



Participation Agreement For Freestanding And Substance Use Disorder (SUD) Psychiatric Partial Hospitalization Program (PHP) Service For TRICARE Beneficiaries

Corporate Name:

DBA: (If different than corporate name)

Address:

City: State: ZIP:

Mailing Address: (If different from location)

City: State: ZIP:

Telephone: Email:

Provider EIN: Provider NPI:

Facility Name:

Office Address:

City: State: ZIP:

Telephone: Email:

Provider EIN: Provider NPI:

If you have any questions, please call TriWest Healthcare Alliance (TriWest) at 1-866-690-0885. Upon signing and dating the Participation Agreement, please send back to TriWest:

Email: providerservices@triwest.com

Mail:
 TriWest Healthcare Alliance
 PO Box 42810
 Phoenix, AZ 85080



ARTICLE 1 RECITALS

1.1 IDENTIFICATION OF PARTIES

This Participation Agreement is between the United States of America (USA) through the Department of Defense (DoD), Defense Health Agency (hereinafter DHA), the administering activity for the DHA and (hereinafter designated the PHP).

1.2 AUTHORITY FOR PARTIAL HOSPITAL CARE

The implementing regulations for DHA, 32 Code of Federal Regulations (CFR), Part 199, provides for cost-sharing of IOP care under certain conditions.

1.3 PURPOSE OF PARTICIPATION AGREEMENT

It is the purpose of this Participation Agreement to recognize the undersigned PHP as an authorized provider of partial hospital care, subject to the terms and conditions of this agreement, and applicable federal law and regulation.

ARTICLE 2 DEFINITIONS

2.1 AUTHORIZED DHA REPRESENTATIVES

The authorized representative(s) of the Director, DHA, may include, but are not limited to, DHA staff, DoD personnel, and contractors, such as private sector accounting/audit firm(s) and/or utilization review and survey firm(s). Authorized representatives will be specifically designated as such.

2.2 BILLING NUMBER

The billing number for all partial hospitalization services is the PHP's Employer's Identification Number (EIN). In most situations, each EIN must enter into a separate Participation Agreement with the Director, DHA, or designee. This number must be used until the provider is officially notified by the Director, DHA, or a designee, of a change. The PHP's billing number is shown on the face sheet of this agreement.

2.3 ADMISSION AND DISCHARGE

- (a) An admission occurs upon the formal acceptance by the PHP of a beneficiary for the purpose of participating in the therapeutic program with the registration and assignment of a patient number or designation.
- (b) A discharge occurs at the time that the PHP formally releases the patient from partial hospitalization status; or when the patient is admitted to another Level of care.

2.4 MENTAL DISORDER

As defined in the [32 CFR 199.2](#): For the purposes of the payment of benefits, a mental disorder is a nervous or mental condition that involves a clinically significant behavioral or psychological syndrome or pattern that is associated with a painful symptom, such as distress, and that impairs a patient's ability to function in one or more major Life activities. An SUD is a mental condition that involves a maladaptive pattern of substance use leading to clinically significant impairment or distress; impaired control over substance use; social impairment; and risky use of a substance(s). Additionally, the mental disorder must be one of those conditions listed in the current edition of the **Diagnostic and Statistical Manual of Mental Disorders (DSM)**. "Conditions Not Attributable to a Mental Disorder," or **V codes (Z codes in the International Classification of Diseases, 10th Revision, Clinical Modification (ICD-10-CM)**, are not considered diagnosable mental disorders. Co-occurring mental and SUDs common and assessment should proceed as soon as it is possible to distinguish the substance related symptoms from other independent conditions.

2.5 INTENSIVE OUTPATIENT PROGRAM (IOP)

As defined by [32 CFR 199.2\(b\)](#), partial hospitalization is a treatment setting capable of providing an interdisciplinary program of medical therapeutic services, to include management of withdrawal symptoms, as medically indicated. Services may include day, evening, night, and weekend treatment programs which employ an integrated, comprehensive and complementary schedule of recognized treatment approaches. Partial hospitalization is a time-limited, ambulatory, active treatment program that offers therapeutically intensive, coordinated, and structured clinical services within a stable therapeutic environment. PHP is an appropriate setting for crisis stabilization, treatment of partially stabilized mental health disorders, and transition from an inpatient program when medically necessary. Such programs must enter into a Participation Agreement with TRICARE, and be accredited and in substantial compliance with the Joint Commission (TJC), the Commission on Accreditation of Rehabilitation Facilities (CARF) the Council on Accreditation (CoA), or by an accrediting organization approved by the DHA. The contractor may submit (via the Government Designated Authority (GDA)), additional accrediting organizations for TRICARE authorization, subject to approval by the DHA. PHPs are differentiated from:

