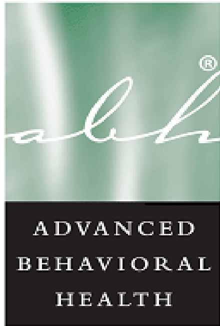

ACCESS TO RECOVERY IV

PROVIDER MANUAL

Revised

August 2015

STATE OF CONNECTICUT

Department of Mental Health and Addiction Services

www.ct.gov/dmhas

Administrative Services Organization

Advanced Behavioral Health

www.abhct.com

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GENERAL INFORMATION

Purpose

This manual is a guide outlining the protocols and procedures for providing ATR IV services. The manual will guide providers in meeting their responsibilities to service recipients.

This manual is subject to change.

What is ATR IV?

Adapted from the Substance Abuse & Mental Health Services Administration (SAMHSA) Access to Recovery (ATR) website, http://atr.samhsa.gov.

ATR IV is a three-year grant program funded by the Substance Abuse and Mental Health Services Administration (SAMHSA), Center for Substance Abuse Treatment (CSAT). ATR IV is a presidential initiative which provides vouchers to adults with substance use disorders to help pay for a range of community-based clinical treatment and recovery support services.

The goals of the ATR IV program are to:
(1) Facilitate genuine individual choice and promote multiple pathways to recovery through the development and implementation of a substance use treatment and recovery support service voucher system;
(2) Expand access to a comprehensive array of clinical substance use treatment and recovery support services, including those provided through faith-based organizations; and
(3) Ensure each client receives an assessment for the appropriate level of services. All services are designed to assist recipients remain engaged in their recovery while promoting independence, employment, self-sufficiency, and stability.

Connecticut ATR Program

The Department of Mental Health and Addiction Services (DMHAS) received an ***ATR*** grant in 2004, an ***ATR II*** grant in 2007, an ***ATR III*** grant in 2010 and an **ATR IV** grant in 2015. The program serves state resident adults with substance use disorders who are involved with specific state and community partner agency programs. Advanced Behavioral Health (ABH®) has been contracted by DMHAS to be the Administrative Services Organization (ASO) for ATR IV.

Grant Contacts:
Department of Mental Health and Addiction Services
410 Capitol Avenue
P.O. Box 341431
Hartford, CT 06134
www.ct.gov/dmhas

Advanced Behavioral Health, Inc.
213 Court Street
Middletown, CT 06457
www.abhct.com

Customer Service Information

Customer service representatives are available to answer general program questions and complete eligibility screenings Monday through Friday,
8:30 am – 5:00 pm.

Phone #: 1-866-580-3922 Fax#: 1-866-580-4322

PROVIDER CREDENTIALING & CONTRACTING

Process

ATR IV service providers must complete a credentialing and contracting process set forth by DMHAS and ABH. Providers will not be reimbursed for services until a contract has been executed. DMHAS and ABH retain the right to deny provider credentialing based on competitive procurement outcomes, information contained in the credentialing application, or the current needs of ATR IV.

Credentialing, Contracting & Status

Providers who successfully complete the credentialing process will be offered the opportunity to contract with ABH. Within the first twelve months of providing services, contracted providers will have an initial audit. The results of this audit will not negatively affect the provider's status, rather it will be an opportunity to learn and prepare for the annual audit/site visit. Providers may be moved to a provisional provider status if, at any time, they fail to provide services according to the terms of their agreement or are placed on corrective action due to a negative audit or site visit. Providers that fail to improve shall be placed under serious review which may include contract termination.

Providers are bound to the requirements set forth in the ATR Provider Agreement which serves as the official contract with Advanced Behavioral Health for the provision of the approved service(s).

In addition to the ATR Provider Agreement, providers will have a rate schedule for each service they are credentialed to provide.

QUALITY MANAGEMENT AND EVALUATION

Ethics

To help ensure that recipients of Access to Recovery services receive the highest possible quality of care, ATR IV providers should adhere to the code of ethics listed in Appendix 1 or develop a corresponding code for their agency.

Recipient Information & Confidentiality

It is the expectation of ABH and DMHAS that providers will honor and apply all current releases of Federal Health Insurance Portability and Accountability Act (HIPAA) confidentiality requirements (see a summary in Appendix 2) and that by doing so, a provider will ensure that:

- only approved staff have access to recipient information;
- recipient information will not be shared with other parties without the proper release(s) of information;
- the expiration date and approved parties stipulated on the recipient's release(s) of information will be honored, and when communicating with approved parties, the recipient's information will be protected;
- releases of information are not altered by anyone but the recipient;
- recipient personal health information will not be sent over e-mail or any non-secure method;
- communications that include recipient information will only be sent by secure fax, voicemail, or the web-based VMS; and
- mailings sent to the recipient at his or her home do not reveal protected health information.

Providers may communicate with ABH by e-mail using the recipient's ATR IV ID. Providers may not use recipient names, social security numbers, or any other indentifying information, in any e-mail.

Critical Incidents

The primary goal of identifying Critical Incidents is to identify events that may reflect quality of care issues, including those occurring directly as a result of services performed

by ABH or ABH funded providers. A critical incident is any event that results in the death of a person, serious injury or risk of injury, any serious adverse treatment response, or serious impact on service delivery. This includes death, serious injury, abuse, and/or threats that occur within 30 days of discharge from services, if known.

Providers are required to report critical incidents to the ABH ATR Program Manager immediately following the occurrence of, or upon learning of, a critical incident event. The Program Manager will collect the information required to document the incident, document it in the service recipient's record, notify DMHAS, and follow-up as needed.

Government Performance and Results Act (GPRA) Assessment

The Government Performance and Results Act of 1993 was enacted by Congress to improve stewardship in the Federal government and to link resources and management decisions with program performance. All of the Center for Substance Abuse Treatment (CSAT) discretionary programs must comply with GPRA. The GPRA Assessment is the data gathering tool required for use in the ATR IV program which compares clients' measures at intake and six months later.

As an ATR IV awardee, DMHAS requires ABH and ATR IV providers to work together to achieve the required 100% follow–up (six month) GPRA (FGPRA) rate. Providers are expected to provide their most current information regarding a service recipient so that ABH staff may locate the recipient to administer the FGPRA.

