DEPARTMENT OF HEALTH
ADDICTION PREVENTION AND RECOVERY ADMINISTRATION
DRUG TREATMENT CHOICE PROGRAM

SECTION A. HUMAN CARE PROVIDER AGREEMENT AWARD

HCPA TITLE:	**HCPA #: APHC-2009-H-** **29 DCMR, Chapter 23 Certification #:** **DTCP Provider # Assigned:** TBD
Contracting Officer's Technical Representative (COTR) – Name, Title and Telephone No.	
Issued By:	**Department of Health** **Office of the Director** **825 North Capitol Street, NE** **Washington, DC 20002**
Type of Award:	**Human Care Agreement - Fixed Unit Price**
Corporate Name of the Provider; Address, and Telephone No.:	

The undersigned agrees to accept the terms of this Human Care Provider Agreement. The undersigned has the authority to enter into this Agreement on behalf of the named Provider. I/We agree that the receipt by APRA of the first and each succeeding claim for payment from me/us will be the understanding of my/our declaration that the provisions of this Agreement and supplemental provider manuals and instructions have been understood and complied with:

Provider Principal Corporate Officer Name and Title:	**Provider Principal Signature:**	**Date:**
Provider Chief Executive Officer Name and Title:	**Provider Chief Executive Officer Signature:**	**Date:**
Provider Chief Medical Officer Name and Title:	**Provider Chief Medical Officer Signature:**	**Date:**

The undersigned has the authority to enter into this Agreement on behalf of the District of Columbia Government, pursuant to Section 5042 of the Fiscal Year 2006 Budget Support Act of 2005, effective October 20, 2005 (D.C. Law 16-33; D.C. Official Code § 7-3005.01) and pursuant to D.C. Official Code § 2-303.06a.

Contracting Officer Name and Title: **Pierre N.D. Vigilance, M.D., MPH** **Director, Department of Health**	**Contracting Officer Signature:**	**Date of Award:**

SECTION B. REQUIREMENTS AND CLAUSES

I. BACKGROUND INFORMATION

Pursuant to section 5042 of the Fiscal Year 2006 Budget Support Act of 2005, effective October 20, 2005 (D.C. Law 16-33; D.C. Official Code § 7-3005.01) ("section 5042") and D.C. Official Code § 2-303.06a, the Director of the District of Columbia Department of Health ("the Department" or "DOH") is entering into this Human Care Provider Agreement ("Agreement"), with the entity named in Section A of this Agreement, a Provider of Substance Abuse Services ("the Provider") for the purchase of human care services, to be effective on the date this Agreement is signed by the Director of the Department, as shown in Section A. HUMAN CARE PROVIDER AGREEMENT (HCPA) AWARD.

II. ELIGIBILITY REQUIREMENTS

To be eligible to enter into a Human Care Provider Agreement with the Department to provide substance abuse treatment services, a Provider must:

A. Ensure that clients admitted are persons in need of substance abuse ("SA") treatment services and eligible for care under the Choice in Drug Treatment Act of 2000, effective July 18, 2000 (D.C. Law 13-146; D.C. Official Code § 7-3001 *et seq*.) ("the Choice in Drug Treatment Act");

B. Be certified as a substance abuse treatment facility or program under Title 29, Chapter 23 of the District of Columbia Municipal Regulations ("Chapter 23"), and if an Opioid Treatment Provider, be certified by the Substance Abuse and Mental Health Services Administration ("SAMHSA") of the United States Department of Health and Human Services;

C. Have filed a Chapter 23 application with DOH to provide SA services to persons eligible under the Choice in Drug Treatment Act and said application is incorporated by reference into this Agreement and made a part hereof the same as if it were written herein;

D. Have received written approval from DOH of its application to provide SA services to persons eligible under Medicaid and said application is incorporated by reference into this Agreement and made a part hereof the same as if it were written herein; and

E. Not have an active Task Order against a Human Care Agreement (HCA) awarded by the D.C. Office of Contracting and Procurement (OCP) for the same services specified in this new HCPA with DOH; and, must execute all necessary paperwork to cancel any existing HCA executed by OCP as part of a no-cost settlement prior to the date the DOH Director signs this agreement. (See SECTION A for signature and date of award.)

III. AUTHORITY OF DOH AND APRA

A. Section 5042 gives authority to the Director of DOH to enter into provider agreements or other agreements with providers certified under Chapter 23, to provide SA services under the District of Columbia Drug Treatment Choice Program ("DTCP"), and no longer requires certification under Chapter 24 of Title 29 DCMR to provide those services.

B. D.C. Official Code § 2-303.06a gives authority to the District to enter into Human Care Agreements, which are not a commitment to purchase any quantity of services, but which require the District to issue vouchers in order to obligate the District. The District is obligated only to the extent that authorized purchases are made pursuant to the human care agreement.

C. Pursuant to the Choice in Drug Treatment Act of 2000, which makes the Addiction Prevention and Recovery Administration ("APRA") the agency responsible for administering the DTCP in the District of Columbia, APRA is authorized to take all necessary steps for the proper and efficient administration of the DTCP.

D. Pursuant to the Choice in Drug Treatment Act of 2000, the purpose of the Choice in Drug Treatment Program is to provide District residents with access to substance abuse rehabilitation and aftercare plans at the treatment provider of their choice in consultation with a qualified substance abuse counselor, and subject to the availability of funds in the Addiction Recovery Fund. Following the assessment of a client, and based on the results of that assessment, APRA offers a choice of substance abuse treatment providers to the client. Based on client choice, participation in this program with APRA does not guarantee a definite volume of referrals.

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SECTION C: SCOPE OF WORK AND SPECIFIC TERMS

I. SCOPE OF WORK

A. The Provider agrees:

1. To provide to DTCP clients, who have been referred via a written voucher, appropriate and certified SA treatment services as an independent contractor of the District;

2. To accept as payment for supplying the services in section C.I.A.1 above, a reimbursement rate determined by APRA for non-hospital and hospital based facilities as follows in the rate chart (Section C.V.A., Payment to Provider).