- (a) Acute psychoactive substance use treatment and from treatment of acute biomedical/mental health problems; which problems are either life-threatening and/or severely incapacitating and often occur within the context of a discrete episode of addiction-related biomedical or psychiatric dysfunction;
- (b) An inpatient/residential Substance Use Disorder Rehabilitation Facility (SUDRF), as defined in [32 CFR 199.2](#), which serves patients with SUDs through an inpatient rehabilitation program on a 24-hour, seven-day-per week basis (see the TRICARE Policy Manual (TPM), [Chapter 11, Addendum D](#) for the SUDRF Participation Agreement);
- (c) An Intensive Outpatient Program (IOP), as defined in [32 CFR 199.2](#), which serves patients in a day or evening program not requiring 24-hour care for mental health or SUDs (see TPM, [Chapter 11, Addendum G](#) for the IOP Participation Agreement);
- (d) An Opioid Treatment Program (OTP), as defined in [32 CFR 199.2](#), which serves patients in a treatment setting for opioid treatment (see TPM, [Chapter 11, Addendum H](#) for the OTP Participation Agreement);
- (e) A group home, sober-living environment, halfway house, or three-quarter way house;
- (f) Therapeutic schools, which are educational programs supplemented by addiction- focused services;
- (g) Therapeutic schools, which are educational programs supplemented by addiction- focused services;
- (h) Facilities that treat patients with primary psychotic diagnoses other than psychoactive substance use or dependence;
- (i) Facilities that care for patients with the primary diagnosis of intellectual disability or developmental disability.

ARTICLE 3 PERFORMANCE PROVISIONS

3.1 GENERAL AGREEMENT

- (a) The PHP agrees to render partial hospitalization services to eligible beneficiaries in need of such services, in accordance with this Participation Agreement and the 32 CFR 199. These services shall include board, patient assessment, psychological testing, treatment services, social services, educational services, family therapy, case management, and such other services as are required by the 32 CFR 199.
- (b) The PHP agrees that all certifications and information provided to the Director, DHA, or designee, incident to the process of obtaining and retaining authorized provider status is accurate and that it has no material errors or omissions. In the case of any misrepresentations, whether by inaccurate information being provided or material facts withheld, authorized provider status will be denied or terminated, and the PHP



will be ineligible for consideration for authorized provider status for a two year period. Termination of authorized PHP status will be pursuant to Article 13 of this agreement.

- (c) The PHP shall not be considered an authorized provider nor may any benefits be paid to the PHP for any services provided prior to the date the PHP is approved by the Director, DHA, or designee, as evidenced by signature on the Participation Agreement.

3.2 LIMIT ON RATE BILLED

- (a) The PHP agrees to limit charges for services to beneficiaries to the rate set forth in this agreement.
- (b) The PHP agrees to charge only for services to beneficiaries that qualify within the limits of law, regulation, and this agreement.

3.3 ACCREDITATION AND STANDARDS

The PHP hereby agrees to:

- (a) Be licensed to provide PHP services within the applicable jurisdiction in which it operates.
- (b) PHPs shall be currently accredited by and remain in compliance with standards issued by TJC, CARF, CoA, or an accrediting organization approved by the DHA. The contractor may submit (via the TRO, the TOPO, or the COR for the USFHP) additional accrediting organizations for TRICARE authorization, subject to approval by the DHA.
- (c) Accept the allowable PHP rate, as provided in [32 CFR 199.14\(a\) \(2\) \(ix\)](#), as payment in full for services provided.
- (d) Comply with all requirements of [32 CFR 199.4](#) applicable to institutional providers generally concerning preauthorization, concurrent care review, claims processing, beneficiary liability, double coverage, utilization and quality review, and other matters.
- (e) Ensure that all mental health services are provided by qualified mental health providers who meet the requirements for individual professional providers. (Exception: PHPs that employ individuals with master's or doctoral level degrees in a mental health discipline who do not meet the licensure, certification, and experience requirements for a qualified mental health provider but are actively working toward licensure or certification, may provide mental health services within the per diem rate but the individual must work under the direct clinical supervision of a fully qualified mental health provider employed by the PHP.) All other program services will be provided by trained, licensed staff.
- (f) Ensure the provision of an active family therapy component which ensures that each patient and family participate at least weekly in family therapy provided by the institution and rendered by an authorized mental health provider.
- (g) Not bill the beneficiary for services in excess of the cost-share or services for which payment is disallowed for failure to comply with requirements for preauthorization.
- (h) Not bill the beneficiary for services excluded on the basis of [32 CFR 199.4\(g\)\(1\)](#) (not medically or psychologically necessary), [\(g\)\(3\)](#) (inappropriate level of care) or [\(g\)\(7\)](#) (custodial care), unless the beneficiary has agreed in writing to pay for the care, knowing the specific care in question has been determined as noncovered. (A general statement signed at admission as to financial Liability does not fill this requirement.)

