CHAPTER 7
ADDENDUM C

PARTICIPATION AGREEMENT FOR SUBSTANCE USE DISORDER REHABILITATION FACILITY (SUDRF) SERVICES FOR TRICARE/ CHAMPUS BENEFICIARIES

FACILITY NAME: _____

LOCATION: _____

_____

_____

TELEPHONE: _____

PROVIDER EIN: _____

TRICARE Management Activity
16401 East Centretech Parkway
Aurora, Colorado 80011-9066

ARTICLE 1

RECITALS

1.1 IDENTIFICATION OF PARTIES

This Participation Agreement is between the United States of America through the Department of Defense, TRICARE Management Activity (hereinafter TMA), a field activity of the Office of the Secretary of Defense, the administering activity for the TRICARE/Civilian Health and Medical Program of the Uniformed Services (CHAMPUS) and _____ _____ (hereinafter designated the SUDRF).

1.2 AUTHORITY FOR SUBSTANCE USE DISORDER REHABILITATION FACILITY CARE

The implementing regulation for the TRICARE/CHAMPUS, 32 Code of Federal Regulations (CFR), Part 199, provides for TRICARE/CHAMPUS cost-sharing of care in substance use disorder rehabilitation facilities under certain conditions.

1.3 PURPOSE OF PARTICIPATION AGREEMENT

It is the purpose of this participation agreement to recognize the undersigned SUDRF as a TRICARE-authorized provider of substance use disorder rehabilitation facility care, subject to the terms and conditions of this agreement and applicable federal law and regulation.

ARTICLE 2

DEFINITIONS

2.1 AUTHORIZED TMA REPRESENTATIVES

The authorized representative(s) of the Executive Director, TMA may include, but are not limited to, TMA staff, Department of Defense personnel, and TMA 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 substance use treatment is the SUDRF's employer's identification number (EIN). This number must be used until the provider is officially notified by TMA or a designee of a change. The SUDRF's billing number is shown on the face sheet of this agreement.

2.3 ADMISSION AND DISCHARGE

(a) For inpatient services, an admission occurs upon the formal acceptance by the SUDRF of a TRICARE/CHAMPUS beneficiary for the purpose of occupying a bed with the reasonable expectation that the patient will remain at least 24 hours, and with the registration and assignment of an inpatient number or designation. A discharge occurs at the time that the SUDRF formally releases the patient from inpatient status; or when the patient is admitted to any other inpatient setting, (e.g. an acute mental or medical hospital. For inpatient services, the day of admission is considered a day of care for payment purposes; the day of discharge is not.

(b) For partial hospitalization services, an admission occurs upon the formal acceptance by the SUDRF of a TRICARE/CHAMPUS beneficiary for the purpose of participating in the partial hospitalization program with the reasonable expectation that the patient will remain at least one week, and with the registration and assignment of a patient number or designation. A discharge from partial hospitalization occurs when the SUDRF formally releases the patient from partial hospitalization status or when the patient is admitted to another level of care.

2.4 MENTAL DISORDER

For this agreement, a mental disorder shall be the definition in the TRICARE/ CHAMPUS regulation (32 CFR 199.2: 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. Additionally, the mental disorder must be one of those conditions listed in the current edition of the Diagnostic and Statistical Manual of Mental Disorders of the American Psychiatric Association).

2.5 SUBSTANCE USE DISORDER REHABILITATION FACILITY

As defined in 32 CFR 199.6, substance use disorder rehabilitation facilities are defined as free-standing facilities or hospital-based units that provide treatment of substance use disorders. SUDRFs can provide substance use treatment through inpatient rehabilitation programs on a 24-hour, seven-day-per week basis; through partial hospitalization in day, evening, or weekend programs; or through outpatient treatment. Substance use disorder rehabilitation facilities are differentiated from:

(a) Acute psychoactive substance use treatment and from treatment of acute biomedical/emotional/behavioral 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) A psychiatric partial hospitalization center, which serves patients who exhibit emotional/behavioral dysfunction but who can function in the community for defined periods of time with support in one or more of the major life areas;

(c) A group home, sober-living environment, halfway house, or three-quarter way house;

(d) Therapeutic schools, which are educational programs supplemented by addiction-focused services;

(e) Facilities that treat patients with primary psychotic diagnoses other than psychoactive substance use or dependence;

(f) Facilities that care for patients with the primary diagnosis of mental retardation or developmental disability.