3. To be paid according to the Voucher Funding Procedure, established by APRA, as set forth:

   (a) The services to be provided by the Provider to the client will be pre-authorized by APRA in a Voucher;

   (b) A copy of the Voucher will be provided by APRA to the Provider before the provision of services;

   (c) Following the provision of services by the Provider to the client, the Provider will send an invoice to APRA on a HCFA 1500 form;

   (d) APRA will pay the provider after matching the invoice to the Voucher;

   (e) APRA reserves the right to include other services not itemized in section V.A. (below), which will be paid at the current fee-for-service Medicaid rate;

   (f) APRA will establish a co-payment that the client must pay directly to the Provider based on income and family size;

   (g) The difference between the billed rate as specified on the rate schedule and the client's co-payment liability will be paid to the Provider by APRA;

   (h) To maintain all records relevant to this Agreement at provider's own expense, for a period of five (5) years or until any audits in progress are completed, whichever is longer. Such records shall include, but not be limited to, all physical records originating or

prepared pursuant to performance under this Agreement, including but not limited to: financial records, medical records, charts and other documents pertaining to costs, payments received and made, and services provided to DTCP clients;

(i) To provide full access to these records to authorized DOH personnel or any duly authorized representatives for audit purposes;

(j) In addition to the obligations set forth in Paragraph 10 (Indemnification) of the Standard Contract Provisions, to hold harmless the District of Columbia Government, DOH, APRA, and DTCP clients against any loss, damage, expense and liability of any kind arising out of any action of the Provider or sub-Provider entities in the performance of this Agreement;

(k) To complete and sign a "Letter of Intent for Participation" for each facility or program to participate in the DTCP and to submit current information required under Section II of this document, below (entitled "Required Information"), with the understanding that the "Letter of Intent for Participation" and all required information becomes a part of this Agreement and that failure to keep the information current constitutes a breach of the Agreement;

(l) To comply with all applicable federal and District laws and regulations, and any applicable amendments thereto, including but not limited to:

1. The Choice in Drug Treatment Act of 2000, effective July 18, 2000 (D.C. Law 13-146; D.C. Official Code § 7-3001 *et seq*.) ("The Choice in Drug Treatment Act");

2. Chapter 23 of Title 29 of the District of Columbia Municipal Regulations ("DCMR")

3. Title VI of the Civil Rights Act of 1964, approved July 2, 1964 (78 Stat. 252; 42 U.S.C. § 2000d, *et seq*.);

4. Section 504 of the Rehabilitation Act of 1973, approved September 26, 1973 (87 Stat. 394; 29 U.S.C. § 794);

5. 42 CFR Parts 2, 80, 84 and 90;

6. The Americans with Disabilities Act of 1990, approved July 26, 1990 (104 Stat. 328; 42 U.S.C. § 12101, *et seq*.); and,

7. The Health Insurance Portability and Accountability Act of 1996, approved August 21, 1996 (110 Stat. 1936; 42 U.S.C. § 201, *et seq.*) (HIPAA); and

(m) To agree that any breach or violation of any one of the above provisions shall make this entire Agreement, at the option of DOH, subject to immediate termination for default or imposition of enforcement remedies in conformance with federal and District laws and regulations.

II. REQUIRED DOCUMENTATION FOR VENDOR CERTIFICATION

A. The Provider is required to submit the following to APRA pursuant to the instructions in the "Drug Treatment Choice Program: Provider Agreement Manual":

1. A copy of the Chapter 23 certification from APRA or a letter from the Director of DOH exempting the Provider from this requirement, pursuant to 29 DCMR § 2304;

2. A copy of the Chapter 22 approval letter from DOH/Medical Assistance Administration ("MAA");

3. A completed and signed "Letter of Intent for Participation." The Director may consider and accept the electronic submission of these materials when electronic submission systems are developed and available;

4. Current copies of licenses and certifications;

5. A description of the current certification status of each program offered under Chapter 23. Providers that have submitted to the Director a "Letter of Intent for Participation" as referenced in Section C.II.A.3 above, but that have not yet received certification, may be eligible for participation in the DTCP on a provisional basis;

6. Documentation deemed appropriate by APRA to support the Provider's success in the treatment modality/level of care indicated in the "Letter of Intent for Participation" as referenced in Section C.II.A.3 above;

7. Documentation of the Provider's financial resources and sources of future revenues adequate to support operations;

8. Documentation to support the Provider's ability to ensure client health, safety, and welfare; and,

9. The submission of any other documentation deemed necessary by DOH for the approval process as a DTCP provider.

B. The Provider must designate and provide SA services according to the following levels of care:

1. Level III (Sub-Acute Non-Hospital Medically Monitored Detoxification, Non-Hospital Residential Treatment Programs, Day Treatment/Partial Hospitalization Programs);

2. Level II (Intensive Outpatient); and,

3. Level I (Basic Outpatient).

C. The Provider must, at a minimum, be capable of providing Level I treatment services if it is a provider of outpatient treatment services.

III. ADDITIONAL PROVIDER RESPONSIBILITIES

A. The Provider shall ensure client health, safety, and welfare by complying with the following criteria:

1. Maintain an organized system of record keeping ensuring confidentiality of client information;

2. Retain adequate staff and space to ensure client treatment needs;

3. Provide evidence of clinical care based on a comprehensive needs assessment, an identified problem list, and a master treatment or rehabilitation plan with periodic updates, and regular progress notes in the client's record;

4. Obtain a Certificate of Occupancy from the District of Columbia Department of Consumer and Regulatory Affairs ("DCRA") for use as a substance abuse treatment facility;

5. Continuously comply with District and federal laws and regulations regarding all certificates, licenses, approvals, and accreditations required as a condition of operation including, but not limited to: Chapter 23 certification, Certificate of Need, and, for opioid treatment providers, SAMHSA certification;

6. Conduct Federal Bureau of Investigation criminal background checks to ensure that staff have not been convicted of fraud, financial misconduct, physical or sexual abuse, child abuse/neglect, a felony involving crimes against a person or improper clinical practices. The background check documentation submitted must include a final disposition for any charge made against a staff member or prospective staff member;

7. Allow authorized representatives of DOH to enter and inspect any facility during reasonable hours or review any records necessary to determine compliance with these requirements; and

8. Not have serious violations or repeat violations of client rights pursuant to 29 DCMR § 2329.

B. Before the Provider initiates a substantial change in the scope of its services by adding or eliminating programs, it shall re-apply for consideration under this Agreement and shall not eliminate or add a service until the Director of DOH certifies the change.