3.4 QUALITY OF CARE

- (a) The PHP shall assure that any and all eligible beneficiaries receive partial hospitalization services which comply with standards in Article 3.3.
- (b) The PHP shall provide partial hospitalization services in the same manner to beneficiaries as it provides to



all patients to whom it renders services.

- (c) The PHP shall not discriminate against beneficiaries in any manner including admission practices, placement in special or separate wings or rooms, or provisions of special or limited treatment.

3.5 BILLING FORM

The PHP shall use the Centers for Medicare and Medicaid Services (CMS) 1450 UB-04 billing form and the CMS 1500 Claim Form for outpatient services (or subsequent editions). PHPs shall identify PHP care on the billing form in the remarks block by stating “PHP care”.

3.6 COMPLIANCE WITH DHA UTILIZATION REVIEW ACTIVITIES

Under the terms of this agreement, the PHP shall:

- (a) Appoint a single individual within the facility to serve as the point of contact for conducting utilization review activities with the Director, DHA, or its designee. The PHP will inform DHA in writing of the designated individual.
- (b) Promptly provide medical records and other documentation required in support of the utilization review process upon request by the Director, DHA, or its designee. Confidentiality considerations are not valid reasons for refusal to submit medical records on any beneficiary. Failure to comply with documentation requirements will usually result in denial of authorization of care.
- (c) Maintain and provide medical records, including progress notes, clinical formulation, and the master treatment plan, to include documentation of standardized assessment measures for Post-Traumatic Stress Disorder (PTSD), anxiety disorders, and depressive disorders using the PTSD Checklist (PCL-5), Generalized Anxiety Disorder (GAD-7), and Patient Health Questionnaire (PHQ-9 or A), respectively, at baseline, at 60 calendar day intervals, and at discharge (see [Chapter 1, Section 5.1](#) for details); in compliance with standards and regulations.

ARTICLE 4 PAYMENT PROVISIONS

4.1 RATE STRUCTURE: DETERMINATION OF RATE

The TRICARE rate is the per diem rate that TRICARE will authorize for all mental health services rendered to a patient and the patient’s family as part of the total treatment plan submitted by an approved PHP, and approved by the Director, DHA, or a designee. The per diem rate will be as specified in [32 CFR 199.14\(a\)\(2\) \(ix\) \(A\)](#); for any PHP (minimum of six hours), the maximum per diem payment is 40% of the average inpatient per diem amount per case paid to both high and low volume psychiatric hospitals and units (as defined in [32 CFR 199.14\(a\) \(2\)](#)) by Federal census region during Fiscal Year (FY) 1990.

4.2 PHP SERVICES INCLUDED IN PER DIEM PAYMENT

The per diem payment amount must be accepted as payment in full for all institutional services provided, including board, patient assessment, treatment services (with the exception of the psychotherapy sessions which may be allowed separately for individual or family psychotherapy when provided and billed by an authorized professional provider who is not employed by or under contract with the PHP), routine nursing services, educational services, ancillary services (including art, music, dance, occupational, recreational, and other such therapies), psychological testing and assessments, case management services, overhead and any other services for which the customary practice among similar providers is included as part of institutional charges. Non-mental-health-related medical services may be separately allowed when provided and billed by an authorized independent professional provider not employed by or under contract with the PHP. This includes ambulance services when medically necessary for emergency transportation. Note: The PHP may not enforce or control separate billing for professional services



4.3 OTHER PAYMENT REQUIREMENTS

No payment is due for leave days, for days in which treatment is not provided, for days on which the patient is absent from treatment (whether excused or unexcused). Hours devoted to education do not count toward the therapeutic program and TRICARE will not separately reimburse educational services (see Article 5.2).