Fraud, Waste and Abuse

Documented incidents of alleged or suspected fraud, waste or abuse will be investigated by ABH, DMHAS, and law enforcement authorities as appropriate, according to state and federal guidelines. Recipients determined to have intentionally committed fraud, waste or abuse may be prohibited from receiving additional program services and may be reported to the appropriate law enforcement entity. Any provider determined to have knowingly committed fraud, waste or abuse shall risk ATR IV contract termination. Refer to the ATR IV Provider Agreement for other situations under which the ATR IV contract may be terminated.

For the purposes of ATR IV, fraud, waste and abuse are defined as follows:

Fraud Includes, but is not limited to, intentional deceptions or representations that a recipient and/or provider knows to be false or does not believe to be true. The individual and/or agency makes deceptions or misrepresentations solely for the benefit of that individual/or agency.
Examples: knowingly billing for services that were not rendered, knowingly billing multiple times for the same services, knowingly billing multiple funding resources for the same services, misrepresenting agency or staff qualifications to deliver services, a recipient permits another person to use his or her gift card.

Waste Includes, but is not limited to, circumstances when services are not rendered or recipient outcomes are not fulfilled in a cost-effective manner. These circumstances may occur due to fraud or abuse. *Examples: rendering services when they are no longer necessary for a consumer's well-being or failing to bill other funding resources before ATR IV when appropriate.*

Abuse Includes, but is not limited to, a provider acting in a manner that goes against sound clinical, financial, or business practices that results in the potential for recipient harm or unjustifiable program cost increases. It also includes recipient behaviors that generate waste of ATR IV resources or unnecessary costs. *Examples: referring recipients to services that are not indicated during their assessment, continuing to refer consumers to services that are no longer appropriate, a recipient who continually requests provider changes without valid*

reasons.

Fraud, Waste and Abuse

To prevent fraud, waste and abuse:

Provider Responsibilities

Provider responsibilities include, but are not limited to, the following:

1. Meeting ATR IV provider eligibility requirements, based on the type of service(s).
2. Reporting any changes in the conditions of ownership or leadership within their agency.
3. Providing ABH with an accurate and current listing of all key and direct service staff.
4. Attending all meetings and training as requested by DMHAS and ABH.
5. Training all staff to perform job duties including volunteers.
6. Delivering services in a professional and ethical manner.
7. Maintaining documentation in recipient records to accurately reflect and support all services rendered under ATR IV funding.
8. Tracking and reporting accurately all service encounters.
9. Ensuring on a primary level that ATR IV funds do not replace any existing funding already in place within the agency.
10. Ensuring on a primary level that ATR IV service encounters are not billed to other funding resources and ATR IV simultaneously.

ABH Responsibilities

ABH responsibilities include, but are not limited to, the following:

1. Authorizing and paying providers who have an executed ATR IV Provider Agreement and Rate Agreement detailing the services which they have been deemed eligible to provide.
2. Maintaining a toll-free telephone line to allow recipients a means to report unprofessional or fraudulent behavior, express concerns, or receive information on ATR IV services.
3. Documenting that recipients received notice of their rights and responsibilities, as explained in the Consent to Participate forms.
4. Reviewing all submitted service encounters for billing accuracy and reconciling them against all active vouchers issued to a recipient. Any discrepancies or concerns in the reporting of billable service encounters will be conveyed to, and resolved with, the reporting agency.
5. Paying providers in a timely manner upon the submission of a clean claim.
6. Conducting on-site and desk audits for reasons to include, but not limited to: verifying that services are being delivered in a safe and professional manner, examining recipient records for documentation of all services, and comparing services billed against those documented as rendered.
7. Generating reports to monitor the following: provider invoicing for services reported and rendered, the number of recipients served, the type of services being provided, and the amount paid for those services.

QUALITY MANAGEMENT AND EVALUATION (cont)

Recipient Responsibilities

1. Recipients shall call the ABH Customer Service Center to report behavior that is a violation of their rights or to report other circumstances of fraud, waste and abuse.
2. Recipients must justify any request to change providers.
3. Recipients must use vouchers in a responsible manner for the intended service or goods.

Site Visits

Provider site visits will be conducted throughout the duration of the ATR IV program. Site visits are performed to evaluate the quality and appropriateness of services provided, recipient records, and professional conduct..

Participant Advisory Group

ABH will hold semiannual participant advisory groups for the purpose of collecting feedback on program guidelines, processes, and services.

Outcomes of the meeting will include program and service changes as appropriate.

Providers will receive a summary of the issues discussed in the participant advisory groups.

WEB-BASED VOUCHER MANAGEMENT SYSTEM (VMS)

Overview

ATR IV utilizes a secure, password protected web-based voucher management system (VMS) to collect and manage provider and recipient information. Providers will use the VMS to:

- accept referrals and create service authorizations,
- input progress notes
- submit invoices
- discharge recipients
- run provider level reports

The VMS also provides additional information to providers, such as authorization determinations and payment status.

Process

Contracted providers will complete an Internet ATR IV Application Statement of Rights & Responsibilities. Upon submitting the form, users will be given a unique username and password to access the system. At the first login attempt, users will be asked to change their password. Passwords will need to be changed every 60 days for security purposes. Users who misplace or forget their password can contact ABH to request to have their password reset.

Training

Training on the Voucher Management System will be provided by ABH to contracted providers either online or in person.

Recipient Eligibility

The ATR IV target population is state resident adults (18 years old or older) with a verifiable substance use disorder AND who are involved in one of several community-based or state agency programs. ABH requires verification of the recipient's participation in one of these groups before services are approved.

Process for Service Requests

Potential service recipients must call the ABH Customer Service Center to verify eligibility and complete program registration. Upon successful registration, potential service participants will make a recovery planning appointment with an ATR IV Care Coordinator. The ATR IV Care Coordinator, in collaboration with the potential service recipient, completes a recovery assessment, a Government Performance and Results Act (GPRA) assessment, appropriate releases and consent documents. Based upon the recovery plan the service recipient will choose service(s) and provider(s) that will assist with their recovery objectives. The service recipient will contact providers directly to arrange for services. Service providers can coordinate ATRIII funded services for a service recipient, through the Care Coordinator, by calling the ABH Customer Service Center.