ARTICLE 3

PERFORMANCE PROVISIONS

3.1 GENERAL AGREEMENT

(a) The SUDRF agrees to render treatment of substance use disorders to eligible TRICARE/CHAMPUS beneficiaries in need of such services, in accordance with this participation agreement and the TRICARE/CHAMPUS regulation (32 CFR 199). These services shall include board, routine nursing services, ancillary services, patient assessment, and all mental health treatment determined necessary and consistent with the treatment plan established for the SUDRF patient, and accepted by TMA or designee.

(b) The SUDRF agrees that all certifications and information provided to the Executive Director, TMA 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 SUDRF will be ineligible for consideration for authorized provider status for a two year period. Termination of SUDRF status will be pursuant to Article 12 of this agreement.

(c) On October 1, 1995, the SUDRF will not be considered to be a TRICARE-authorized provider nor may any TRICARE/CHAMPUS benefits be paid to the facility for any services until the date the participation agreement is signed by the Executive Director, TMA, or a designee.

3.2 LIMIT ON RATE BILLED

(a) The SUDRF agrees to limit charges to the rates set forth in this agreement.

(b) The SUDRF agrees to charge only for services to TRICARE/CHAMPUS beneficiaries that qualify within the limits of law and regulation, including but not limited to the requirements that the care be medically or psychologically necessary as defined by TMA, and all terms of this agreement.

3.3 ACCREDITATION AND STANDARDS

The SUDRF hereby agrees to:

(a) Comply with the TRICARE/CHAMPUS Standards for Substance Use Disorder Rehabilitation Facilities, as promulgated by the Executive Director, TMA.

(b) Be licensed to provide substance use treatment within the applicable jurisdiction in which it operates, if licensure is available.

(c) Be specifically accredited by and remain in compliance with standards issued by the Joint Commission on Accreditation of Health Care Organizations under the Accreditation Manual for Mental Health, Chemical Dependency, and Mental Retardation/ Developmental Disabilities Services, or by the Commission on Accreditation of Rehabilitation Facilities as an alcoholism and other drug dependency rehabilitation program under the Standards Manual for Organizations Serving People with Disabilities.

(d) Accept the TRICARE/CHAMPUS-determined rate, as provided in 32 CFR 199.14(a)(1)(ii)(F) for inpatient services, and 32 CFR 199.14(a)(2)(ix)(C) for partial hospitalization services, as payment in full for services provided.

(e) 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.

(f) Be fully operational and treating patients for a period of at least six months (with at least 30 percent minimum patient census) before it submits an application for approval.

(g) Ensure that any individual, group, or family psychotherapy, or psychological testing and assessment, is provided by a qualified mental health provider who meets TRICARE/CHAMPUS requirements for individual professional providers. (Exception: SUDRFs 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 all-inclusive DRG rate for inpatient services, or the per-diem rate for partial hospitalization services, but the individual must work under the documented direct clinical supervision of a fully qualified mental health provider employed by the SUDRF). All other program services will be provided by trained, licensed staff.

(h) Ensure the provision of individual, group, and family psychotherapy and addiction counseling services that are consistent with each patient's treatment plan.

(i) Have a written agreement with at least one backup TRICARE/CHAMPUS-authorized hospital, which specifies that the hospital will accept any and all TRICARE/ CHAMPUS beneficiaries transferred for emergency mental health or medical/surgical care.

The SUDRF must have a written emergency transportation agreement with at least one ambulance company, which specifies the estimated transportation time to each backup hospital.

(j) 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.

(k) Not bill the beneficiary for services excluded on the basis of 32 CFR 199.4(g)(1) (not medically 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 had been determined to be noncovered by TRICARE/CHAMPUS. (A general statement signed at admission relative to financial liability does not fill this requirement.)