4.4 PREREQUISITES FOR PAYMENT

Provided that there shall first have been a submission of claims in accordance with procedures, the PHP shall be paid based upon the allowance of the rate determined in accordance with the prevailing [32 CFR 199.14](#) (see Article 4.1), and contingent upon certain conditions provided in the 32 CFR 199, and in particular the following:

- (a) The patient seeking admission is suffering from a mental disorder, to include SUD, which meets the diagnostic criteria of the current edition of the DSM and meets the TRICARE definition of a mental disorder.
- (b) The patient meets the criteria for admission to a PHP issued by the Director, DHA, or designee.
- (c) A qualified mental health professional who meets requirements for individual professional providers and who is permitted by law and by the PHP recommends that the patient be admitted to the PHP.
- (d) A qualified mental health professional with admitting privileges who meets the requirements for individual professional providers will be responsible for the development, supervision, implementation, and assessment of a written, individualized, interdisciplinary clinical formulation and plan of treatment.
- (e) All services are provided by or under the supervision of an authorized mental health provider (see Article 3.3(g)).
- (f) The patient meets eligibility requirements for coverage.

4.5 DETERMINED RATE AS PAYMENT IN FULL

- (a) The PHP agrees to accept the rate determined pursuant to the [32 CFR 199.14](#) (see Article 4.1) as the total charge for services furnished by the PHP to beneficiaries. The PHP agrees to accept the rate even if it is less than the billed amount, and also agrees to accept the amount paid, combined with the cost-share amount and deductible, if any, paid by or on behalf of the beneficiary, as full payment for the PHP services. The PHP agrees to make no attempt to collect from the beneficiary or beneficiary's family, except as provided in Article 4.6(a), amounts for PHP services in excess of the rate.
- (b) The PHP agrees to submit all claims as a participating provider. DHA agrees to make payment of the determined rate directly to the PHP for any care authorized under this agreement.
- (c) The PHP agrees to submit claims for services provided to beneficiaries at least every 30 calendar days (except to the extent delay is necessitated by efforts to first collect from other health insurance). If claims are not submitted at least every 30 calendar days, the PHP agrees not to bill the beneficiary or the beneficiary's family for any amounts disallowed.

4.6 TRICARE AS SECONDARY PAYOR

- (a) The PHP is subject to the provisions of 10 United States Code (USC) Section 1079 U)(I). The PHP must submit claims first to all other insurance plans and/or medical service or health plans under which the beneficiary has coverage prior to submitting a claim to TRICARE.
- (b) Failure to collect first from primary health insurers and/or sponsoring agencies is a violation of this agreement, may result in denial or reduction of payment, and may result in a false claim against the United States (US). It may also result in termination of this agreement by DHA pursuant to Article 8.

4.7 COLLECTION OF COST-SHARE

- (a) The PHP agrees to collect from the beneficiary or the parents or guardian of the beneficiary only those amounts applicable to the patient's cost-share (copayment) as defined in [32 CFR 199.4](#), and services and



supplies which are not a benefit.

- (b) The PHP's failure to collect or to make diligent effort to collect the beneficiary's cost-share (copayment) as determined by policy is a violation of this agreement, may result in denial or reduction of payment, and may result in a false claim against the US. It may also result in termination by DHA of this agreement pursuant to Article 13.

4.8 BENEFICIARY RIGHTS

If the PHP fails to abide by the terms of this Participation Agreement and DHA, or its designee, either denies the claim or claims and/or terminates the agreement as a result, the PHP agrees to forego its rights, if any, to pursue the amounts not paid by TRICARE from the beneficiary or the beneficiary's family.

ARTICLE 5 EDUCATIONAL SERVICES

5.1 EDUCATIONAL SERVICES REQUIRED

Programs treating children and adolescents must ensure the provision of a state certified educational component which assures that the patients do not fall behind in educational placement while receiving partial hospital treatment.

5.2 REIMBURSEMENT OF EDUCATIONAL SERVICES

Any charges for educational services are included in the per diem payment. TRICARE will not separately reimburse educational services. The hours devoted to education do not count toward the therapeutic program.