Service Authorization

Authorizations for services are issued and viewable in the VMS. After meeting with the service recipient, providers enter the service recipient's birth date and the start of service date to initiate the service authorization. Services are authorized in 30-day increments. Referrals not accepted after 30 days will be removed from the VMS.

Service Availability

Providers are required to give ATR IV service recipients an appointment for services within 7 days. If a provider is at capacity and cannot serve a recipient within the 14 day timeframe, the client should be referred to call the ABH Customer Service Center to indicate they are willing to wait or to request a different referral. Providers should notify ABH if they are at capacity and need to request to put a hold on referrals.

Additional Documentation

If a service requires special information, the provider will work with the service recipient to provide that information. Providers have 5 calendar days to submit the required documentation. Once the information is reviewed by ABH, a service authorization will be issued. If required documents are not received within 5 days, the service request is denied.

Service Documentation

Note: Providers are not required to keep a copy of documents that are entered into the web-based voucher management system.

As an ATR IV service provider, you are required to keep files containing recipient information. Files must be:

- Individualized to each recipient and only contain information for one recipient;
- Kept in a secured location to which only approved staff have access;
- Kept at the location approved for services in the ATR IV service rate schedule; and
- Kept by the provider for a period of three years following the end of the contract term.
- Include documents and forms that are dated and signed, as required, substantiating the services provided.

Exception Requests

A service recipient with the help of their provider may submit an exception request when their particular circumstance may indicate that an exception should be considered. Exception requests must provide proof of need from the service recipient, proof of the provider's support of an exception being approved, and evidence that other community resources have been pursued, as applicable.

Invoicing & Timely Filing

Process

Invoices for authorized services must be submitted via the web-based VMS. Please refer to the VMS Manual located at www.abhct.com under Resources: ATR IV: ATR IV Web Manual.

Timely Filing

Providers must submit invoices for payment no later than 30 days following the service date. **Claims received by ABH after the 30 day timely filing limit will be denied.** ABH will pay a clean claim within 30 days of receipt. Checks are typically generated weekly and are mailed directly to the provider of services. If a service or a claim has been denied, the denial reason will be available in the VMS.

Discharge Guidelines

ATR IV providers are required to discharge recipients who:

- have not received services for 30 days;
- have successfully completed authorized services;
- have requested to transfer to another provider of the same services;
- leave services against the advice of the provider;
- become incarcerated; or
- are deceased

A discharge must be entered in the online VMS. Refer to the VMS training manual located at www.abhct.com under Resources: ATR IV: General Program Information for specific instructions. Failure to enter discharges within 60 days of the discharge date may lead to a corrective action plan.

Recipient Appeals

Providers are expected to have an appeals process outlining how a service recipient should request a formal reconsideration to an official decision. Service recipients should submit their appeal to the service provider to either be handled by the service provider or to be forwarded to ABH, as appropriate. Service recipients may submit an appeal on their own behalf directly to ABH.

Providers may submit an appeal to ABH, on behalf of a recipient, for appeals related to limitations or exclusions of services. The process for provider appeals is described below.

Grievances

Providers are expected to create and/or maintain a grievance procedure for all ATR IV service recipients, including recording (at a minimum) a short, dated summary of the issue, the provider's response, and the resolution. Providers may be required to make this information available to ABH and/or DMHAS at any time. ABH will monitor, track, and review grievances for frequency and severity, and will provide DMHAS recommendations based on these findings.

Providers have a responsibility to attempt to resolve grievances in such a way that recipients have no fear of penalty or loss of services. Recipients should address grievances with the provider directly; if a suitable resolution cannot be agreed upon, recipients are then encouraged to call the ABH customer service center (1-866-580-3922) to file a formal complaint. Recipients can also document their complaint in writing (in English or Spanish) for submission to ABH. ABH will document receipt of the grievance and the ABH Service Recipient Rights Officer will initiate an investigation within 3 business days of receipt. DMHAS will be informed of all documented grievances, investigation results, and grievance resolutions. Within 21 days of the filing of a grievance, ABH will furnish a written response to the service recipient grievant and DMHAS.

Corrective action may be required from the provider as a result of a complaint. ABH will set time frames and confirm completion of all corrective action plans. If a grievance is received that may impact the health and welfare of an ATR IV recipient, DMHAS and/or law enforcement officials may be contacted immediately. Complaint resolution may include (but is not limited to) temporary suspension of authorizations or payments, limitation of services or locations, and/or termination of the Provider Agreement.

ABH aims to provide the best customer service possible for ATR IV providers but appreciates that there may be instances of miscommunication or other issues that need to be resolved. Providers are encouraged to raise issues verbally or in writing. Providers may file grievances with the ATR IV Program Manager or request to speak with the Vice President of Programs at ABH. Providers also have the option of filing a complaint with the ATR IV Program Manager at DMHAS.

Provider Grievances

Providers must submit all challenges, appeals, or requests for exception to policy in writing to ABH. These written requests should contain information that can identify the recipient, a summary of the issue, and an explanation of the provider's request. Appeals, including written rebuttal and information of good cause, may be filed for the following reasons, within 7 days of provider's receipt of denial notification:

1. Provider's failure to obtain timely authorizations for initial or continued stay requests;
2. Provider's failure to submit service billing claims in a timely fashion;
3. Limitations and/or exclusions of services; and
4. Provider's failure to comply with the time frames and other requirements of the Provider Agreement; and

ATR IV SERVICE REQUESTS (continued)

Provider Grievances (cont)

ABH will review all appeals and exceptions, and notify the provider of the decision, within 7 days of receipt of the appeal. Notification shall include the reasons for the decision and instructions for requesting further appeal.

Provider Appeals

Providers can submit a second appeal to DMHAS within 7 days of the receipt of the decision of the first appeal. The Provider must include documentation plus correspondence with and responses from ABH. DMHAS will make a final determination of the appeal within 60 days of receipt.