(l) Prior to initiation of this agreement, and annually thereafter, conduct a self assessment of its compliance with the TRICARE/CHAMPUS Standards for Inpatient Rehabilitation and Partial Hospitalization for the Treatment of Substance Use Disorders as issued by the Executive Director, TMA, and notify the Executive Director, TMA of any matter regarding which the facility is not in compliance with such standards.

3.4 QUALITY OF CARE

(a) The SUDRF shall assure that any and all eligible beneficiaries receive substance use treatment that complies with the standards in Article 3.3, above, and the TRICARE/CHAMPUS Standards for Inpatient Rehabilitation and Partial Hospitalization for the Treatment of Substance Use Disorders.

(b) The SUDRF shall provide substance use treatment in the same manner to TRICARE/CHAMPUS beneficiaries as it provides to all patients to whom it renders services.

(c) The SUDRF shall not discriminate against TRICARE/CHAMPUS beneficiaries in any manner including admission practices or provisions of special or limited treatment.

3.5 BILLING FORM

The SUDRF shall use the CMS 1450 UB-04 billing form (or subsequent editions) for inpatient services, and the CMS 1500 (08/05) claim form for partial hospitalization or outpatient services. The SUDRF shall identify SUDRF care on the billing form in the remarks block by stating "SUDRF care".

3.6 COMPLIANCE WITH TMA UTILIZATION REVIEW ACTIVITIES

Under the terms of this agreement, the SUDRF shall:

(a) Appoint a single individual within the facility to serve as the point of contact for conducting utilization review activities with TMA or its designee. This individual must have a clinical background and be capable of directly responding to questions from professionally qualified reviewers. The SUDRF will inform TMA in writing of the designated individual.

(b) Obtain precertification for all inpatient or partial hospitalization services to be rendered to TRICARE/CHAMPUS beneficiaries within the facility.

(c) Promptly provide medical records and other documentation required in support of the utilization review process upon request by TMA or its designee. Confidentiality considerations are not valid reasons for refusal to submit medical records on any TRICARE/CHAMPUS beneficiary. Failure to comply with documentation requirements will usually result in the denial of certification of care.

(d) Maintain medical records, including the clinical formulation, progress notes, and master treatment plan, in compliance with TRICARE/CHAMPUS standards and regulations.

3.7 PROFESSIONAL STAFF ORGANIZATION

The SUDRF shall follow a medical model for all services and shall vest ultimate authority for planning, developing, implementing and monitoring all clinical activities in a psychiatrist or licensed doctoral level psychologist. The management of medical care will be vested in a physician. The course of treatment is prescribed and supervised by a qualified mental health professional who meets TRICARE/CHAMPUS requirements as an individual professional provider as specified in 32 CFR 199.6 and who operates within the scope of his or her license.

3.8 PROFESSIONAL STAFF QUALIFICATIONS

The SUDRF shall comply with requirements for professional staff qualifications stated in the TRICARE/CHAMPUS Standards for Inpatient Rehabilitation and Partial Hospitalization for the Treatment of Substance Use Disorders, and 32 CFR 199.6.

(a) The Chief Executive Officer (CEO) shall possess a master's degree in business administration, nursing, social work, or psychology, or shall meet similar educational requirements as prescribed by the Executive Director of TMA and shall have five years' administrative experience in the field of mental health.

(b) Professional staff who perform assessments and/or treat patients have a background in chemical dependency and, when applicable, experience in treating adolescents with substance use disorders.

ARTICLE 4

PAYMENT PROVISIONS

4.1 RATE STRUCTURE: DETERMINATION OF RATE

As specified in 32 CFR 199.14(a)(1)(ii)(F), effective for admissions on or after July 1, 1995, SUDRFs are subject to the Diagnosis-Related-Group-based (DRG-based) payment

system for inpatient rehabilitation services. For partial hospitalization care, SUDRFs are subject to the per-diem payment amounts calculated as specified in 32 CFR 199.14(a)(2)(ix)(C).