ARTICLE 6 RECORDS AND AUDIT PROVISIONS

6.1 ON-SITE AND OFF-SITE REVIEWS/AUDITS

The PHP grants the Director, DHA, or designee, the right to conduct on-site or off-site reviews or accounting audits with full access to patients and records. The audits may be conducted on a scheduled or unscheduled (unannounced) basis. This right to audit/review includes, but is not limited to, the right to:

- (a) Examine fiscal and all other records of the PHP which would confirm compliance with this agreement and designation as an authorized PHP provider.
- (b) Conduct audits of PHP records including clinical, financial, and census records to determine the nature of the services being provided, and the basis for charges and claims against the US for services provided to beneficiaries. The Director, DHA, or designee, will have full access to records of both TRICARE and non-TRICARE patients. Note: In most cases, only TRICARE patients' records will be audited. Examples of situations where non-TRICARE patient records would be requested may be in situations of differential quality of care assessments or to identify systemic quality or safety concerns.
- (c) Examine reports of evaluations and inspections conducted by federal, state, local Government, and private agencies and organizations.
- (d) Conduct on-site inspections of the facilities of the PHP and interview employees, members of the staff, contractors, board members, volunteers, and patients, as required.
- (e) Release copies of final review reports (including reports of on-site reviews) under the Freedom of Information Act (FOIA).

6.2 RIGHT TO UNANNOUNCED INSPECTION OF RECORDS

- (a) DHA and its authorized agents will have the authority to visit and inspect the PHP at all reasonable times on an unannounced basis.



- (b) The PHP's records shall be available and open for review by DHA during normal working hours, from 8 a.m. to 5 p.m., Monday through Friday, on an unannounced basis.

6.3 CERTIFIED COST REPORTS

Upon request, the PHP shall furnish the Director, DHA, or a designee, the audited cost reports certified by an independent auditing agency.

6.4 RECORDS REQUESTED BY DHA

Upon request, the PHP shall furnish the Director, DHA, or a designee, such records, including medical records and patient census records, that would allow the Director, DHA, or a designee, to determine the quality and cost-effectiveness of care rendered.

6.5 FAILURE TO COMPLY

Failure to allow audits/reviews and/or to provide records constitutes a material breach of this agreement. It may result in denial or reduction of payment, termination of this agreement pursuant to Article 13, and any other appropriate action by DHA.

ARTICLE 7 NONDISCRIMINATION

7.1 COMPLIANCE

The PHP agrees to comply with provisions of section 504 of the Rehabilitation Act of 1973 (Public Law 93-112; as amended) regarding nondiscrimination on basis of handicap, Title VI of the Civil Rights Act of 1964 (Public Law 88-352), the Americans With Disabilities Act of 1990 (Public Law 101-336), and Section 1557 of the Patient Protection and Affordable Care Act (PPACA) as well as all regulations implementing these Acts.

ARTICLE 8 AMENDMENT

8.1 AMENDMENT BY DHA

- (a) The Director, DHA, or designee, may amend the terms of this Participation Agreement by giving 120 calendar days' notice in writing of the amendment(s) except amendments to the 32 CFR 199, which shall be considered effective as of the effective date of the regulation change and do not require a formal amendment of this agreement to be effective. When changes or modifications to this agreement result from amendments to the 32 CFR 199 through rulemaking procedures, the Director, DHA, or designee, is not required to give 120 calendar days written notice. Amendments to this agreement resulting from amendments to the 32 CFR 199 shall become effective on the date the regulation amendment is effective or the date this agreement is amended, whichever date is earlier.
- (b) The PHP, if it concludes it does not wish to accept the proposed amendment(s), including any amendment resulting from amendment(s) to the 32 CFR 199 accomplished through rulemaking procedures, may terminate its participation as provided for in Article 13.3. However, if the PHP's notice of intent to terminate its participation is not given at least 60 calendar days prior to the effective date of the proposed amendment(s), then the proposed amendment(s) shall be incorporated into this agreement for PHP care furnished between the effective date of the amendment(s) and the effective date of termination of this agreement.

ARTICLE 9 TRANSFER OF OWNERSHIP

9.1 ASSIGNMENT BARRED

This agreement is nonassignable.