DESCRIPTION OF ATR COVERED SERVICES

CLINICAL SERVICES

Buprenorphine Treatment

A non-residential service provided in a facility licensed by the Department of Public Health to offer "Ambulatory Chemical Detoxification" or substance use "Outpatient Treatment**"** to individuals addicted to opiates. This service involves administration or prescription of Suboxone or Subutex (with gradual reductions in dosage to mitigate symptoms) in addition to clinical support, including an assessment of needs, recovery planning, individual and group therapy, and relapse prevention strategies. This model is designed to enable the recipient to become opiate-free between 181 and 365 days for induction/maintenance/taper.

Co-Occurring Intensive Outpatient Treatment

A medically necessary, non-residential behavioral health service delivered in a facility that meets and maintains all applicable licensing and certification requirements of federal and state statutes or regulations pertaining to substance abuse outpatient services for adults. Each individual shall receive three (3) hours per day (of which 2.5 hours will be documented behavioral health clinic services) three (3) to five (5) days per week (i.e., a minimum or nine hours per week) of individualized treatment. Treatment shall focus on reducing symptoms, improving functioning , maintaining the individual in the community, preventing relapse and reducing the likelihood that care may be required in a more restrictive setting.

RECOVERY SUPPORT SERVICES

Care Coordination

Care coordination is available to all individuals accessing ATR IV, and care coordinators will follow ATR IV recipients through their course of ATR IV services. Care Coordinators, complete the entire recovery assessment including tasks such as: eligibility screening, treatment and recovery support assessment, recovery planning, service determination and referral to ATR IV and other funded services. Care Coordinators will also assess client satisfaction and aid in service re-engagement if needed. Care coordinators are trained to complete and are responsible for doing the initial face to face and the follow up DCIs.

Recovery Assessment	The recovery assessment is completed by an ATR Care Coordinator and includes the eligibility screening, treatment, treatment and recovery support assessment, recovery planning, service determination, referral to ATR and other funded services and any other application related information (e.g. consent to participate, releases of information, etc).
Recovery Management Services	Referral, linkage, and coordination of wrap around services according to an individualized recovery plan incorporating the input of individuals served and their natural supports. Services are provided in the community and a primary goal is to provide linkages to substance abuse and mental health treatment and recovery support services. Recovery Management Services are intended to assist the individual to work on integrating relapse prevention skills and achieve autonomy, including obtaining gainful employment and independent living in their community.
Housing Assistance and Services	Services may include accessing a housing referral service, relocation, tenant/landlord counseling, repair mediation, and other identified housing needs, will be provided to participants living in a variety of housing environments (e.g. transitional housing, recovery living centers or homes, supported independent living, short-term and emergency or temporary housing). This category of services includes helping families in locating and securing affordable and safe housing. Assistance may also include providing participants with Supported Recovery Housing Services – a credentialed, clean, safe, drug and alcohol-free transitional living environment with on-site case management services available at least 8 hours per day 5 days per week. On site Case management services include assessment, recovery and discharge planning with the goal of linking residents to substance use and mental health treatment services, entitlements, employment, permanent housing and other needed community supports to promote autonomy and recovery.
Spiritual and Faith Recovery Support	Provided via individual and/or group meetings that are designed to help persons in recovery forge supportive connections with self-selected faith communities, discover positive personal interests, and take on valued social roles. Faith Recovery Support Services include mentoring and positive role modeling, pastoral and spiritual counseling, social support and community engagement, and integration of faith and recovery values to support recovery and relapse prevention. Services are usually provided in a religious or spiritual setting by spiritual leaders or other staff who are knowledgeable about the spiritual values of the community and are equipped to assist individuals in finding spirituality.
Employment Services and Job Training	Services are directed toward improving and maintaining employment and include: skills assessment and development, job coaching, job placement, resume writing, interviewing skills, and tips for retaining a job. Other services include training in a specific skill or trade to assist individuals to prepare for, find, and obtain competitive employment. Additionally, employment services includes the acquisition of those supports one needs in order to secure employment such as obtaining a valid identification document or job appropriate clothing.

Medical Care (Physical and Nutritional Health)	Services are directed toward improving overall health and well-being and include services that may not be covered by traditional health insurance such as: nutritional counseling, smoking cessation, weight loss counseling, etc.
Transportation	Transportation services are provided to individuals engaged in treatment and/or recovery support related appointments and activities, and who have no other means of transportation. Forms of transportation services may include public transportation passes or contracted livery transportation.
Educational Services	May include academic counseling, assistance with academic and financial applications, and aptitude and achievement testing to assist in planning services and support. Educational services also provide support for clients pursuing adult basic education, i.e., general education development (GED) and college education.
Child Care	Care and supervision provided to a parent's child(ren), less than 14 years old and for less than 24 hours a day, by an organized licensed facility or family center enabling a parent to attend treatment and or recovery activities, employment, educational activities or job training (includes home-based licensed care). These services must comply with State law regarding child care facilities.
Recovery Coach Academy	A five-day training opportunity designed for those interested in becoming actively involved in serving as a Recovery Coach. A Recovery Coach is anyone interested in promoting recovery by removing barriers and obstacles to recovery and serving as a personal guide and mentor for people seeking or already in recovery. The training will provide participants a comprehensive overview of the purpose and tasks of a Recovery Coach and will explain the various roles played by a Recovery Coach. The training will provide participants tools and resources useful in providing recovering support services and emphasizes the skills needed to link people in recovery to needed supports within the community that promote recovery.
Peer-to-Peer Services	A process of helping based, in part, on a shared lived experience, and the knowledge gained from overcoming those challenges with the goal of assisting those in recovery to integrate into community life and to develop natural support systems in the community via regular exposure to recreational, spiritual and educational activities and to recovery oriented fellowship.

STAFFING

Availability	ATR IV providers must have a recovery support staff member available a minimum of 8 hours per day and 5 days per week.
Staff Competencies	Providers of ATR IV services must ensure that staff members possess appropriate certifications, licensure, or other qualifications to meet competencies, as outlined in the Request for Qualified Contractors for each service.