4.2 INPATIENT SUDRF SERVICES INCLUDED IN DRG PAYMENT

All normally covered inpatient services furnished to TRICARE/CHAMPUS beneficiaries by hospitals are subject to the TRICARE/CHAMPUS DRG-based payment system. For inpatient rehabilitation care, professional services are reimbursed separately according to 32 CFR 199.14(a)(3).

4.3 PARTIAL HOSPITALIZATION SUDRF 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 five psychotherapy sessions per week which may be allowed separately for individual or family psychotherapy when provided and billed by a TRICARE/CHAMPUS-authorized professional provider who is not employed by or under contract with the SUDRF), family therapy, routine nursing services, educational services, ancillary services (including art, music, dance, occupational, therapeutic, recreation, and other such therapies), psychological testing and assessments, social 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 a TRICARE/CHAMPUS-authorized independent professional provider not employed by or under contract with the SUDRF. This includes ambulance services when medically necessary for emergency transportation. Note: The facility may not enforce or control separate billing for professional services.

4.4 OTHER PAYMENT REQUIREMENTS

No payment is due for leave days, for days on which treatment is not provided, or for days on which the patient is absent from treatment (whether excused or unexcused). The SUDRF must identify those days when claiming reimbursement.

4.5 PREREQUISITES FOR PAYMENT

Provided that there shall first have been a submission of claims in accordance with TRICARE/CHAMPUS procedures, the SUDRF shall be paid on the basis of the allowance of the rate determined in accordance with the controlling TRICARE/CHAMPUS regulation (see Article 4.1) contingent upon certain conditions provided in the TRICARE/CHAMPUS regulation, the TRICARE/CHAMPUS Standards for Inpatient Rehabilitation and Partial Hospitalization for the Treatment of Substance Use Disorders, and in particular the following:

(a) The patient seeking admission is suffering from a mental disorder that meets both the diagnostic criteria of the current edition of the Diagnostic and Statistical Manual of

the American Psychiatric Association and the TRICARE/CHAMPUS definition of a mental disorder.

(b) The patient meets the criteria for admission to an SUDRF issued by the Executive Director, TMA.

(c) The medical and/or psychological necessity of the patient's admission is determined by a qualified mental health provider who meets TRICARE/CHAMPUS requirements as an individual professional provider, and who is permitted by law and by the facility to refer patients for admission.

(d) A qualified mental health professional who meets TRICARE/CHAMPUS 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 individual, group, or family psychotherapy, and psychological testing and assessment are provided by or under the supervision of a qualified mental health provider who meets TRICARE/CHAMPUS requirements as an individual professional provider (see Article 3.3(h) above).

(f) TMA or a designee has precertified all inpatient or partial hospitalization care rendered to the patient.

(g) The patient meets eligibility requirements for TRICARE/CHAMPUS coverage.

4.6 TRICARE/CHAMPUS-DETERMINED RATE AS PAYMENT IN FULL

(a) The SUDRF agrees to accept the TRICARE/CHAMPUS rate determined pursuant to the TRICARE/CHAMPUS regulation (see Article 4.1, above) as the total charge for services furnished by the SUDRF to TRICARE/CHAMPUS beneficiaries. The SUDRF agrees to accept the TRICARE/CHAMPUS rate even if it is less than the billed amount, and also agrees to accept the amount paid by TRICARE/CHAMPUS, combined with the cost-share amount and deductible, if any, paid by or on behalf of the beneficiary, as full payment for the SUDRF services. The SUDRF agrees to make no attempt to collect from the beneficiary or beneficiary's family, except as provided in Article 4.6(a), amounts for SUDRF services in excess of the TRICARE/CHAMPUS rate.

(b) The SUDRF agrees to submit all claims as a participating provider. TMA agrees to make payment of the TRICARE/CHAMPUS-determined rate directly to the SUDRF for any care authorized under this agreement.

(c) The SUDRF agrees to submit claims for services provided to TRICARE/CHAMPUS beneficiaries at least every 30 days (except to the extent a delay is necessitated by efforts to first collect from other health insurance). If claims are not submitted at least every 30 days, the SUDRF agrees not to bill the beneficiary or the beneficiary's family for any amounts disallowed by TRICARE/CHAMPUS.

4.7 TRICARE/CHAMPUS AS SECONDARY PAYOR

(a) The SUDRF is subject to the provisions of 10 U.S.C., Section 1079(j)(1). The SUDRF must submit claims first to all other insurance plans and/or medical service or health plans under which the beneficiary has coverage before to submitting a claim to TRICARE/ CHAMPUS.

(b) Failure to collect first from primary health insurers and/or sponsoring agencies is a violation of this agreement, may result in the denial or reduction of payment, and may result in a false claim against the United States. It may also result in termination by TMA of this agreement pursuant to Article 12.

4.8 COLLECTION OF COST-SHARE

(a) The SUDRF agrees to collect from the TRICARE/CHAMPUS beneficiary or the parents or guardian of the TRICARE/CHAMPUS beneficiary only those amounts applicable to the patient's deductible and/or cost-share, as defined in 32 CFR 199.4, and services and supplies that are not a benefit of TRICARE/CHAMPUS.

(b) The SUDRF's failure to collect or to make diligent effort to collect the beneficiary's cost-share as determined by TRICARE/CHAMPUS policy is a violation of this agreement, may result in the denial or reduction of payment, and may result in a false claim against the United States. It may also result in termination by TMA of this agreement pursuant to Article 12 of this agreement.

4.9 BENEFICIARY'S RIGHTS

If the SUDRF fails to abide by the terms of this participation agreement or the TRICARE/CHAMPUS Standards for Inpatient Rehabilitation and Partial Hospitalization for the Treatment of Substance Use Disorders and TMA or its designee either denies the claim or claims and/or terminates the agreement as a result, the SUDRF agrees to forego its rights, if any, to pursue the amounts not paid by TRICARE/CHAMPUS from the beneficiary or the beneficiary's family.

ARTICLE 5

RECORDS AND AUDIT PROVISIONS

5.1 ON-SITE AND OFF-SITE REVIEWS/AUDITS

The SUDRF grants the Executive Director, TMA or authorized representative(s), 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 SUDRF that would confirm compliance with this agreement and designation as a TRICARE-authorized provider.

(b) Conduct audits of SUDRF 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 United States for services provided to TRICARE/CHAMPUS beneficiaries. TMA or a designee shall have full access to records of both TRICARE/ CHAMPUS and non-TRICARE/CHAMPUS patients.

(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 SUDRF and interviewing employees, members of the staff, contractors, board members, volunteers, and patients, as may be required.

(e) Release copies of final review reports if requested under the Freedom of Information Act.

5.2 RIGHT TO UNANNOUNCED INSPECTION OF RECORDS

(a) TMA and its authorized agents shall have the authority to visit and inspect the SUDRF at all reasonable times on an unannounced basis.

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

5.3 CERTIFIED COST REPORTS

Upon request, the SUDRF shall furnish TMA or a designee the audited cost reports certified by an independent auditing agency.

5.4 RECORDS REQUESTED BY TMA

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

5.5 FAILURE TO COMPLY

Failure to allow audits/reviews and/or to provide records constitutes a material breach of this agreement. It may result in the denial or reduction of payment, termination of this agreement pursuant to Article 12, and any other appropriate action by TMA.

ARTICLE 6

NONDISCRIMINATION

6.1 NONDISCRIMINATION

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

ARTICLE 7

AMENDMENT

7.1 AMENDMENT BY TMA

(a) The Executive Director, TMA, or a designee may amend the terms of this participation agreement by giving 120 days' notice in writing of the amendment(s) <u>except</u> amendments to the TRICARE/CHAMPUS regulation, 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 TRICARE/CHAMPUS regulation through rulemaking procedures, the Executive Director, TMA, or designee, is not required to give 120 days' written notice. Amendments to this agreement resulting from amendments to the TRICARE/CHAMPUS regulation shall become effective on the date the regulation amendment is effective or the date this agreement is amended, whichever date is earlier.

(b) The SUDRF, if it concludes it does not wish to accept the proposed amendment(s), including any amendment resulting from amendment(s) to the TRICARE/CHAMPUS regulation accomplished through rulemaking procedures, may terminate its participation as provided for in Article 12.3, below. However, if the SUDRF's notice of intent to terminate its participation is not given at least 60 days before the effective date of the proposed amendment(s), then the proposed amendment(s) shall be incorporated into this agreement for SUDRF care furnished between the effective date of the amendment(s) and the effective date of termination of this agreement.

ARTICLE 8

CHANGE OF OWNERSHIP

8.1 ASSIGNMENT BARRED

This agreement is nonassignable.

8.2 AGREEMENT ENDS

(a) Unless otherwise extended as specified in Article 8.3(c), below, this agreement ends as of 12:01 a.m. on the date following 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 percent or more ownership constitutes a change of ownership.

(2) The merger of the SUDRF 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 a change of ownership. The transfer of corporate stock or the merger of another corporation into the SUDRF corporation, however, does not constitute change of ownership. The transfer of title to property of the SUDRF corporation to another corporation(s), and the use of that property for the rendering of substance use treatment by the corporation(s) receiving it is a change of ownership.

(3) The lease of all or part of a SUDRF or a change in the SUDRF's lessee constitutes change of ownership.

8.3 NEW AGREEMENT REQUIRED

(a) If there is a change of ownership of a SUDRF as specified in Article 8.2(b), then the new owner, in order to be a TRICARE/CHAMPUS-authorized substance use disorder rehabilitation facility must enter into a new agreement with TMA. The new owner is immediately 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 SUDRF contemplating or negotiating a change of ownership must notify TMA in writing at least 30 days before the effective date of the change. At the discretion of the Executive Director, TMA, or designee, this agreement may remain in effect until a new participation agreement can be signed to provide continuity of coverage for beneficiaries. A SUDRF that has provided the required 30 days' advance written notification of a change of ownership may seek an extension of this agreement's effect for a period not to exceed 180 days from the date of the transfer of ownership. Failure to provide 30 days' advance written notification of a change of ownership will result in a denial of a request for an extension of this agreement and the termination of this agreement upon transfer of ownership as specified in Article 8.2(a) above.

(c) Prior to a transfer of ownership of a SUDRF, the new owners may petition TMA 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 Executive Director, TMA, or a designee will review the SUDRF to ensure that it is in compliance with TRICARE/CHAMPUS requirements.

ARTICLE 9

REPORTS

9.1 INCIDENT REPORTS

Any serious occurrence involving a TRICARE/CHAMPUS beneficiary, outside the normal routine of the substance use disorder rehabilitation facility, must be reported to TMA, Operations Directorate (DO), and/or a designee, as follows:

(a) An incident of a patient death, life-threatening accident, suicide attempt, patient disappearance, incident of cruel or abusive treatment, or any equally dangerous situation involving a TRICARE/CHAMPUS beneficiary, shall be reported by telephone on the next business day with a written report within seven 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.

(d) When a TRICARE/CHAMPUS beneficiary is absent without leave and is not located within 24 hours, the incident shall be reported by telephone on the next business day. If the patient is not located within three days, a written report shall be made to TMA within seven days.

9.2 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 days to TMA, Operations Directorate.

9.3 REPORTS OF SUDRF CHANGES

The governing body or the administrator of the facility shall submit in writing to TMA, Operations Directorate, any significant proposed changes within the SUDRF no later than thirty (30) day prior to the actual date of change. 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 10

GENERAL ACCOUNTING OFFICE

10.1 RIGHT TO CONDUCT AUDIT

The SUDRF grants the United States General Accounting Office the right to conduct audits.

ARTICLE 11

APPEALS

11.1 APPEAL ACTIONS

Appeals of TMA actions under this agreement, to the extent they present an appealable issue and are allowed under the TRICARE/CHAMPUS regulation, will be pursuant to 32 CFR 199.10 and 32 CFR 199.15.

ARTICLE 12

TERMINATION

12.1 PROCEDURE FOR TERMINATION OF AGREEMENT BY TMA

The Executive Director, TMA, or designee, may terminate this agreement in accordance with procedures for termination of institutional providers as specified in 32 CFR 199.9.

12.2 BASIS FOR TERMINATION OF AGREEMENT BY TMA

(a) In addition to any authority under the TRICARE/CHAMPUS regulation to terminate or exclude a provider, the Executive Director, TMA, or a designee may terminate this agreement for cause, upon 30 days' written notice, if the SUDRF:

(1) Is not in compliance with the requirements of the Dependents Medical Care Act, as amended (10 USC 1071 et seq.), the TRICARE/CHAMPUS regulation (32 CFR 199), the TRICARE/CHAMPUS Standards for Inpatient Rehabilitation and Partial Hospitalization for Treatment of Substance Use Disorders, 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 agreement.

(3) Fails to allow audits/reviews and/or to provide records as required by Article 5 of this agreement.

(4) Fails to comply with nondiscrimination provisions of Article 6 of this agreement.

(5) Changes ownership as set forth in Article 8 of this agreement.

(6) Fails to provide incident reports, disaster or emergency reports, or reports of SUDRF changes, as set forth in Article 9 of this agreement.

(7) Initiates a program change without written approval by TMA or a designee; program changes include but are not limited to: changes in the physical location, population served, capacity, type of license, expansion of program(s), or development of new program(s).

(8) Does not admit a TRICARE/CHAMPUS beneficiary during any consecutive 24-month period.

(9) Suspends operations for a period of 120 days or more.

(10) Is determined to be involved in provider fraud or abuse, as established by TRICARE/CHAMPUS regulation (32 CFR 199.9). This includes the submission of falsified or altered TRICARE/CHAMPUS claims or medical records which misrepresent the type, frequency, or duration of services or supplies.

(b) The Executive Director, TMA may terminate this agreement without prior notice in the event that the SUDRF's failure to comply with the TRICARE/CHAMPUS Standards for Inpatient Rehabilitation and Partial Hospitalization for Treatment of Substance Use Disorders presents an immediate danger to life, health, or safety.

12.3 TERMINATION OF AGREEMENT BY THE SUDRF

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

ARTICLE 13

RECOUPMENT

13.1 RECOUPMENT

TMA shall 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.

ARTICLE 14

ORDER OF PRECEDENCE

14.1 ORDER OF PRECEDENCE

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

ARTICLE 15

DURATION

15.1 DURATION

This agreement will remain in effect up to five years from the effective date (see Article 16) unless terminated earlier by TMA or the SUDRF under Article 12. TMA may extend this agreement for 60 days beyond the established date if necessary to facilitate a new agreement.

15.2 REAPPLICATION

The SUDRF must reapply after the automatic expiration of this agreement if it wishes to continue as a TRICARE/CHAMPUS-authorized SUDRF. Failure to reapply will result in the automatic expiration of this agreement on the date specified in Article 17.

ARTICLE 16

EFFECTIVE DATE

16.1 EFFECTIVE DATE

(a) This participation agreement will be effective on the date signed by the Executive Director, TMA, or designee.

(b) This agreement must be signed by the Chief Executive Officer of the SUDRF.

ARTICLE 17

AUTHORIZED PROVIDER

17.1 TRICARE/CHAMPUS-PROVIDER STATUS

On the effective date of the agreement, TMA recognizes the SUDRF as an authorized provider for the purpose of providing substance use treatment to TRICARE/CHAMPUS-eligible beneficiaries within the framework of the program(s) identified below.

PROGRAM NAME	AGES	BEDS

_____
Substance Use Disorder Rehabilitation Facility Name

_____
Expiration Date

	TMA
_____	_____
By: Signature	By: Signature
_____	_____
Name and Title	Name and Title
Executed on:_____	Executed on:_____