



**DEPARTMENT OF HEALTH
ADDICTION PREVENTION AND RECOVERY ADMINISTRATION (APRA)
DRUG TREATMENT CHOICE PROGRAM (DTCP)
ACCESS TO RECOVERY PROGRAM (ATR)**

SECTION A. HUMAN CARE PROVIDER AGREEMENT (HCPA) AWARD		
HCPA TITLE: Access To Recovery Program (ATR) Services [INSERT SPECIFIC TYPE OF SERVICES AUTHORIZED]		HCPA #: APHC-2008-A-xxx 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
Corporate Name of the Group, Institute, Medical Facility, Firm or Government; Address, and Telephone Number:		
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's Principal Corporate Officer or Chief Executive Officer Name & Title:	Provider's Principal Corporate Officer or Chief Executive Officer Signature:	Date:
Provider's Chief Medical Officer Name & Title:	Provider's 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 Acting Director	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, and Section 5001 of the Choice in Drug Treatment Act of 2008, 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 Recovery Support Services (“the Provider”) for the purchase of human care services, within the Access to Recovery Program (“ATR”), to be effective on the date this Agreement is signed by the Director of the Department of Health (DOH), 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 of Health to provide recovery support services, a Provider must:

- A. Ensure that clients admitted are persons in need of recovery support 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”) as amended; and referred for care by a Chapter 23 certified provider or the Assessment and Referral Center (ARC) of the Addiction Prevention and Recovery Administration (APRA).
- B. Be certified under Chapter 23, or have filed a Chapter 23 application with DOH to provide recovery support services to persons eligible under the Choice in Drug Treatment Act, Access to Recovery Program and said application is incorporated by reference into this Agreement and made a part hereof the same as if it were written herein.
- C. Not have an active Task Order against a Human Care Agreement (HCA) or contract 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 or contract executed by OCP as part of a no-cost settlement prior to the date that 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 of Title 29 of the District of Columbia Municipal Regulations (“DCMR”) (hereinafter



- referred to as “Chapter 23”), to provide recovery support services under the District of Columbia Drug Treatment Choice Program (“DTCP”) as amended.
- 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.
 - C. Pursuant to § 4a of D.C. Law 13-146; D.C. Official Code § 7-3001 *et seq.*, the Addiction Prevention and Recovery Administration (“APRA”) is the agency responsible for administering the Access to Recovery Program in the District of Columbia. Therefore, APRA is authorized to take all necessary steps for the proper and efficient administration of the ATR Program.

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SECTION C: SCOPE OF WORK AND SPECIFIC TERMS

I. SCOPE OF WORK

- A. The Provider agrees:
1. To provide to ATR clients, who have been referred via a written voucher, appropriate and certified supportive 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 supportive services 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, and shall only be for those services the vendor is certified to provide as specified on its Chapter 23 certificate and have been identified as necessary by the APRA-authorized clinical provider that issued the 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 1550 form;
 - (d) APRA will pay the provider after matching the invoice to the Voucher;
 - (e) To maintain all records relevant to this Agreement at provider's own expense, for a period of seven (7) 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 Access to Recovery (ATR) clients;
 - (f) To provide full access to these records to authorized DOH personnel or any duly authorized representatives for audit purposes;



- (g) 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 ATRP 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;
- (h) 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”) as amended.
 - 2. Chapter 23 of Title 29 of the District of Columbia Municipal Regulations (“DCMR”) as amended.
 - 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 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).
- (i) 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 “ATR Program: Provider Agreement Manual”
 - 1. A copy of the Chapter 23 certification from APRA.
 - 2. Current copies of applicable licenses and certifications.
 - 3. A description of the recovery support services offered by the Chapter 23 certified ATR program covered by this HCPA.
 - 4. Documentation of the Provider’s financial resources and sources of future revenues adequate to support operations;
 - 5. Documentation to support the Provider’s ability to ensure client health, safety, and welfare; and,
 - 6. The submission of any other documentation deemed necessary by DOH for the approval process as an ATR services provider.
- B. If the Provider seeks to provide Level II Intensive Outpatient substance abuse services to clients addicted to methamphetamines, the provider shall be certified under Chapter 23 to provide Level II Substance Abuse Intensive Outpatient Treatment (IOP) Services.
- C. The Provider must, at a minimum, be capable of providing Level I (Basic Outpatient) 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 if providing SA services specified in II B.;