Supervision Contractors must have qualified administrative/leadership personnel to provide oversight and supervision of the direct care staff. Staff and/or volunteers providing ATR IV services must receive two hours of supervision a month.

Staffing Changes Providers are required to contact ABH to notify them of staffing changes when they occur.

SERVICE REQUIREMENTS

ALL SERVICES

The following are mandatory for all services:

- Qualified staff has an understanding of substance use disorders, substance use and co-occurring mental health disorders, along with the principles of recovery. Staff should understand addiction as a disease and reflect the ethnic, racial, gender, and linguistic composition of the individuals being serviced.
- Appropriate documentation on each person served. Specific chart requirements vary according to the service provided.
- Availability of and/or referral to on-site or off-site recovery support groups such as those based on a 12-step model.
- A detailed orientation to services available and service recipients' rights and responsibilities as program participants.
- Collaboration with other community service providers.
- Descriptions of procedures for collaborating in the development and implementation of recovery plans with the service recipients, treatment provider(s), and other agencies and family members as appropriate.
- A mechanism and detailed procedure specifying discharge planning and service recipient transition following completion of their recovery plan goals.
- Access to a computer that is connected to the internet and can send/receive e-mail communication.
- Contractors must have systems in place that utilize data to monitor and inform program management of necessary quality management and improvement.

Clinical Services

Buprenorphine Treatment

- Site where medication is being prescribed must be licensed by the State of Connecticut and have a certificate of need to provide Buprenorphine services.
- Provider must work with a qualified physician who has a waiver to prescribe Buprenorphine (Subutex®, Suboxone® or approved generic versions of these products) for opioid addiction.
- Physicians must prescribe Buprenorphine, Subutex® or Suboxone® or approved generic versions of these products for opioid addiction in the setting in which they are otherwise credentialed/licensed to practice (e.g., office, hospital).
- Provider must have a relationship with one pharmacy that will dispense the medication and bill ABH for the medications.

Co-Occurring Intensive Outpatient Treatment

-
- ****SERVICE DESCRIPTION TO BE ADDED****
-

Recovery Support Services

Recovery Management Services (RMS)

In addition to the requirement for all services, RMS providers are required to have these components:

- Recovery Specialists will be expected to maintain a chart on each person served. Staff should know the resources available in the surrounding community and be able to complete the following:
    - intake assessment
    - releases of information
    - recovery plan based on the client's stated needs and strengths
    - referral to treatment and recovery support services
    - progress notes
    - discharge planning

- Assistance to service recipients in securing basic needs (e.g. clothing, food), permanent housing, employment, entitlements, transportation, and treatment services. Services should include referrals to Department of Social Services (DSS), vocational/educational opportunities, Section 8 and other housing subsidies, medical or other treatment appointments, energy assistance, food stamps, and other potential sources of income and community recovery supports.
- Transportation (or linkage to transportation services) for service recipient appointments or meetings at medical, clinical, or other community services.

Housing Assistance and Services (SRHS)

In addition to the requirement for all services, SRHS providers are required to have these components:

- SRHS providers will be expected to maintain a chart on each person served. Staff should know the resources available in the surrounding community and be able to complete the following:
    - intake assessment
    - releases of information
    - recovery plan based on the clients stated needs and strengths
    - referral to treatment and recovery support services
    - progress notes-documenting 1 hour of case management per week
    - discharge planning
- SRHS providers must have clients sign and/or submit the following documents, as described in the Provider Agreement:
    - Client Service Agreement
    - Program rules that clearly outline the rules associated with SRH services and the consequences for violation of these rules.
    - Job Readiness and/or proof of income forms for the second 30 days of housing.
    - Sign In/Out forms documenting when a client leaves and returns to the house.
- Assistance to service recipients in securing basic needs (e.g. clothing, food), permanent housing, employment, entitlements, transportation, and

  treatment services. Services should include referrals to DSS, vocational/educational opportunities, Section 8 and other housing subsidies,

medical or other treatment appointments, energy assistance, food stamps, and other potential sources of income and community recovery supports.
- Transportation (or linkage to transportation services) for service recipient appointments or meetings at medical, clinical, or other community services.

Employment Services and Job Training (ROVS)

In addition to the requirement for all services, ROVS providers are required to have these components:

- Recovery Oriented Vocational Service providers will be expected to maintain documentation on each person served. Staff should know the resources available in the surrounding community and be able to complete the following:
  - intake assessment
  - recovery oriented vocational plan based on the clients stated needs and strengths which integrates employment and recovery principles
  - referral to potential employers or other vocational supports as deemed appropriate
  - referral to treatment and other recovery support services, as needed
  - progress notes
  - discharge planning
- Transportation (or linkage to transportation services) for service recipient employment or employment related activities.

Spiritual and Faith Recovery Support (FRSS)

In addition to the requirement for all services, FRSS providers are required to have these components:

- Spiritual and Faith Recovery Support must be available at your location/facility a minimum of 8 hours per day and 5 days per week.
- Providers must have qualified administrative/leadership personnel to provide oversight and supervision of the direct care staff.
- Supervision will be provided to each recovery specialist at a minimum of twice monthly in the form and manner defined by ABH.
- Faith Recovery Specialists will be expected to maintain a paper or electronic chart on each person served. The chart should contain:
  - intake assessment
  - recovery plan placed on the client's stated needs and strengths
  - referral to treatment and recovery support services
  - progress notes
  - discharge planning
  - evidence of a detailed orientation to the services available
  - evidence of receipt of service recipients' rights and responsibilities description as program participants.
- Staff should know the resources available in the surrounding community:
- Collaboration with other community service providers as demonstrated in letters of support and memoranda of agreement with other community-based organizations.
- Evidence that the Spiritual and Faith Recovery Support are designed and will be operated as an integral part of a regional and/or statewide system of care, including identification and listing of local recovery and community resources.