C. If the Provider is authorized to conduct intake screening and assessment, it shall use standardized intake screening and assessment forms and standardized procedures, approved by the Director of DOH, for intake screening and assessment and client placement.

D. The Provider agrees that APRA will determine a person's clinical eligibility for participation in the DTCP after intake screening and assessment.

E. The Provider agrees that APRA will determine a person's financial eligibility for participation in the DTCP after financial assessment. Any person seeking substance abuse treatment shall participate in an eligibility determination process and shall meet specific eligibility requirements, as established by APRA, before qualifying to participate in the DTCP.

F. The Provider shall not provide services or treatment under this Agreement unless the Provider is in receipt of a Voucher from APRA.

G. The Provider shall submit an invoice to APRA no later than the 5th day of the month following the month in which the services were provided. Invoices submitted more than forty five (45) days late will be rejected.

H. The Provider shall collect from the client the co-payment amount due for any services or treatment rendered.

I. Written fee collection policies and procedures shall be adequate to maximize revenues from consumers and responsible third-party payers.

J. The Provider must be equipped to provide, at a minimum, services pursuant to the following Core Elements:

1. Screening and Assessment - the administration by qualified clinical staff of an assessment instrument to determine the level of care required by a client, to assess the client's treatment progress and need for ongoing services, and to determine the need for a change in level of care. An appropriate, evidence-based assessment tool must be administered to all new clients within ten (10) days of admission to the treatment program. The Global Assessment of Individual Need (GAIN) assessment instrument must be used to perform all assessments and screenings on adolescent clients.

2. Counseling and Therapy - a well structured, professionally supervised and delivered regimen of evidenced-based individual, group and family counseling services. Providers must use state of the art, evidenced-based counseling and therapeutic modalities that are based on current research.

3. Infectious Disease - provide information, education and prevention for infectious diseases, including, but not limited to HIV/AIDS, sexually transmitted diseases, Hepatitis B and C, and Tuberculosis. If the program cannot provide the information directly it must enter into a formal agreement with a qualified agency that can provide prevention education and easily accessible, confidential HIV/AIDS counseling and testing for its clients.

4. Co-Occurring Disorder Capable - the Provider will have the capability to routinely accept and provide substance abuse treatment for clients with a mental health diagnosis where substance abuse is the primary presenting problem and the symptoms and functional impairment attributed to the mental illness do not interfere with the substance abuse treatment. The Provider must develop policies and procedures around treatment planning for clients with co-occurring disorders.

5. Case Management - assistance provided to address the specific needs of each individual client that covers all major areas of concern identified in the assessment process and treatment plan and connecting the client to appropriate services outside of the Provider's scope.

6. Urinalysis - a closely monitored system for conducting urine testing on a random basis. The test must screen for: opiates, amphetamines, cocaine, marijuana, methadone, PCP, and barbiturates and must be conducted by a Clinical Laboratory Improvement Amendments (CLIA)-certified laboratory.

7. Family Sessions - regularly scheduled educational and counseling sessions with family members and significant others as identified by the client.

8. Cultural and Gender Competence - all of the above Core Elements must be delivered in a culturally-competent and gender-competent setting and manner.

9. Progressive Treatment - The Provider shall design a program of progressive treatment wherein clients can progress through the different phases of treatment at their own pace.

10. Hearing Impaired Clients - The Provider shall have access to American Sign Language Interpreter services for hearing impaired clients.

K. In order to track program efficacy, the Provider must collect, analyze, and submit to DOH data each quarter in the manner that is prescribed by APRA in the Provider Agreement Manual. These indicators will determine the ongoing participation for the Provider in the DTCP. APRA retains the right to ask for additional data in the format prescribed by APRA to include, but not limited to, utilization of service data.

L. Criminal Justice Involvement - The Provider will maintain a record of any client's involvement with the criminal justice system during their treatment with that Provider. The number of clients who were involved in the criminal justice system during treatment divided by the total number of clients in the program is the rate of criminal justice involvement for that program's client population. In addition, the Provider shall provide information regarding clients' treatment to the District of Columbia Pretrial Services Agency and the Court Services and Offender Supervision Agency for the District of Columbia when appropriate and provided the client has signed all necessary waivers of confidentiality protections.

M. Information Technology - This Agreement covers the duties and responsibilities of the Provider in accessing and using the APRA Client Information System ("ACIS"). The Provider will have computer hardware, software, and network capability compatible with ACIS. The Provider will access and utilize the ACIS system to process and manage APRA contracted clients only. Clients not assigned/referred to the Provider from APRA will not be entered into and/or managed in the ACIS system. The Provider's technology system will be used to transmit required data and information to APRA. APRA will use the data to determine appropriateness of admissions, measure outcomes, and determine compliance with other requirements set forth by APRA. The Provider will maintain a quality record system, compatible to APRA's data requirements. Providers seeking certification to provide contracted services to APRA clients are required to utilize the ACIS system to manage the APRA contracted clients throughout the duration of services and care.

N. Research Standards - All related activities that involve human subjects shall comply with "Protection and Human Subjects," 45 CFR, Part 46, and "Confidentiality of Alcohol and Drug Abuse Client Records," 42 CFR, Part 2.

O. Pursuant to 29 DCMR § 2327.3, the Provider shall maintain and implement a written plan for staff development. This plan must be submitted to APRA's Training Division no later than ninety (90) days after the effective date of this Agreement. The Provider must provide documentation to APRA's Training Division no later than one year following the effective date of this Agreement outlining its adherence to the training plan.

P. Within six (6) months of the effective date of the first task order issued, the Provider shall utilize a nationally-recognized, widely

used evidence-based practice to promote a treatment program offered by the Provider. The Provider shall notify, in writing, APRA's Senior Deputy Director of the evidence-based practice utilized by the Provider. In addition, the Provider shall collect and report data to APRA on a bi-annual basis demonstrating outcomes of the evidence-based practice.

Q. The Provider shall not discriminate against any client based on the client's participation in a medication-assisted therapy program.

R. The Provider shall provide an assessment for Access to Recovery (ATR) services provided through the APRA ATR Program. The assessment shall be administered using a standardized ATR assessment form for all clients. If the Provider is not capable of offering the assessment, the Provider is responsible for requesting that the client is assessed by APRA ATR Program staff.

S. Pursuant to 29 DCMR § 2344.1(b), the Provider shall ensure that case management staff coordinate mental health treatment for clients presenting with mental health problems. This shall include treatment on site, if the Provider is a mental health provider, or coordination of treatment off site.

T. Pursuant to 29 DCMR § 2329, the Provider shall develop a written grievance procedure that permits clients to report any violation of their rights. The Provider shall submit the grievance procedure to APRA's Office of Certification and Regulation no later than 90 days following the effective date of this Agreement.

IV. SUB-PROVIDER AGREEMENTS

A. If the Provider elects to supply service(s) under this Agreement through another entity (a Sub-Provider), the following conditions apply:

1. The certified Provider must be the primary provider for at least 85% of the services;

2. The Sub-Provider must be certified under Chapter 23;

3. Prior written notice of intent to use a Sub-Provider must be provided to the Department. A written description of the sub-contracted services, including a copy of the contract with the Sub-Provider, shall be provided.

4. The Provider shall be legally responsible for all activities of the Sub-Provider while the Sub-Provider is providing services to Provider's client(s) and the Provider shall require the Sub-Provider to conform to the provisions of this Agreement.

5. The District will not be liable for payments to the Sub-Provider. Each contract between the Provider and any Sub-Provider shall contain a provision declaring that the Provider is solely responsible to the Sub-Provider for payment of covered services rendered.

B. The Provider shall maintain and at the discretion of the Department furnish:

1. Information relating to the ownership of the Sub-Provider entity and the entity's ability to carry out the proposed obligations;

2. Certification that the Sub-Provider entities comply with all applicable provisions of District law and regulations pertaining to Chapter 23, including confidentiality of information (See Section XII).

3. Documents and certification that Sub-Provider entities comply with all federal and District laws and regulations applicable to the service or activity covered by the contract between the Provider and the Sub-Provider, for all services that are also covered by this agreement. The type of assurances required shall be determined by the COTR based on the services covered in the contract between the Provider and the Sub-Provider.

4. Procedures to be followed by the Provider in monitoring or coordinating the Sub-Provider entity's activities and such other provisions as the Department or the federal government may require.

V. PAYMENT TO PROVIDER

A. The Department shall pay the Provider based on established rates and service units provided to each client, in accordance with listed exceptions, limitations and APRA authorizations, for each Healthcare Common Procedural Coding System (HCPCS) code listed in the following schedule. Only a laboratory certified to be in compliance with the Centers for Medicaid and Medicare

Services (CMS) Clinical Laboratory Improvement Amendments of 1988 (CLIA), and under separate contract with APRA, shall be authorized to bill APRA for urinalysis services.

(1) Description of Service / Procedure Code	(2) HCPCS CODE	(3) One Billable Service Unit Equals	(4) Location or Setting	(5) Rate per Service Unit		(6) Required Exceptions and Limitations - per Procedure, per Client Authorizations required from APRA
				a. Non-Hospital-Based Setting	b. Hospital-Based Setting	
Screening to determine eligibility for admission to treatment program	H0002	15 minutes	Level I Basic Outpatient Level II Intensive Outpatient Level III Day Treatment, Non-Hospital Detoxification, Non-Hospital Residential (prior to admission only)	$13.75	$15.00	Two unit limit per screening.
Assessment	H0001 (Rate does not include the cost of a physical exam.)	15 minutes	Level I Basic Outpatient Level II Intensive Outpatient Level III Day Treatment, Non-Hospital Detoxification, Non-Hospital Residential (prior to admission only)	$23.76	$25.92	Maximum allowable units: a) 10 within a 6-month period for the initial assessment. b) 3 for subsequent assessments, with prior authorization.
Community-based Assessment	H0001-HF	15 minutes	Level I Basic Outpatient Level II Intensive Outpatient Level III Day Treatment, Non-Hospital Detoxification, Non-Hospital Residential (prior to admission only)	$26.14	$28.51	Six unit limit per assessment.
Alcohol and/other drug services, crisis intervention	H0007	15 minutes	Level I Basic Outpatient Level II Intensive Outpatient Level III Day Treatment	$32.60	$35.57	3 unit limit per session. Requires authorization after 3 sessions if the client is in the same level of care with the same provider.
Individual counseling by a clinician.	H0004	15 minutes	Level I Basic Outpatient Level II Intensive Outpatient	$22.88	$24.96	3 unit limit per session. Prior authorization after 10 sessions.
Group addiction counseling by a clinician (per individual).	H0005	15 minutes	Level I Basic Outpatient Level II Intensive Outpatient	$4.51	$4.92	Re-authorization every 90 days.
Community support Services	T1011-HF	15 minutes	Level I Basic Outpatient Level II Intensive Outpatient	$25.17	$27.46	Requires prior authorization from APRA.
Community-based Intervention	T1011-HA/HB	15 minutes	Level I Basic Outpatient Level II Intensive Outpatient	$29.89	$32.60	Requires prior authorization from APRA.
Case management	H0006	15 minutes	Level I Basic Outpatient Level II Intensive Outpatient Level III Day Treatment Level III Non-Hospital Detox Level III Non-Hospital Residential	$20.02	$21.84	Services shall comply with the client's established client rehabilitation plan.