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 regarding all certificates, licenses, approvals, and accreditations required as a condition of operation including, but not limited to Chapter 23 certification and Certificate of Need, as applicable
 6. Conduct criminal background checks to ensure that staff have not been convicted of fraud, financial misconduct, physical or sexual abuse, or improper clinical practices;
 7. Allow the Director of DOH or designee 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 or designee 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 eligibility for participation in the ATR Program after intake screening and assessment; and shall authorize the delivery of any newly identified RSS services as necessary, at any time throughout a client’s course of recovery service provision, prior to receipt of any reimbursable RSS service.
- E. The Provider shall not provide services under this Agreement unless the Provider is in actual receipt of a Voucher from APRA.
- F. The Provider shall submit an invoice to APRA as soon as practical following provision of services or treatment pursuant to the Voucher.



- G. A substance abuse treatment facility or program shall provide or arrange for access to services free from all barriers. Specifically:
1. The program shall provide equal opportunity to qualified handicapped individuals; and,
 2. No barriers (architectural, communication, procedural and the like) to the delivery of services shall exist.
- H. The Provider must be equipped to provide, at a minimum, services pursuant to the following Core Elements, if authorized to provide and bill for methamphetamine clinical services:
1. Screening and Assessment - ready access to professional clinical staff that assists clients in connecting for appropriate service needs outside the Provider's scope. An APRA-approved instrument will be used to determine the level of care required by a client and will be used to assess the client's treatment progress and need for ongoing services, as well as for determination of a needed change in level of care. The instrument must be administered to all clients within one week of admission to a program. This instrument will serve as the standard psychosocial assessment throughout the provider treatment system. Within sixty (60) days upon execution of this Agreement all clinical staff must be certified to administer the instrument.
 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, such as HIV/AIDS, Sexually Transmitted Diseases, Hepatitis B and C, Tuberculosis, etc. 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 who present where alcohol/substance abuse is the primary presenting problem and the symptoms and functional impairment relayed 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.
 6. Urinalysis - a closely monitored system for conducting urine testing on a random basis. Testing must include the following: opiates, amphetamines, cocaine, marijuana, methadone, PCP, and barbiturates and must be conducted by a Clinical Laboratory Improvement Amendments (CLIA)-certified laboratory under contract with APRA, as specified by the COTR.
 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. APRA approves as the recognized instrument the Global Assessment of Individual Need (GAIN) be used to determine movement through the phases of treatment and for intake and assessment.
 10. Hearing Impaired Clients - The Provider shall have access to American Sign Language Interpreter services for clients who are hearing impaired.
- I. In order to track program efficacy the Provider must collect, analyze and submit to APRA for reporting to the U.S. Department of Health and Human Services (DHHS), Substance Abuse and Mental Health Services Administration (SAMHSA), performance data prescribed by the Government Performance and Reporting Act of 1993 (GPRA). Providers shall submit data for the program as a whole, as well as for the relevant methamphetamine-related components of the program (e.g., the total number of people served and the number of people receiving methamphetamine-related services; the total number of vouchers issued and the number of vouchers issued for methamphetamine-related services).
1. GPRA data must be collected in a face-to-face interview at baseline (i.e., the client's entry into the project), six months post baseline and at discharge (or exit from DC-CORE services).



2. Providers shall submit voucher and transaction data via the tool provided by APRA.
 3. Providers are required to obtain a minimum 80% six-month follow-up rate.
 4. GPRA data shall be entered into the GPRA Data Entry and Reporting System (www.samhsa-gpra.samhsa.gov) within 7 business days of the interview forms (intake and discharge) or transaction forms being completed.
 5. Providers shall take action necessary to ensure data are valid, reliable, and submitted in a timely manner.
 6. Data reporting shall commence upon admission of the first client.
- J. 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.