Spiritual and Faith Recovery Support - FRSS (cont)

- Consultation with recovery community advocacy organizations, cultural organizations, and other community stakeholder groups with expertise in such services. The applicant must demonstrate mechanisms, frequency, quantity and outcomes of its efforts to gather input from individuals in recovery and family members in the preparation of this application and in the planning, implementation, evaluation, and ongoing quality improvement of the service. Mechanisms for involvement of individuals in recovery and family members include, but are not limited to:
    - voting members on agency planning committees, boards, advisory groups, etc.
    - focus groups
    - surveys
    - facilitated discussions
    - solicitation of written suggestions
- Description of data systems sufficient to collect and manage admission, discharge, and other program/client data including access to a computer that is connected to the Internet and can send/receive e-mail communication.

APPENDIX 1: CODE OF ETHICS FOR PREVENTION/RECOVERY PROFESSIONALS

Adapted from the Code of Ethics of the Connecticut Department of Mental Health and Addiction Services

PREAMBLE

The Principles of Ethics are a model of standards of exemplary professional conduct. This Code of Ethical Conduct expresses the professional's recognition of his responsibilities to the public, to service recipients, and to colleagues. They should guide providers serving DMHAS programs in the performance of their professional responsibilities. The Principles call for commitment to honorable behavior, even at the sacrifice of personal advantage. These principles should not be regarded as limitations or restrictions, but as goals toward which Recovery Professionals should constantly strive. They are guided by core values and competencies that have emerged with the development of the field.

PRINCIPLES

I. Non-Discrimination

A Recovery Professional shall not discriminate against service recipients or colleagues based on race, religion, national origin, sex, age, sexual orientation, economic condition, or physical, medical or mental disability. A Recovery Professional should broaden his understanding and acceptance of cultural and individual differences, and in so doing, render services and provide information sensitive to those differences.

II. Competence

A Recovery Professional shall observe the profession's technical and ethical standards, strive continually to improve personal competence and quality of service delivery, and discharge professional responsibility to the best of his ability.

Competence is derived from a synthesis of education and experience. It begins with the mastery of a body of knowledge and skill competencies. The maintenance of competence requires a commitment to learning and professional improvement that must continue throughout the professional's life.

a) Professionals should be diligent in discharging responsibilities: to render services carefully and promptly, to be thorough, and to observe applicable technical and ethical standards.
b) Due care requires a professional to plan and supervise adequately and evaluate to the extent possible any professional activity for which he is responsible.
c) A Recovery Professional should recognize limitations and boundaries of competencies and not use techniques or offer services outside of his competencies. Each professional is responsible for assessing the adequacy of his own competence for the responsibility to be assumed.
d) Ideally Recovery Professionals should be supervised by Nationally Registered Prevention Professionals (NRPP). When this is not available, Recovery Professionals should seek peer supervision or mentoring from other competent Recovery Professionals.
e) When a Recovery Professional has knowledge of unethical conduct or practice on the part of an agency or Recovery Professional, he has an ethical responsibility to report the conduct or practices to appropriate funding or regulatory bodies or to the public.
f) A Recovery Professional should recognize the effect of impairment on professional performance and should be willing to seek appropriate treatment for him or herself.

g) Individuals and organizations providing recovery support services are obliged to stay current with best practices in substance abuse recovery, recovery management, and community resources.

III. Integrity

To maintain and broaden public confidence, Recovery Professionals should perform all responsibilities with the highest sense of integrity. Personal gain and advantage should not subordinate service and the public trust. Integrity can accommodate the inadvertent error and the honest difference of opinion. It cannot accommodate deceit or subordination of principle.

a. All information should be presented fairly and accurately. Each professional should document and assign credit to all contributing sources used in published material or public statements.
b. Recovery Professionals should not misrepresent either directly or by implication professional qualifications or affiliations.
c. Where impairment is evident in a colleague or a service recipient, a Recovery Professional should be supportive of assistance or treatment.
d. A Recovery Professional should not be associated directly or indirectly with any service, products, individuals, and organization in a way that is misleading.

IV. Nature of Services

Do no harm to service recipients. Services provided by Recovery Professionals shall be respectful and non-exploitative.

a. Services should be provided in a way which preserves the protective factors inherent in each culture and individual.
b. Recovery Professionals should use formal and informal structures to receive and incorporate input from recipients in the development, implementation, and evaluation of Recovery services.
c. Where there is suspicion of abuse of children or vulnerable adults, the Recovery Professional shall report the evidence to the appropriate agency and follow up to ensure that appropriate action has been taken.
d. The provider shall not impose, nor allow his/her staff or volunteer to, impose his/her own religious views or practices on recipients whose faith preference is different from his/her own.

V. Confidentiality

Confidential information acquired during service delivery shall be safeguarded from disclosure, including—but not limited to—verbal disclosure, unsecured maintenance of records, or recording of an activity or presentation without appropriate releases. Recovery Professionals are responsible for knowing the confidentiality regulations relevant to their Recovery specialty.

VI. Ethical Obligations for Community and Society

According to their consciences, Recovery Professionals should be proactive on public policy and legislative issues. The public welfare and the individual’s right to services and personal wellness should guide the efforts of Recovery Professionals to educate the general public and policy makers. Recovery Professionals should adopt a personal and professional stance that promotes health.

APPENDIX 2: PRIVACY RULE OF HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

BUSINESS ASSOCIATE AGREEMENT

THIS BUSINESS ASSOCIATE AGREEMENT (this "BAA") is effective as the Effective Date, by and between ADVANCED BEHAVIORAL HEALTH, INC. , also referred to as ABH ("Covered Entity") and the CONSULTANT ("Business Associate"), each individually a "Party" and together the "Parties."

BACKGROUND STATEMENTS

A. **Purpose**. The purpose of this BAA is to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996, as amended by Sections 13400 through 13424 of the Health Information Technology for Economic Clinical Health Act ("HITECH") (the 1996 Act as amended by HITECH is referred to herein as "HIPAA"), the associated regulations, 45 C.F.R. parts 160 and 164, as may be amended, and other guidance that may be issued by the federal Department of Health and Human Services ("HHS") (all of the above laws, rules, regulations, and guidance are collectively referred to herein as the "HIPAA Standards"). The HIPAA Standards require Covered Entity to obtain written assurances from Business Associate that Business Associate will appropriately safeguard Protected Health Information ("PHI") and protect its integrity and confidentiality.

