

**ADDENDUM TO THE AGREEMENT BETWEEN PROVIDERS  
AND BUSINESS PSYCHOLOGY ASSOCIATES  
FOR THE DELIVERY OF AND PAYMENT FOR  
STATE FUNDED SUBSTANCE USE DISORDER SERVICES**

**ACCESS TO RECOVERY III**

**THIS ADDENDUM** is dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between the Participating Provider specified below and Business Psychology Associates, Inc (BPA).

**WHEREAS**, BPA has entered into an Agreement with Idaho Department of Health and Welfare- Substance Use Disorders Program (IDHW-SUD) to arrange for the provision of SUD treatment services and to adjudicate, process and pay all claims related to services provided to their members;

**NOW, THEREFORE**, the parties agree that the clauses specified below shall become a part of said Provider Agreement:

1. Provider affirms that reimbursement for all services is contingent on approved levels of care listed on the agency's Alcohol and Drug Abuse Treatment Program Certificate of Approval issued by the IDHW-SUD Bureau.
2. Ensuring Reasonable Choice. The Provider agrees to participate with BPA in offering the client choice among treatment and recovery support service providers following assessment and at the time of transition and/or discharge from treatment. Provider agrees to obtain client attestation to choice.
3. GPRA Outcomes Data Collection. The manner in which GPRA Outcomes data are collected and the frequency and timeliness with which they will be collected as determined by the grant requirements and determined by BPA. GPRA Outcomes data must be collected at the time of Assessment, 6 months following initiation of treatment and at time of discharge. Provider agrees to collect and submit GPRA Interview data online via the ProviderConnect website and correct inaccurate data submission in a timely manner. GPRA data collection must be performed by ATR III GPRA trained and certified staff.
4. Failure to submit required data may result in reduction of provider incentive payments, inactivation and may include termination from the provider network.
5. Participating Provider affirms that the provider's office complies with all aspects of the Health Insurance Portability and Accountability Act (HIPPA) and its amendments, rules, procedures, and regulations with regard to patient privacy and the security of patient information.

6. In the event that Participating Provider's Agreement with BPA is terminated for any reason, the Participating Provider agrees that the only applicable appeals are to BPA. The Participating Provider agrees that there can be no appeal to IDHW-SUD of any decisions for termination made by BPA.
7. Provider agrees that in the event BPA is due funds from the Provider for claims previously paid, but subsequently denied, BPA shall reduce future claims payments to the Provider by the amount of the outstanding receivable until such time as the amount owed to BPA is recovered.
8. The Participating Provider agrees that BPA, and IDHW-SUD have the right to inspect, evaluate and audit any pertinent financial records, documents, papers and any records of the Participating Provider with regard to services provided to members covered under the Plan's Agreement with BPA. Should any records be requested by BPA or IDHW-SUD, the records shall be produced immediately for onsite review or sent to the requesting party by mail within fourteen (14) calendar days. All records shall be provided at the sole cost and expense of the Participating Provider. BPA or IDHW-SUD shall have unlimited rights to use, disclose and duplicate all of the information and data in accordance with the applicable State and federal laws and regulations.
9. Provider agrees that nothing in the Provider Agreement or this Addendum shall prohibit the Participating Provider from advocating on behalf of the Member in any grievance system or utilization review process or individual authorization process in order to obtain necessary services.
10. The Participating Provider agrees that service rates will be reimbursed according to Access to Recovery III plan guidelines, financial eligibility and current fee schedules.
11. Provider of services covered by this addendum agree to bill for services as directed in BPA's Billing Procedure packet.
12. The provider agrees to only bill for services listed on the Access to Recovery III Fee Schedule as reimbursable under the Access to Recovery III plan benefits.
13. Term. Provider agrees that this Amendment's Term shall apply consistent with the Term of the current Agreement or until Access to Recovery III programming and funds are discontinued by the State of Idaho. Should the current Agreement between BPA and the Provider be terminated by either party for any reason, Provider Agrees that this Amendment becomes null and void as well.
14. Effective Date. Provider agrees, in signing this Addendum that they are capable and willing to supply Access to Recovery III services beginning on or before **December 15, 2010.**

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed.

BPA

Provider

\_\_\_\_\_  
Steven E Peterson, CFO

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Agency Represented

\_\_\_\_\_  
Effective Date

\_\_\_\_\_  
Print Name & Title