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 for requiring the Sub-Provider to conform to the provisions of this Agreement.
 5. The District will not be liable for payments to the subcontractor. Each contract between the Provider and any Sub-Provider shall contain a provision declaring that the Provider is solely responsible



to the Sub-Provider entity for payment of covered services rendered.

- B. The Provider shall maintain and at the discretion of the Department:
1. Furnish information relating to the ownership of the sub-Provider entity and the entity’s ability to carry out the proposed obligations;
 2. Furnish 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 XI).
 3. Furnish 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. Furnish 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 reasonably 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 billing code listed in the following schedule.

Recovery Support Services				
(1) Recovery Support Service (RSS) Type and Description	(2) Billing Code	(3) One Billable Service Unit Equals	(4) Rate per Service Unit	(5) Required Exceptions and Limitations - per RSS, per Client Authorizations may be required from APRA
Recovery Support Evaluation (Evaluation and documentation of client’s individual recovery)	2010	One Evaluation Session	\$25.00	One evaluation per admittance.



Recovery Support Services				
(1) Recovery Support Service (RSS) Type and Description	(2) Billing Code	(3) One Billable Service Unit Equals	(4) Rate per Service Unit	(5) Required Exceptions and Limitations - per RSS, per Client Authorizations may be required from APRA
support service needs.)				
Care Coordination (Facilitating access to service network and other available community resources to sustain recovery.)	3040	15 min.	\$8.00	Maximum billable units per session = 3 (45 mins/\$24) Maximum billable units per client per year = Unlimited
Spiritual Support Group (Universal, non-denominational, spiritually-based recovery support in a group setting.)	5050	1 hour	\$10.00 per person, per group	<u>Frequency Limitation:</u> Maximum – One (1) one-hour session per day Three (3) one-hour sessions per week
Individual Recovery Mentoring & Coaching Services (Assist clients in assessing their current situation, defining goals, targeting areas to strengthen or improve, creating an effective life-action plan, understanding and overcoming barriers that may inhibit progress, and; holding the individual accountable for implementing the changes and reaching the goals they desire.)	5030	1 hour	\$30.00	<u>Frequency Limitation:</u> Maximum – One (1) one-hour session per day Three (3) one-hour sessions per week
Individual Education Services (Provide individualized instruction to stabilize or expand client's reading and other skills.)	6030	1 hour	\$35.00	<u>Frequency Limitation:</u> Maximum – One (1) one-hour session per day; Five (5) one-hour sessions per week
Group Education Services (Provide individualized instruction to stabilize or expand client's reading and other skills in a small group setting.)	6031	1 hour	\$10.00 per person, per group	<u>Frequency Limitation:</u> Maximum – One (1) one-hour session per day; Five (5) one-hour sessions per week
Individual Life Skills	5040	1 hour	\$25.00	<u>Frequency Limitation:</u>



Recovery Support Services				
(1) Recovery Support Service (RSS) Type and Description	(2) Billing Code	(3) One Billable Service Unit Equals	(4) Rate per Service Unit	(5) Required Exceptions and Limitations - per RSS, per Client Authorizations may be required from APRA
(Teach clients Employment Skills, Work Preparation, Daily Living Skills and Nutrition Support to equip them to succeed in recovery.)				Maximum – One (1) one-hour session per day; Five (5) one-hour sessions per week
Group Life Skills (Teach clients Employment Skills, Work Preparation, Daily Living Skills and Nutrition Support to equip them to succeed in recovery.)	5041	1 hour	\$10.00 per person, per group	<u>Frequency Limitation:</u> Maximum – One (1) one-hour session per day; Three (3) one-hour sessions per week <u>Group Size Limitation</u> – Minimum= 5
Individual Parenting Skills Services (Assist individual parent with child development skills and provide parenting information.)	3010	1 hour	\$40.00	<u>Frequency Limitation:</u> Maximum – One (1) one-hour session per day; Three (3) one-hour sessions per week
Group Parenting Skills Services (Assist parents with child development skills and provide parenting information in a group setting, and encourage networking with other parents in similar circumstances.)	3011	1 hour	\$10.00 per person, per group	<u>Frequency Limitation:</u> Maximum – One (1) one-hour session per day; Three (3) one-hour sessions per week <u>Group Size Limitation</u> – Minimum = 5
Individual Family and Marital Services (Teach and enhance communication, personal and family management skills to reduce marriage/family conflict.)	2090	1 hour	\$65.00	<u>Frequency Limitation:</u> Maximum – One (1) one-hour session per day; Two (2) one-hour sessions per week
Group Family and Marital Services (Teach and enhance communication, personal and	2091	1 hour	\$15.00 per person, per group	<u>Frequency Limitation:</u> Maximum – One (1) one-hour session per day; Two (2) one-hour sessions per week