B. **Relationship**. Covered Entity and Business Associate have entered into a relationship under which Business Associate may receive, use, obtain, access or create PHI from or on behalf of Covered Entity in the course of providing data management/storage services (collectively, the "Services") provided under the Independent Physician Consultant Agreement (the "Agreement") of which this BAA is an Exhibit and incorporated therein.

AGREEMENT

In consideration of the foregoing, the Parties hereby agree as follows:

Section 1. Permitted Uses and Disclosures.

1.1 General. Business Associate may use and/or disclose PHI only as permitted or required by the Agreement, including this BAA, or as otherwise required by law. Business Associate may disclose PHI to, and permit the use of PHI by, its employees, contractors, agents, or other representatives only to the extent directly related to and necessary for the performance of the Services. Business Associate shall not use or disclose PHI in a manner that would violate the HIPAA Standards if disclosed or used in such a manner by Covered Entity, including, the additional HITECH requirements relating to privacy, except as otherwise provided in this BAA.

1.2 Use For Business Associate's Purposes. Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate. Business Associate may use PHI to provide Data Aggregation services for the Health Care Operations of Covered Entity in accordance with the Privacy Rule.

1.3 Disclosure For Business Associate's Purposes. Business Associate may disclose PHI for the proper management and administration of Business Associate, provided the disclosures are required by law, or Business

Associate obtains reasonable assurances from the person to whom the PHI is disclosed that it will remain confidential and be used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the PHI has been breached.

1.4 De-Identified Data. Business Associate may de-identify any and all PHI created or received by the Business Associate under the Agreement; provided, however, that the de-identification conforms to the requirements of the Privacy Rule. Such resulting de-identified information would not be subject to the terms of the Agreement and may be used by the Business Associate for any lawful purpose.

Section 2. Covered Entity's Responsibilities:

With regard to the use and/or disclosure of PHI by the Business Associate, Covered Entity agrees: (i) that it is responsible for obtaining any consent, authorization or permission that may be required by the Privacy Rule or any other applicable federal, state laws and/or regulations; and (ii) that it will inform the Business Associate of any PHI that is subject to any restrictions on the use and/or disclosure of PHI as provided for in 45 C.F.R. § 164.522 and agreed to by Covered Entity that may materially impact in any manner the use and/or disclosure of PHI by the Business Associate under the Agreement.

Section 3. Safeguards for the Protection of PHI.

Business Associate will implement and maintain the security safeguards and other related measures required by the HIPAA Standards, including, but not limited to, those required by 45 C.F.R. §§ 164.308 (administrative safeguards), 164.310 (physical safeguards), 164.312 (technical safeguards), 164.316 (policies and documentation), and the additional security provisions of HITECH as each of the foregoing applies to Covered Entity. Such safeguards shall be designed to protect the confidentiality and integrity of such PHI obtained, accessed or created from or on behalf of Covered Entity.

Section 4. Reporting the Effect of Unauthorized Uses and Disclosures.

4.1 Notice Obligation**.** If Business Associate has knowledge of or Discovers any Security Incident, Breach, or any other use or disclosure or unauthorized access of PHI not provided for by this Agreement, then Business Associate will promptly notify Covered Entity in accordance with Section 11.1 of the Agreement. This reporting obligation to Covered Entity shall include, but is not limited to, any "Breach" of "Unsecured Protected Health Information", as those terms are used in Section 13405 of HITECH and further defined at 45 C.F.R. § 164.402.

4.2 Timing of Notice. Such notice shall be delivered promptly, but in no event later than sixty (60) days after Discovery of a Breach.

4.3 Content of Notice. Such notice shall include, to the extent possible, the identification of each Individual whose PHI has been, or is reasonably believed to have been, accessed, acquired, used, or disclosed during the Breach.

4.4 Law Enforcement Delay. Business Associate shall comply with the terms of 45 C.F.R. § 164.412 with regard to an oral or written statement made by law enforcement regarding notification under this Section 4 in connection with a Breach of Unsecured Protected Health Information.

Section 5. Use and Disclosure of PHI by Subcontractors, Agents, and Representatives.

Business Associate will require any subcontractor, agent, or other representative that is authorized to receive, use, or have access to PHI obtained or created under the Agreement and this BAA, to agree, in writing, to adhere to the same restrictions, conditions and requirements regarding the use and/or disclosure of PHI and safeguarding of PHI that apply to Business Associate under this BAA.

Section 6. Individual Rights.

Business Associate will comply with the following Individual rights requirements as applicable to PHI used or maintained by Business Associate, as well as comply with any requirements under HITECH that relate to such rights that apply to each party; provided, however, that the parties acknowledge and agree that Business Associate will most likely not maintain PHI separate from the PHI that is maintained by Business Associate on Covered Entity's behalf and therefore will, in most instances, not have its own obligations with respect to the below Individual rights requirements. Further, the parties acknowledge and agree that it shall be the responsibility of Covered Entity to provide Individuals with the Access, Amendments, and Accounting required under the HIPAA Standards with respect to PHI that is maintained by Business Associate on its behalf, unless otherwise specified in the Agreement.

6.1 Right of Access. Business Associate agrees to provide access to PHI that it separately maintains in a Designated Record Set, at the request of Covered Entity and in a timely manner, to Covered Entity in order to meet the requirements under 45 C.F.R. § 164.524 and Section 13405(e) of HITECH. This shall include the obligation to provide electronic access, as specified in Section 13405 of HITECH, if Business Associate uses or maintains its own electronic health records (i.e. not records maintained on behalf of Covered Entity).

6.2 Right of Amendment. Business Associate agrees to make PHI that it separately maintains in a Designated Record Set available to Covered Entity so that Covered Entity may make amendment(s) pursuant to 45 C.F.R. § 164.526 in a timely manner.

6.3 Right to Accounting of Disclosures. Business Associate agrees to document disclosures of PHI as required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and Section 13405(c) of HITECH and in a timely manner. Business Associate agrees to promptly provide the accounting to Covered Entity upon request. If Business Associate maintains PHI in an Electronic Health Record, the scope of accounting under this Section 6.3 shall further comply with the requirements of Section 13405(c) of HITECH as such requirements apply to each party.