(1) Description of Service / Procedure Code	(2) HCPCS CODE	(3) One Billable Service Unit Equals	(4) Location or Setting	(5) Rate per Service Unit		(6) Required Exceptions and Limitations - per Procedure, per Client Authorizations required from APRA
				a. Non-Hospital-Based Setting	b. Hospital-Based Setting	
Residential detoxification (sub-acute, inpatient)	H0010	1 day	Level III Non-Hospital Detox	$247.17 All - inclusive	$269.64 All-inclusive	Case management services may not be billed if provided the same day this service is provided. Re-authorization after 7 days.
Residential detoxification Room and Board (sub-acute, inpatient in a non-hospital setting)	RB-001-NHBD	1 day	Level III Non-Hospital Detox	$135.94		Re-authorization after 7 days
Residential detoxification Room and Board (sub-acute, inpatient in a hospital based setting)	RB-001-HBD	1 day	Level III Non-Hospital Detox	N/A	$229.19	Re-authorization after 7 days
Outpatient detoxification (ambulatory)	H0014	15 minutes	Level I Basic Outpatient Level II Intensive Outpatient	$24.53	$26.76	8 visit limit
Day treatment (at least 5 hrs/day and 4 days/week); includes counseling, crisis intervention, and activity therapies or education.	T1008	1 day	Level III Day Treatment	$115.50 All-inclusive	$126.00 All-inclusive	Re-authorization after 24 visits; maximum 32 visits.
Intensive outpatient (at least 3 hrs/day and 3 days/week); includes counseling, crisis intervention, and activity therapies or education.	H0015	1 half-day	Level II Intensive Outpatient	$74.25 All-inclusive	$81.00 All-inclusive	Re-authorization after 24 visits; maximum 32 visits.
Medication management (medical intervention in ambulatory setting: medical/somatic)	H0016	15 minutes	Level I Basic Outpatient Level II Intensive Outpatient	$31.79	$34.68	Prior authorization after 3 visits. 2 unit limit per session.
Short term residential (non-hospital residential treatment program)	H0018 (Rate does not include room and board)	1 day	Level III Non-Hospital Residential	$136.84 All-inclusive	$149.28 All-inclusive	Re-authorization after 14 days. Case management services may not be billed if provided the same day this service is provided.
Room and Board Short term residential	RB-002-NHSR	1 day	Level III Non-Hospital Residential	$75.26		Re-authorization after 14 days.

(1) Description of Service / Procedure Code	(2) HCPCS CODE	(3) One Billable Service Unit Equals	(4) Location or Setting	(5) Rate per Service Unit		(6) Required Exceptions and Limitations - per Procedure, per Client Authorizations required from APRA
				a. Non-Hospital-Based Setting	b. Hospital-Based Setting	
(non-hospital residential program in a non-hospital setting)						
Room and Board Short term residential (non-hospital residential treatment program in a hospital-based setting)	RB-002-HBSR	1 day	Level III Non-Hospital Residential		$126.46	Re-authorization after 14 days.
Long term residential (non-medical, non-acute care in residential treatment program > 30 days)	H0019 (Rate does not include room and board)	1 day	Level III Non-Hospital Residential	$132.55 All-inclusive	$144.60 All-inclusive	Re-authorization every 30 days. Case management services may not be billed if provided the same day this service is provided.
Room and Board Long term residential (non-medical, non-acute care residential treatment program in a non-hospital based setting > 30 days)	RB-003-NHLT	1 day	Level III Non-Hospital Residential	$72.90		Re-authorization every 30 days.
Room and Board Long term residential (non-medical, non-acute care residential treatment program in a hospital-based setting > 30 days)	RB-003-HBLT	1 day	Level III Non-Hospital Residential		$122.91	Re-authorization every 30 days.
Dose – in-clinic or take-home (methadone by licensed program)	H0020	1 dose	Level I Basic Outpatient Level II Intensive Outpatient	$8.58	$9.36	Limited to 1 dose per day unless there is documented clinical justification.
Intervention (planned facilitation) to assist the client in recognition of substance abuse problem and need for treatment	H0022	15 minutes	Level I Basic Outpatient Level II Intensive Outpatient	$27.17	$29.64	6 unit limit per session. 5 session limit.
Prenatal care, at-risk assessment	H1000	15 minutes	Level I Basic Outpatient Level II Intensive Outpatient	$23.76	$25.92	6 unit limit in a 12-month period
Prenatal care, at-risk enhanced service, Ante-partum Management	H1001	15 minutes	Level I Basic Outpatient Level II Intensive Outpatient	$20.02	$21.84	Re-authorization every 90 days.
Prenatal care, at-risk enhanced service, Coordination	H1002	15 minutes	Level I Basic Outpatient Level II Intensive Outpatient	$20.02	$21.84	Re-authorization every 90 days.

(1) Description of Service / Procedure Code	(2) HCPCS CODE	(3) One Billable Service Unit Equals	(4) Location or Setting	(5) Rate per Service Unit		(6) Required Exceptions and Limitations - per Procedure, per Client Authorizations required from APRA
				a. Non-Hospital-Based Setting	b. Hospital-Based Setting	
Prenatal education, at-risk enhanced service	H1003	15 minutes	Level I Basic Outpatient Level II Intensive Outpatient	$20.02	$21.84	Re-authorization every 90 days.
Prenatal home Visit, at-risk enhanced service	H1004	15 minutes	Level I Basic Outpatient Level II Intensive Outpatient	$25.19	$27.48	Re-authorization every 90 days.
Family counseling directed exclusively to address treatment plan issues of the person in treatment	T1006	15 minutes	Level I Basic Outpatient Level II Intensive Outpatient	$23.10	$25.20	Re-authorization every 90 days.
Treatment Planning	T1007	15 minutes	Level I Basic Outpatient Level II Intensive Outpatient	$22.00	$24.00	Re-authorization every 90 days.
Breathalyzer, swab test, patch test (H0003)	82075	1 Test	Level I Basic Outpatient Level II Intensive Outpatient	$8.80	$9.60	Limited to 1 test in a 30-day period unless there is documented clinical justification.
Psychotherapy, 20-30 minutes, office	90804	20-30 minutes	Level I Basic Outpatient Level II Intensive Outpatient	$23.10	$25.20	Limit one unit per session. Prior authorization after 10 units.
Psychotherapy, 45-50 minutes, office	90806	45-50 minutes	Level I Basic Outpatient Level II Intensive Outpatient	$41.58	$45.36	Limit one unit per session. Prior authorization after 10 units.
Psychotherapy, 75-80 minutes, office	90808	75-80 minutes	Level I Basic Outpatient Level II Intensive Outpatient	$60.50	$66.00	Permitted only with prior authorization.
Psychotherapy, inpatient or residential, 20-30 minutes	90816	20-30 minutes	Level III Non-Hospital Detox or Residential when delivered by a psychiatrist.	$23.10	$25.20	Limit one unit per session. Prior authorization after 10 units.
Psychotherapy, inpatient/residential, 45-50 minutes	90818	45-50 minutes	Level III Non-Hospital Detox or Residential when delivered by a psychiatrist.	$41.58	$45.36	Limit one unit per session. Prior authorization after 10 units.
Psychotherapy, inpatient or residential, 75-80 minutes	90821	75-80 minutes	Level III Non-Hospital Detox or Residential when delivered by a psychiatrist.	$60.50	$66.00	Permitted only with prior authorization.
Psychotherapy, continued medical evaluation, drug management, etc, 45-50 minutes	90844	45-50 minutes	Level I Basic Outpatient Level II Intensive Outpatient	$41.58	$45.36	Limit one unit per session. Prior authorization after 10 units.
Medical psychoanalysis	90845	60 minutes	Level I Basic Outpatient Level II Intensive Outpatient	$92.07	$100.44	Limit one unit per session. Prior authorization after 10 units.
Family psychotherapy (without the client present)	90846	1 session	Level I Basic Outpatient Level II Intensive Outpatient	$38.50	$42.00	Prior authorization after 10 sessions.
Family psychotherapy (with	90847	1 session	Level I Basic Outpatient	$33.15	$36.17	Prior authorization after 10

(1) Description of Service / Procedure Code	(2) HCPCS CODE	(3) One Billable Service Unit Equals	(4) Location or Setting	(5) Rate per Service Unit		(6) Required Exceptions and Limitations - per Procedure, per Client Authorizations required from APRA
				a. Non-Hospital-Based Setting	b. Hospital-Based Setting	
the client present)			Level II Intensive Outpatient			sessions.
Multiple-family group psychotherapy	90849	1 session	Level I Basic Outpatient Level II Intensive Outpatient	$46.20	$50.40	Prior authorization after 10 sessions.
Group psychotherapy	90853	1 session	Level I Basic Outpatient Level II Intensive Outpatient	$11.00	$12.00	Prior authorization after 10 sessions.
Interactive group psychotherapy	90857	1 session	Level I Basic Outpatient Level II Intensive Outpatient	$12.10	$13.20	Prior authorization after 10 sessions.

Adolescent Substance Abuse Treatment Expansion Project (ASTEP) Fee Schedule			
(1) HCPCS Code	(2) Procedure Code Description	(3) Procedure Limit	(4) Rate per Unit
90801 TG	In-depth assessment diagnostic treatment interview examination.	2 per 12 months. This service can be provided on the same day as H0015.	$240.00
90801	Updated assessment examination.	1 per 60 days, up to 6 per 12 months. This service can be provided on the same day as H0015.	$77.40
H0015	Intensive outpatient therapy "Alcohol and/or drug services/ intensive outpatient treatment (treatment program that operates at least 3 hours per day and at least 3 days per week, and is based on an individualized treatment plan), including assessment, counseling, crisis intervention, and activity therapies or education." (1 unit of service = minimum 3 hours/day, maximum 6 hours/day.)	Minimum 3 units per week; maximum 5 units per week. Requires prior authorization after 90 units of IOP per 120 days of treatment. Any subsequent term of IOP, at any point in time, requires prior authorization. This service can be provided on the same day as 90846. A provider may not bill for H0004, H0004 TN, H0005, or 90847 on the same day the client receives H0015.	$164.61
H0004	One-on-one counseling in an office setting: "Behavioral Health Counseling and Therapy, 15 minutes."	One unit = 15 minutes. Maximum 8 units per day.*	$20.31
H0004 TN	One-on-one counseling in a non-office setting (home based or community setting): "Behavioral Health Counseling and Therapy, 15 minutes."	One unit = 15 minutes. Maximum 8 units per day.*	$23.19
H0005	Group counseling: "Alcohol and/or Drug Services; group counseling by a clinician."	One unit = 15 minutes. Maximum 8 units per day.*	$10.45
90846	Family Therapy without Patient: "Family Psychotherapy (without patient present)."	One unit = 15 minutes. Max of 6 units per week. This service can be provided on the same day as H0015.	$16.25
90847	Family Therapy with patient: "Family Psychotherapy (conjoint psychotherapy) (with patient present)."	One unit = 15 minutes. Maximum 8 units per day.*	$16.25
H0006	Case Management.	One unit = 15 minutes. Maximum 16 units per week.	$20.02

*The maximum of 8 units per day applies to H0004, H0004 TN, H0005, and 90847 in any combination.

B. The Provider shall submit invoices for payment to the Deputy Director for Operations (or his/her designee), Addiction Prevention and Recovery Administration, 1300 First Street, NE, 3rd Floor, Washington, DC 20002.

C. The Department shall make payments to the Provider in accordance with applicable laws, within thirty (30) days after a proper payment request, on a HCFA 1500 form, is submitted and approved by APRA.

D. The Provider shall submit an invoice to APRA no later than the 5th day of the month following the month in which the services were provided. Invoices submitted more than forty five (45) days late will be rejected.

VI. THIRD-PARTY LIABILITY RECOVERY

A. The Provider shall utilize and shall require its Sub-Provider(s) to utilize, when available, substance abuse services covered by 3rd party insurers or payments from other public or private sources, including Medicaid and/or Medicare.

B. The Department shall notify the Provider of any reported third-party payment sources.

C. The Provider shall verify third-party payment sources directly, when appropriate.

D. Each third-party collection by a Sub-Provider for a DTCP client shall be reported by the Provider on a written form specified by APRA in the DTCP Provider Agreement Manual, to the Deputy Director for Operations (or his/her designee), Addiction Prevention and Recovery Administration, 1300 First Street, NE, 3rd Floor, Washington, DC 20002 and all recovered monies shall be returned to the Department immediately upon recovery.

VII. TERMINATION OF THE AGREEMENT AND SANCTIONS AGAINST THE PROVIDER

A. This Agreement may be terminated as specified in this Section of this Agreement (C.VII) or as specified in the incorporated Standard Contract Provisions (SCP) (Attachment A). In the event of any inconsistency between the termination provisions set forth in

Section C.VII and those set forth in the SCP, the provisions of Section C.VII shall take precedence.

B. The Department may impose sanctions against the Provider in addition to termination of this Agreement. See also sections VII.E. and G. below.

C. The following provisions shall be applicable to all types of terminations whether under Section C.VII or the SCP:

1. The termination of the Agreement shall not discharge the responsibilities of either party with respect to services or items furnished prior to termination, including retention of records and verification of overpayment or underpayment.

2. Upon termination, the Provider shall submit to the Department all outstanding invoices for allowable services rendered prior to the date of termination in the form prescribed by the Department. The Department shall pay invoices submitted not later than thirty (30) days following the termination date.

3. The Provider shall submit to the Department all financial performance and other reports required as a condition of this Agreement, pursuant to Chapter 23 or any other applicable law or regulation, within ninety (90) days of the termination date.

4. The Provider shall be responsible for providing written notice to clients thirty (30) days prior to the effective date of the termination in the form prescribed by the Department and shall be responsible for notifying the Department of those clients who need continued treatment.

5. The Department may, at its sole discretion, offer to re-negotiate any provision of this Agreement if such re-negotiation would mitigate or eliminate any of the causes of termination specified.

D. Termination for Any Reason:

1. The Department or the Provider may terminate this Agreement, in whole or in part, for any reason by giving written notice at least ninety (90) days before such termination to the other party of its intent to terminate the Agreement.

2. In the event either the Department or the Provider decide to terminate this Agreement, in whole or in part, neither Party shall have a contractual obligation to the other for services provided or to be provided after the date of termination for any reason.

E. Termination for Cause:

1. The Department may terminate for cause this Agreement, with or without additional sanctions, by giving written notice of at least thirty (30) days to the Provider if the Department determines that the Provider has:

a. Failed to comply with any applicable federal or District laws, rules, or regulations, including but not limited to those set forth in Section C.I.A.3 (l) of this Agreement;

b. Performed a type of treatment or rehabilitation service for which it has not been certified;

c. Intentionally billed or accepted payment for services not provided;

d. Intentionally billed or accepted payment for services that have also been billed to APRA outside this Provider Agreement or billed Medicaid or any third party payer;

e. Billed or collected from a client more than the stated co-payment;

f. Misrepresented the qualifications of any individual providing services in support of or related to this Agreement;

g. Intentionally billed for a different quantity or quality of medications than actually provided;

h. Provided a type of treatment for which the client has not given informed consent;

i. Defaulted on its contractual obligations; or,

j. Intentionally billed or accepted payment from the client in excess of the client co-payment liability established by APRA.

2. The notice required by section C.VII.E.1 of this Agreement shall include:

a. Identification of the sanctions as prescribed by APRA in the Provider Agreement Manual to be applied;

b. The basis for the Department's determination that the sanction should be taken;

c. The effective date of the sanction; and,

d. The timeframe and procedure for the Provider to appeal the Department's final determination to (1) the District of Columbia Court of Appeals in a contested case in accordance with section 10 of the District of Columbia Administrative Procedures Act, as amended, effective October 21, 1968, 82 Stat. 1208, Pub. L. 90-614 or (2) the District of Columbia Office of Administrative Hearings in a case that is not a contested case in accordance with section 6 of the Office of Administrative Hearings Establishment Act, effective March 6, 2002 (D.C. Law 14-76; D.C. Official Code § 2-1831.02).

F. The Department may immediately terminate this Agreement without prior written notice to the Provider if:

1. District funds are unavailable for the continuation of the Agreement;

2. The Department is notified by the appropriate District agency, or other appropriate licensing or certifying bodies, that the licenses and/or certifications under which the Provider operates have been revoked, have expired, or are not expected to be renewed; or,

3. Any of the owners, officers, managers or other persons with substantial contractual relationships working for or affiliated with the Provider have been convicted of certain crimes or received certain sanctions as specified in Section 1128 of the Social Security Act.

G. Sanctions in addition to termination:

1. In addition to the termination rights and sanctions specified above, the Department may withhold all or part of the Provider's payments if the Provider has taken any of the actions described in Section C.VII.E.1 of this Agreement**.**

2. Sanctions imposed by the Department against a Provider shall be triggered by a determination of non-compliance that may include, but not be limited to items specified in Section 2367 of Chapter 23.

3. The Department reserves the right to impose sanctions against the Provider, consistent with District law, if the Provider defaults on its obligations under this agreement.

VIII. RESPONSIBILITY OF PROVIDER UPON TERMINATION

A. Upon termination of this Agreement as specified in Sections VII.D and E, the Provider shall:

1. Notify all clients in writing of the impending closing and the plans for continued care;

2. Maintain the billing records for all clients for three years;

3. Transfer all medical records for clients served to the Privacy Officer, Addiction Prevention and Recovery Administration, 1300 First Street NE, 2nd Floor, Washington, DC 20002; and

4. Cooperate in the transfer and transition of clients to other facilities for continued care.

IX. ASSIGNMENT OF AGREEMENT

The rights, benefits, and duties included under this Agreement shall not be assignable by the Provider.

X. FUNDING

A. The District is not committed to purchase any quantity, amount, or duration of a particular service or treatment covered under this

agreement from the provider. The District shall be obligated only to the extent an authorized Voucher has been issued.

B. All payments for treatment under this agreement are subject to the availability of funds in the Addiction Recovery Fund established pursuant to section 5 of the Choice in Drug Treatment Act of 2000, effective July 18, 2000 (D.C. Law 13-146; D.C. Official Code § 7-3004). Funding is available to all DTCP providers, including the Provider signing this DTCP Provider Agreement, on a first-billed, first-paid basis until the balance of the Addiction Recovery Fund is fully expended or the funding is no longer legally available. Provider reimbursement limits shall be the amount on the approved purchase order, which may be periodically increased or decreased by APRA based on high or low client demand, and funding availability.

C. Under the provisions set forth in the Choice in Drug Treatment Act of 2000, effective July 18, 2000 (D.C. Law 13-146; D.C. Official Code § 7-3001 *et seq*.) ("the Choice in Drug Treatment Act"), the Addiction Recovery Fund is the only source for the payment of substance abuse treatment services.

D. Nothing in this Agreement shall be construed to create an entitlement to substance abuse treatment during any fiscal year.

E. The ability of any person to participate in the DTCP is dependent on whether funds remain available to the District government under an appropriation that has been enacted for the specific purpose of funding substance abuse treatment services from the Addiction Recovery Fund.

XI. CONFIDENTIALITY OF INFORMATION

A. All client information, records and data collected and maintained by the Provider or its Sub-Provider entity relating to DTCP participants shall be protected by the Provider from unauthorized disclosure.

B. All information furnished to APRA pursuant to this Provider agreement shall remain confidential and may be disclosed only to medical personnel for purposes of diagnosis and treatment.

C. Except as otherwise provided in federal or District laws or regulations, use or disclosure of information concerning clients

shall be restricted to purposes directly related to the administration of the DTCP

D. "Purposes directly related" to the DTCP include:

1. Establishing eligibility;

2. Providing services; and,

3. Conducting or assisting in an investigation, prosecution, or civil or criminal proceeding related to the administration of the DTCP.

E. The type of information to be safeguarded shall include all information listed in 42 CFR § 431.305.

F. The Provider must comply with all applicable HIPAA requirements.

G. All information concerning a client furnished to APRA pursuant to this Provider Agreement shall remain confidential and disclosed by APRA only to medical personnel for the purposes of diagnosis and treatment as required by D.C. Official Code § 7-3006.

H. HIPAA Privacy Rules permit APRA to allow a Provider to create or receive protected health information on its behalf, if there is a satisfactory, documented assurance that the Provider will appropriately safeguard the information. To ensure compliance with this regulation, the Provider must sign and comply with HIPAA Form 22 "Business Associate Agreement - Special Contract Requirements," which shall be incorporated by reference into this Agreement as if stated fully herein. (Reference 45 CFR §164.502 and 164.504 and DC Department of Health HIPAA Form 22.)

XII. DISTRICT OF COLUMBIA STANDARD CONTRACT PROVISIONS

A. The District of Columbia Standard Contract Provisions for Use With District of Columbia Government Supplies and Services Contracts, dated March 2007 (Attachment A) ("Standard Contract Provisions"), and all subsequent versions of that document, shall be incorporated by reference into this Agreement as binding provisions.

B. For purposes of this Agreement, the following terms as used in the Standard Contract Provisions shall have the meanings ascribed herein:

1. The term "Contractor" shall be understood to mean the Provider;

2. The term "contract" shall be understood to mean this Agreement;

3. The term "subcontractor" shall be understood to mean any Sub-Provider entity; and,

4. The term "Contracting Officer" shall be understood to mean the Director of the District of Columbia Department of Health.

XIII. DRUG TREATMENT CHOICE PROGRAM: PROVIDER AGREEMENT MANUAL

The "Drug Treatment Choice Program: Provider Agreement Manual," and all subsequent versions beginning with the October 2008 version, shall be incorporated by reference into this Agreement as if stated fully herein.

XIV. ORDER OF PRECEDENCE

Any inconsistency or conflict in language shall be resolved by giving precedence in the following order:

A. Section B - Requirements and Clauses;

B. Section C - Scope of Work and Specific Terms;

C. Section A - Human Care Provider Agreement Award;

D. Attachment A - District of Columbia Standard Contract Provision for use with District of Columbia Government Supplies and Services Contracts dated March 2007; and,

E. Drug Treatment Choice Program: Provider Agreement Manual and all subsequent versions beginning with the November 2005 Draft.

XV. ADMINISTRATION OF THE PROVIDER AGREEMENT

A. The Director of the Department of Health is the only District official authorized to sign this Agreement, and all documents relating to this Agreement, including Vouchers issued under this Agreement. All correspondence shall be forwarded to:

Pierre N.D. Vigilance, M.D., MPH
Director
District of Columbia Department of Health
825 North Capitol Street, N.E.
Suite 4400
Washington, D.C. 20002

Telephone Number: (202) 442-5955
Fax Number: (202) 442-4795

B. The representative of the Director is responsible for the general administration of this Agreement and for advising the Director as to the compliance or noncompliance of the Provider with this Agreement. In addition, the representative shall be responsible for the day-to-day monitoring and supervision of this Agreement. The representative is not authorized or empowered to make amendments, changes, or revisions to this Agreement including Vouchers issued under this Agreement. The Director's representative shall be:

Tori Fernandez Whitney
Senior Deputy Director
Addiction Prevention and Recovery Administration
District of Columbia Department of Health
1300 First Street, N.E.
Third Floor
Washington, D.C. 20002

Telephone Number: (202) 727-8857
Fax Number: (202) 727-0092

C. Change in name, location, and contact information for the staff designated to perform the roles specified in XV. A. and B. shall be provided by letter to the Provider.

XVI. HUMAN CARE AGREEMENT

A. This Provider Agreement is a Human Care Agreement pursuant to the Procurement Practices Human Care Agreement Act of 2000, effective September 16, 2000 (D.C. Law 13-155; D.C. Official Code § 2-303.06a).

B. The Director of the Department of Health is authorized to enter into this Human Care Provider Agreement pursuant to section 5042 of the Fiscal Year 2006 Budget Support Act of 2005, effective October 20, 2005 (D.C. Law 16-33; D.C. Official Code § 7-3005.01).

XVII. EFFECTIVE DATE AND TERM OF THE AGREEMENT

A. The effective date of this Agreement shall be the date that it was signed by the Director of the Department of Health.

B. The term of this Agreement shall be five (5) years from the date signed by the Director of the Department of Health. (See SECTION A for signature and date of award.)

XVIII. CANCELLATION OF PRIOR AGREEMENTS

The Provider and DOH expressly agree that any prior Human Care Provider Agreement(s) previously executed by Provider and DOH pursuant to Section 5042 of the Fiscal Year 2006 Budget Support Act of 2005, shall terminate as voided, cancelled and nullified as of the date of execution of this Human Care Provider Agreement by the Provider and the Contracting Officer specified on page 1.

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