Recovery Support Services				
(1) Recovery Support Service (RSS) Type and Description	(2) Billing Code	(3) One Billable Service Unit Equals	(4) Rate per Service Unit	(5) Required Exceptions and Limitations - per RSS, per Client Authorizations may be required from APRA
family management skills to reduce marriage/family conflict in a group setting.)				<u>Group Size Limitation</u> – Minimum = 5
Individual HIV/AIDS Education (Educate client of the risks, statistics, transmission, legal, and financial aspects of the disease; as well as educate them about local, low-cost and free resources for HIV testing, treatment and supportive services.)	6020	1 hour	\$15.00	<u>Frequency Limitation:</u> Maximum – One (1) one-hour session per day Two (2) one-hour sessions per week
Child Care Services for One (1) Child under age 13 (Services provided only while client is participating in clinical treatment and/or recovery support services.)	3020	1 hour	\$5.00	<i>The following is applicable for all child care services regardless of the number of children or rate billed:</i> Child Care services are restricted to providers that are licensed under Chapter 3, Title 29 DCMR. <u>Frequency Limitations:</u> For clients in RSS programs - Maximum 4 hrs per day, 5 days per wk For clients in Level III – Day Treatment. - Maximum 7 hrs per day, 4 days per wk For clients in Level II – IOP Treatment. - Maximum 5 hrs per day, 3 days per wk For clients in Level 1 – OP Treatment. - Maximum 2 hrs per day, 5 days per wk
Child Care Services for Two (2) Children under age 13 (Services provided only while client is participating in clinical treatment and/or recovery support services.)	3021	1 hour	\$7.00	
Child Care Services for Three (3+) or more Children under age 13 (Services provided only while client is participating in clinical treatment and/or recovery support services.)	3022	1 hour	\$11.00	
Transportation (Public)	3050	1 Metro Smartcard	\$30.00	<u>Quantity and Frequency Limitation:</u>



Recovery Support Services				
(1) Recovery Support Service (RSS) Type and Description	(2) Billing Code	(3) One Billable Service Unit Equals	(4) Rate per Service Unit	(5) Required Exceptions and Limitations - per RSS, per Client Authorizations may be required from APRA
(Metro system (bus and subway) access for the purpose of accessing treatment and/or recovery services, job interviews, medical appointments, 12 step or other support groups, school, work, childcare providers, or any other approved activity that supports a client's recovery. Must be associated with another billable service.)			(\$25.00 for Metro Smart card, \$5.00 admin. Fee)	One Smartcard per client, per week. <u>Billing Restriction:</u> Must submit receipt for reimbursement.
Transportation (Private) (Mileage incurred for the purpose of accessing treatment and/or recovery services, job interviews, medical appointments, 12 step or other support groups, school, work, childcare providers, or any other approved activity that supports a client's recovery. Must be associated with another billable service.)	3051	Round trip (the mileage incurred from location A to B and B to A)	\$12.50	<u>Transportation Provider Service Limitations:</u> Transport clients only. Client must be going to or from an approved RSS or treatment service. <u>Billing Restriction:</u> Mileage/trip log required for reimbursement.

