.

PROVIDER agrees to use WITS VMS as the exclusive mechanism to (1) accept referral of client, (2) accept voucher(s), (3) create client encounters, (4) release encounters to billing, and (5) create and bill a claim batch(es) for payment for ATR services. PROVIDER shall (i) comply with all ATR requirements for use of WITS VMS, including requirements for documentation of service encounter and billing information; (ii) ensure that its SPOC and any PROVIDER staff who will have access to WITS VMS attend mandatory WITS VMS and Confidentiality training before accessing WITS VMS and execute a Confidentiality Pledge; (iii) be paid exclusively with ATR vouchers for those services for which PROVIDER has been authorized , as set forth in BSAS Authorization Form- ATR Providers; (iv) accept ATR rates as payment–in-full for services provided to participants and PROVIDER shall not charge or seek additional payment from a participant, or any entity or person for any unpaid portion or additional charges; (v) not bill ATR for “no-shows”; and (vi) not bill ATR for any service before the service has been provided.

- 11. Payer of Last Resort:** PROVIDER agrees to comply with the ATR requirement that ATR funds cannot be used by PROVIDER to supplant current funding for existing PROVIDER activities. PROVIDER shall not accept ATR payment if PROVIDER is receiving or could receive any other third-party payment for the service provided to the ATR client by PROVIDER.
- 12. Recoupment:** Upon determination by DPH/BSAS that PROVIDER has not provided services to the extent billed, has billed for services for any client who PROVIDER knew or should have known was ineligible for services according to the terms of this Agreement, has received duplicate or otherwise excess payments, has used payments for non-reimbursable expenses or otherwise failed to perform in accordance with the terms of the
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Agreement, DPH/BSAS may, upon reasonable notice, delay, disallow, set-off or recoup payments.

13. **Availability of Funding:** The ATR Program is funded in whole or in part with grant funds awarded to DPH/BSAS by SAMHSA. This Agreement and payment to PROVIDER for ATR services is subject to the continued availability of federal funding or other funding. If funds become unavailable this Agreement may be immediately terminated by DPH/BSAS.
14. **Trainings and Network Meetings:** PROVIDER shall ensure that the SPOC or a designated staff trainer attends all mandatory ATR Trainings prior to accessing WITS VMS, accepting referral or providing services to ATR clients.
15. **Maintenance of Qualifications:** PROVIDER certifies that it is qualified and shall at all time remain qualified to perform the duties and services described in this Agreement and ATR program requirements, and as stated in PROVIDER'S ATR PROVIDER Application.
16. **Required Notifications:** PROVIDER shall notify the DPH/BSAS contact person in writing at least fourteen (14) calendar days before a change in the PROVIDER'S Single Point of Contact or Authorized Signatory.

PROVIDER shall notify the DPH/BSAS contact person in writing at least thirty (30) calendar days before any of the following:

1. Change in facility location
2. Change in ownership or control of the facility
3. Closure /cessation of operations

PROVIDER shall immediately notify the DPH/BSAS contact person by telephone, and in writing within one (1) business day, of any the following:

1. Serious injury or death of any client on the premises of the PROVIDER
2. Any alleged abuse, neglect, physical or sexual assault between any clients or between or among clients 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 clients
4. Involuntary closure not due to the actions of the Department.
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

PROVIDER shall immediately notify the DPH/BSAS contact person in writing of any change in any information included in PROVIDER'S ATR Application.

As required in the ATR Provider Confidentiality Agreement, PROVIDER shall notify the AHP contact person no later than one (1) business day following discovery or notice of:

1. Any use or disclosure of CI not allowed by the Provider Agreement,
2. Any Security Incident involving or potentially involving Data.

The notification may be made orally. A written report shall then be filed with the AHP within ten (10) calendar days of the notification.

PROVIDER shall immediately notify the AHP contact person in writing when PROVIDER terminates access to WITS VMS for any staff person, for whatever reason.

17. **Recordkeeping and Retention:** PROVIDER shall maintain all records, books, files and other data as specified in this Agreement and ATR Program Requirements, and in such
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detail as shall properly substantiate claims for payment and compliance with ATR Program Requirements, for a minimum retention period of seven (7) years beginning on the first day after the final payment under the Agreement, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Agreement. PROVIDER shall maintain adequate written policies and procedures for information security, accounting, management, personnel activities, including but not limited to conflict of interest and nepotism policies.

- 18. Inspection of Records and Premises:** PROVIDER shall allow access and inspection by authorized representatives of DPH/BSAS and/or AHP to PROVIDER's premises, service location(s), and all records, books, papers or documents deemed necessary by DPH/BSAS and/or AHP to determine PROVIDER's compliance with this Agreement and ATR Program Requirements. PROVIDER agrees that DPH/BSAS and/or AHP may conduct scheduled or unannounced site inspections and may interview PROVIDER staff and ATR clients.
- 19. Confidentiality Agreement and Pledge:** PROVIDER acknowledges that 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)

PROVIDER agrees as follows:

- to comply with the requirements of the 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), and any other applicable federal and state law requirements for protection of the privacy and security of confidential information about ATR participants.
 - to comply with the requirements of the ATR Provider Confidentiality Agreement and Pledge
 - to ensure that all PROVIDER staff who will have access to confidential information about ATR clients attend mandatory Confidentiality Training and sign a Confidentiality Pledge. PROVIDER shall maintain the original signed Confidentiality Pledge(s) for a minimum of seven (7) years as specified herein, shall send a copy of all signed pledges to DPH/BSAS, and shall make all original signed pledges available to DPH/BSAS and/or AHP for inspection immediately upon request.
 - PROVIDER's Single Point of Contact shall act as Custodian of the Data managed, received and/or created under the Provider Agreement. The SPOC shall oversee Provider's compliance with the Confidentiality Agreement.
- 20. Written Notice:** Any notice required under the terms of this Agreement shall be deemed delivered and received when submitted in writing in person or when delivered by any other appropriate method evidencing actual receipt by DPH/BSAS, AHP or PROVIDER.
- 21. Non-Discrimination:** PROVIDER 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, 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.

The applicable federal statutes include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C.

§§1681-1683, and 1685- 1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §§794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; and (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to non- discrimination in the sale, rental or financing of housing.

- 22. Non-Discrimination by Faith-based PROVIDERS:** A PROVIDER that is non-profit faith-based or religious organization shall retain its religious character and independence. A faith-based provider is permitted to integrate religious activities in the provision of ATR services, but is required to comply with all ATR Program Requirements. A faith-based ATR provider may not discriminate against any ATR client on the basis of the client's religion, religious belief, refusal to hold a religious belief, or refusal to actively participate in a religious practice. If a client objects to PROVIDER'S religious character, PROVIDER shall immediately (1) inform the client of his/her right to referral to an alternative provider to which there is no religious objection, and (2) inform the client's ATR Care Coordinator that client wishes to be referred to an alternative provider.
 - 23. Termination or Suspension:** This Agreement shall terminate on the date of termination specified in this Agreement, unless extended by mutual Agreement of DPH/BSAS and PROVIDER, or unless terminated or suspended upon prior written notice to PROVIDER by DPH/BSAS. DPH/BSAS may terminate or suspend the Agreement immediately upon written notice if PROVIDER breaches any term or condition of the Agreement or any ATR Program Requirement, or in the event of the elimination of federal funding or other funding for the ATR Program. Prior to terminating or suspending the PROVIDER Agreement, the DPH/BSAS, in its sole discretion may provide an opportunity for the PROVIDER to cure the breach or end the violation. If such an opportunity is provided, but cure is not feasible, or the PROVIDER fails to cure the breach or end the violations within a time period specified by DPH/BSAS, DPH/BSAS may terminate the PROVIDER Agreement immediately upon written notice. Either party may terminate the Agreement without cause upon written notice to the other at least thirty (30) calendar days before the effective date of termination. Whether or not cause to terminate exists, a party may elect to terminate without cause.
 - 24. Obligations Upon Termination:** Upon termination, PROVIDER shall have the following obligations: **(i) Client Records:** any records contained in WITS VMS related to PROVIDER's services to ATR clients remain the property of DPH/BSAS; any other records maintained by PROVIDER related to PROVIDER's services to ATR clients shall remain the property of PROVIDER. PROVIDER shall ensure compliance with any and all applicable state and federal requirements governing the confidentiality, security and privacy of client records including requirements included in the ATR Provider Confidentiality Agreement; **(ii) Payment:** PROVIDER shall be paid for all authorized services performed up to the date of termination, subject to the provisions of section 10 (WITS VMS and Payments and Compensation); **(iii) Subsequent audit:** DPH/BSAS retains the right to conduct an inspection, review or audit and to disallow reimbursement or recover funds if any finding by DPH/BSAS warrants such action.
 - 25. PROVIDER Dispute Resolution and Client Grievance Process:** PROVIDER shall follow the PROVIDER Dispute Resolution and Client Grievance processes as required by ATR Program Requirements.
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THIS AGREEMENT CONSISTS OF 7 TYPEWRITTEN PAGES

By executing this Agreement, PROVIDER, agrees to all of the terms specified herein, as certified by PROVIDER's authorized signatory below:

		DPH/BSAS
PROVIDER Legal Name (PROVIDER Acronym)	_____	_____
Authorized Signatures:	_____	_____
Print Name:	_____	_____
Title:	_____	_____
Date Signed:	_____	_____
File Reference:	_____	_____