9.2 AGREEMENT ENDS

- (a) Unless otherwise extended as specified in Article 9.3(b), this agreement ends as of 12:01 am on the date that transfer of ownership occurs.
- (b) Change of Ownership is defined as follows:
 - (1) The change in an owner(s) that has/have 50% or more ownership constitutes change of ownership.
 - (2) The merger of the PHP corporation (for-profit or not-for-profit) into another corporation, or the consolidation of two or more corporations, resulting in the creation of a new corporation, constitutes change of ownership. The transfer of corporate stock or the merger of another corporation into the PHP corporation, however, does not constitute change of ownership. The transfer of title to property of the PHP corporation to another corporation(s), and the use of that property for the rendering of partial hospital care by the corporation(s) receiving it is essential for a change of ownership.
 - (3) The Lease of all or part of a PHP or a change in the PHP's Lessee constitutes change of ownership.

9.3 NEW AGREEMENT REQUIRED

- (a) If there is a change of ownership of a PHP as specified in Article 9.2(b), then the new owner, in order to be an authorized partial hospital program, must enter into a new agreement with DHA. The new owner is subject to any existing plan of correction, expiration date, applicable health and safety standards, ownership and financial interest disclosure requirements and any other provisions and requirements of this agreement.
- (b) A PHP contemplating or negotiating a change in ownership must notify DHA in writing at Least 30 calendar days prior to the effective date of the change. At the discretion of the Director, DHA, or designee, this agreement may remain in effect until a new Participation Agreement can be signed to provide continuity of coverage for beneficiaries. A PHP that has provided the required 30 calendar days' advance notification of a change of ownership may seek an extension of this agreement's effect for a period not to exceed 180 calendar days from the date of the transfer of ownership. Failure to provide 30 calendar days' advance notification of a change of ownership will result in a denial of a request for an extension of this agreement and termination of this agreement upon transfer of ownership as specified in Article 9.2(a).
- (c) Prior to a transfer of ownership of a PHP, the new owners may petition DHA in writing for a new Participation Agreement. The new owners must document that all required Licenses and accreditations have been maintained and must provide documentation regarding any program changes. Before a new Participation Agreement is executed, the Director, DHA, or designee, will review the PHP to ensure that it is in compliance with 32 CFR 199.

ARTICLE 10 REPORTS

10.1 INCIDENT REPORTS

Any serious occurrence involving a beneficiary, outside the normal routine of the PHP (see the TRICARE Operations Manual (TOM), [Chapter 7, Section 6](#)), shall be reported to the referring military providers and/or Market/Military Medical Treatment Facility (MTF) referral management office (on behalf of the military provider), and Director, DHA, or designee, as follows:

- (a) An incident of a life-threatening accident, patient death, patient disappearance, suicide attempt, incident of cruel or abusive treatment, or any equally dangerous situation involving a beneficiary, shall be reported by telephone on the next business day with a full written report within seven calendar days.
- (b) The incident and the following report shall be documented in the patient's clinical record.



(c) Notification shall be provided, if appropriate, to the parents, Legal guardian, or Legal authorities.

10.2 DISASTER OR EMERGENCY REPORTS

Any disaster or emergency situation, natural or man-made, such as fire or severe weather, shall be reported telephonically within 72 hours, followed by a comprehensive written report within seven calendar days to DHA.

10.3 REPORTS OF PHP CHANGES

The governing body or the administrator of the PHP shall submit in writing to DHA any proposed significant changes within the PHP no Later than 30 calendar days prior to the actual date of change; failure to report such changes may Lead to termination of this agreement. A report shall be made concerning the following items:

- (a) Any change in administrator or primary professional staff.
- (b) Any change in purpose, philosophy or any addition or deletion of services or programs. This includes capacity or hours of operation.
- (c) Any licensure, certification, accreditation or approval status change by a state agency or national organization.
- (d) Any anticipated change in Location or anticipated closure.
- (e) Any suspension of operations for 24 hours or more.

ARTICLE 11 GENERAL ACCOUNTING OFFICE (GAO)

11.1 RIGHT TO CONDUCT AUDIT

The PHP grants the US GAO the right to conduct audits.

ARTICLE 12 APPEALS

12.1 APPEAL ACTIONS

Appeals of DHA actions under this agreement, to the extent they are allowable, will be pursuant to the [32 CFR 199.10](#) and [32 CFR 199.15](#).