Section 6. Audit, Inspection and Enforcement by Covered Entity.

Business Associate will make its internal practices, books, records, and policies and procedures relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of Covered Entity, available to HHS for purposes of monitoring compliance with the HIPAA Standards.

Section 7. Term and Termination.

7.1 Term. This BAA will become effective on the Effective Date. Unless terminated sooner pursuant to Section 8.2, this BAA shall remain in effect for the duration of all Services provided by Business Associate and for so long as Business Associate shall remain in possession of any PHI received from, or created or received by Business Associate on behalf of Covered Entity, unless Covered Entity has agreed in accordance with Section 8.3 that it is infeasible to return or destroy all PHI.

7.2 Termination. Either party may terminate the Agreement and this BAA if it determines that the other has breached a material term of this BAA; provided, however that the non-breaching party provides the other party with written notice of the existence of the material breach and affords it thirty (30) days to cure. In the event the breaching party fails to cure the material breach within such time period, the non-breaching party may immediately terminate the Agreement and this BAA. If termination is not feasible, the non-breaching party shall report the material breach to the Secretary of HHS.

7.3 Effect of Termination. Upon termination of this BAA, Business Associate will recover any PHI relating to the BAA in the possession of its subcontractors, agents, or representatives. Business Associate will then return all PHI in its possession to Covered Entity or, if return is not feasible or Covered Entity instructs Business Associate, destroy all such PHI. In either event, Business Associate shall not retain any copies. If Business Associate believes that it is not feasible to return or destroy the PHI as described above, Business Associate shall notify Covered Entity in writing. The notification shall include: (i) a statement that Business Associate has determined that it is infeasible to return or destroy the PHI in its possession, and (ii) the specific reasons for such determination. If a determination is made that Business Associate cannot feasibly return or destroy the PHI, Business Associate will ensure that any and all protections, requirements and restrictions contained in this BAA will be extended to any PHI retained after the termination of the Agreement, and that any further uses and/or disclosures will be limited to the purposes that make the return or destruction of the PHI infeasible.

Section 8. Miscellaneous

8.1 Survival. The respective rights and obligations of the Parties under Sections 7 (Audit and Inspection Rights), 8.3 (Effect of Termination). and 9 (Miscellaneous) of this BAA will survive termination of the Agreement and the BAA indefinitely.

8.2 Entire Agreement; Amendments; Waiver. This BAA constitutes the entire agreement between the Parties with respect to its subject matter and supersedes any prior business associate agreement. This BAA may not be modified, nor will any provision be waived or amended, except in a writing duly signed by authorized representatives of the Parties. A waiver with respect to one event will not be construed as continuing, or as a bar to or waiver of any right or remedy as to subsequent events. **The Parties shall amend this BAA from time to time as necessary to comply with the requirements of the HIPAA Standards. If either Party determines that such an amendment is necessary, the other party shall work in good faith to incorporate the amendment as soon as possible upon receiving notice.**

8.3 Interpretation. Any ambiguity in this BAA shall be resolved in favor of a meaning that permits the parties to comply with the then-current HIPAA Standards. Unless otherwise defined in this BAA, capitalized terms have the meanings given in the HIPAA Standards.

8.4 No Third Party Beneficiaries. Nothing express or implied in this BAA is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors and permitted assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever.

Summary: Privacy Rule of Health Insurance Portability and Accountability Act (HIPAA)

Published as 45 CFR parts 160 and 164 and effective in 2003, this Act protects the privacy of Protected Health Information (PHI) that is:

1. Transmitted by electronic media;
2. Maintained in any medium described in the definition of electronic media; or
3. Transmitted or maintained in any other form or medium.

As defined by HIPAA, *Protected Health Information* is any information, including demographic information, collected from an individual, that is:

1. Created or received by a healthcare provider, health plan, employer, or healthcare clearinghouse;
2. Related to the past, present, or future physical or mental health or condition of an individual; the provision of healthcare to an individual; or the past, present, or future payment for the provision of healthcare to an individual; and which is
3. Able to identify the individual, or with respect to which, there is reasonable basis to believe that the information can be used to identify the individual.

Business associate as defined by HIPAA (45 CFR section 160.103), is a person who, on behalf of the covered entity or provider or of an organized healthcare arrangement in which the covered entity participates, but other than in the capacity of a member of the workforce of such covered entity or arrangement, performs, or assists in the performance of:

1. A function or activity involving the use or disclosure of individually identifiable health information, including claims processing or administration, data analysis, processing or administration, utilization review, quality assurance, billing, benefit management, practice management, and re-pricing; or
2. Any other function or activity regulated by this subchapter; or provides, other than in the capacity of a member of the workforce of such covered entity, legal, actuarial, accounting, consulting, data aggregation, management, administrative, accreditation, or financial services to or for such covered entity, or to or for an organized healthcare arrangement in which the covered entity participates, where the provision of the service involves the disclosure of individually identifiable health information from such covered entity or arrangement, or from another business associate of such covered entity or arrangement, to the person.

All providers who qualify as *covered entities* must comply with the provisions of the Privacy Rule of HIPAA. A *covered entity* is defined as a healthcare provider, a health plan, or a clearinghouse who transmits any health information in electronic form in connection with a transaction covered by this subchapter (section 160.103 of 45 CFR part 160). If this provider is a covered entity, then HIPAA requires the appropriate policies and procedures to be in place to comply with the HIPAA Privacy Rule. HIPAA requires such policies and procedures to include, but not be limited to, the following topics: Notice of Privacy Practices, Amendment of Protected Health Information (PHI), Recipient Access to PHI, Accounting of Disclosures, Workforce Training, Verification, Authorization for Disclosures of PHI, HIPAA Complaint Process, Marketing (if applicable), Research (if applicable), Audit and Monitoring of HIPAA compliance, and Business Associates Agreements with those companies providing goods and services which require the disclosure of PHI, etc. Where existing confidentiality protections provided by 42 CFR part 2, related to the release of alcohol and drug abuse records, are greater than HIPAA, then the department anticipates that the provider will consider any such provision of 42 CFR part 2 as the guiding language.