Methamphetamine Clinical 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	
Non-hospital based	2130	1 day	This is an all inclusive	\$74.25		At least 3



methamphetamine addiction treatment services using the Matrix Model IOP for Methamphetamine Treatment			treatment service which shall utilize Cognitive Behavioral Therapy (CBT), Contingency Management (CM) and Motivational Interviewing (MI) therapies in a non-hospital setting.			hours per day and 3 days per week. Maximum of 12 days.
Hospital based methamphetamine addiction treatment services using the Matrix Model IOP for Methamphetamine Treatment	2131	1 day	This is an all inclusive treatment service which shall utilize Cognitive Behavioral Therapy (CBT), Contingency Management (CM) and Motivational Interviewing (MI) therapies in a hospital setting.		\$81.00	At least 3 hours per day and 3 days per week. Maximum of 12 days
Group Recovery Social Activities for Methamphetamine Treatment using Community Reinforcement Approach (CRA) – provide recovery social activities for recovering methamphetamine users in the Lesbian, Gay Bi-sexual, Transgender, and Questioning (LGBTQ) Communities.	7030	1 event		\$150.00		

- B. The Provider shall submit invoices for payment to the Administrative Services Manager, Addiction Prevention and Recovery Administration, 1300 First Street, NE, 3rd floor, Washington, DC 20002 or his/her designee.
- 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 1550 form, is submitted and approved by APRA.



VI. TERMINATION OF THE AGREEMENT AND SANCTIONS AGAINST THE PROVIDER

- A. This Agreement may be terminated as specified in this Section of this Agreement (C.VI) 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.VI and those set forth in the SCP, the provisions of Section C.VI shall take precedence.
- B. The Department may impose sanctions against the Provider in addition to termination of this Agreement. See also sections VI.E. and G. below.
- C. The following provisions shall be applicable to all types of terminations whether under Section C.VI 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 District 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 to 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 committed any one of the following:
 - 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 (h) of this Agreement;
 - b. Performed a type of 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 any third party payor;
 - e. Billed or collected from client more than stated co-payment;
 - f. Misrepresented the qualifications of the person providing the service;



- 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 to accepted payment from the client in excess of the client co-payment liability established by APRA.
2. The notice required by section C.VI.E.1 of this Agreement shall include:
- a. Identification of the sanctions as prescribed by APRA in the ATR 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 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 an 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 has 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.VI.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.

V11. RESPONSIBILITY OF PROVIDER UPON TERMINATION

- A. Upon termination as specified in Sections VI.D and E, the Provider shall be required to:
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 APRA, Client Services Center, Medical Records Division located at 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.



VIII. ASSIGNMENT OF AGREEMENT

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

IX. 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 ATR providers, including the Provider signing this ATR Provider Agreement, on a first-billed, first-paid basis until the balance of the ATR account within 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. 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 ATR is dependent on whether funds remain available to the District government under an appropriation that has been enacted for the specific purpose of funding recovery support services.

X. CONFIDENTIALITY OF INFORMATION

- A. All client information, records and data collected and maintained by the Provider or its sub-Provider entity relating to ATR 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 law or rules, use or disclosure of information concerning clients shall be restricted to purposes directly related to the administration of the ATR;
- D. “Purpose directly related” to the ATR shall include the following:
 - 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 ATR;
- 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; and
- H. The Health Insurance Portability and Accountability Act (HIPAA) Privacy Rules permits APRA to allow a Provider to create or receive protected health information on its behalf, if there is a documented satisfactory 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).

XI. 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.

XII. ACCESS TO RECOVERY PROGRAM: PROVIDER AGREEMENT MANUAL

The “Access to Recovery Program: Provider Agreement Manual” (“Provider Agreement Manual”) shall be incorporated by reference into this Agreement as if stated fully herein.

XIII. 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. Access to Recovery Program (ATR): Provider Agreement Manual.



XIV. 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
DC 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
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 XIV. A. and B. shall be provided by letter to the Provider.



XV. 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).

XVI. 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 from the date originally signed by the Director of the Department of Health., through the date the Grant ends, with task orders renewable annually on the first day of each new fiscal year. (See SECTION A for signature and date of award.)

-----END OF DOCUMENT-----