ARTICLE 13 TERMINATION AND AMENDMENT

13.1 TERMINATION OF AGREEMENT BY DHA

The Director, DHA, or a designee, may terminate this agreement in accordance with procedures for termination of institutional providers as specified in [32 CFR 199.9](#).

13.2 BASIS FOR TERMINATION OF AGREEMENT BY DHA

- (a) In addition to any authority under the [32 CFR 199.9](#) to terminate or exclude a provider, the Director, DHA, or designee, may terminate this agreement upon 30 calendar days' written notice, for cause, if the PHP:
 - (1) Is not in compliance with the requirements of the Dependents Medical Care Act, as amended (10 USC 1071 et seq), the 32 CFR 199.9, or with performance provisions stated in Article 3 of this Participation Agreement.
 - (2) Fails to comply with payment provisions set forth in Article 4 of this Participation Agreement.
 - (3) Fails to allow audits/reviews and/or to provide records as required by Article 6 of this Participation Agreement.
 - (4) Fails to comply with nondiscrimination provisions of Article 7 of this Participation Agreement.
 - (5) Changes ownership as set forth in Article 9 of this Participation Agreement.
 - (6) Fails to provide incident reports, disaster or emergency reports, or reports of PHP changes as set forth in Article 10 of this Participation Agreement.

- (7) Initiates a program change without written approval by the Director, DHA, or a designee; program changes include but are not limited to: changes in the physical location; population served; number of beds; type of license; expansion of program(s); or development of new program(s).
 - (8) Does not admit a beneficiary during any period of 24 months.
 - (9) Suspends operations for a period of 120 calendar days or more.
 - (10) Is determined to be involved in provider fraud or abuse, as established by [32 CFR 199.9](#). This includes the submission of falsified or altered claims or medical records which misrepresent the type, frequency, or duration of services or supplies.
- (b) The Director, DHA, or designee, may terminate this agreement without prior notice in the event that the PHP's failure to comply with the industry standards presents an immediate danger to life, health or safety.

13.3 TERMINATION OF AGREEMENT BY THE PHP

The PHP may terminate this agreement by giving the Director, DHA, or designee, written notice of such intent to terminate. The effective date of a voluntary termination under this article shall be 60 calendar days from the date of notification of intent to terminate or, upon written request, as agreed between the PHP and DHA.

ARTICLE 14 RECOUPMENT

14.1 RECOUPMENT

DHA will have the authority to suspend claims processing or seek recoupment of claims previously paid as specified under the provisions of the Federal Claims Collection Act (31 USC 3701 et seq.), the Federal Medical Care Recovery Act (42 USC 2651-2653), and [32 CFR 199.14](#).

ARTICLE 15 ORDER OF PRECEDENCE

15.1 ORDER OF PRECEDENCE

If there is any conflict between this agreement and any Federal statute or regulation including the 32 CFR 199, the statute or regulation controls.

ARTICLE 16 DURATION

16.1 DURATION

This agreement shall remain in effect until the expiration date specified in Article 18.1 unless terminated earlier by DHA, or the PHP under Article 13. DHA may extend this agreement for 60 calendar days beyond the established date if necessary to facilitate a new agreement.

16.2 REAPPLICATION

The PHP must reapply to DHA at least 90 calendar days prior to the expiration date of this agreement if it wishes to continue as an authorized PHP. Failure to reapply will result in the automatic termination of this agreement on the date specified in Article 18.1.

ARTICLE 17 EFFECTIVE DATE

17.1 EFFECTIVE DATE

- (a) This Participation Agreement will be effective on the date signed by the Director, DHA, or designee.
- (b) This agreement must be signed by the President or Chief Executive Officer (CEO), or designee, of the PHP.



ARTICLE 18 AUTHORIZED PROVIDER

18.1 PROVIDER STATUS

On the effective date of the agreement, DHA recognizes the PHP as an authorized provider for the purpose of providing psychiatric or SUD partial hospitalization care to eligible beneficiaries within the framework of the program(s) identified below.

PSYCHIATRIC OR SUBSTANCE USE DISORDER (SUD)

PARTIAL HOSPITALIZATION PROGRAM (PHP) NAME(S)	CAPACITY	AGE RANGE	DAYS OF OPERATION
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Partial Hospitalization Facility Name:

Name: _____
Expiration Date:

By: Signature _____
Executed On:

Name and Title:

DHA

By: Signature _____
Executed On:

Name and Title: