Participation Agreement For Opioid Treatment Program Services

For TRICARE Providers

Corporate Name:

DBA: (If different than corporate name)

Address:

City: State: ZIP Code:

Mailing Address: (If different from location)

City: State: ZIP Code:

Telephone: Email:

Provider EIN: Provider NPI:

Facility Name:

Office Address:

City: State: ZIP Code:

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 by either email or mail:

Email: providerservices@triwest.com

Mail:

TriWest Healthcare Alliance
P.O. Box 42810
Phoenix, AZ 85080

ARTICLE 1 RECITALS

1.1 IDENTIFICATION OF PARTIES

This Participation Agreement is between the United States of America through the Department of War, Defense Health Agency, the administering activity for TRICARE

[ ]

and [ ],

(hereinafter designated the OTP).

1.2 AUTHORITY FOR OPIOID TREATMENT CARE

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

1.3 PURPOSE OF PARTICIPATION AGREEMENT

It is the purpose of this Participation Agreement to recognize the undersigned OTP as an authorized provider of opioid treatment 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 DHA Director, may include, but are not limited to, DHA staff, DOW 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 OTP services is the OTP's Employer's Identification Number (EIN). In most situations, each EIN must enter into a separate Participation Agreement with the DHA director or designee. This number must be used until the provider is officially notified by the DHA director or designee, of a change. The OTP'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 OTP 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 OTP formally releases the patient from active treatment 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. A substance use disorder (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 substance use disorders are common and assessment should proceed as soon as it is possible to distinguish the substance related symptoms from other independent conditions.

2.5 OPIOID TREATMENT PROGRAM (OTP)

(a) As defined by 32 CFR 199.2(b), an OTP is a service setting for opioid treatment, either free standing or hospital based, that adhere to the Department of Health and Human Services' (DHHS) regulations at 42 CFR Part 8 and use medications indicated and approved by the Food and Drug Administration (FDA). OTP treatment provides a comprehensive, individually tailored program of medication therapy integrated with psychosocial and medical treatment and support services that address factors affecting each patient, as certified by the Center for Substance Abuse Treatment (CSAT) of the Department of Health and Human Services' Substance Abuse and Mental Health Services Administration (SAMHSA). OTP treatment can include management of withdrawal symptoms (detoxification) from opioids and medically supervised withdrawal from maintenance medications. Patients receiving care for substance use and co-occurring disorders care can be referred to, or otherwise concurrently enrolled in, OTPs. Such programs must enter into a Participation Agreement with the DHA director or designee, and be accredited and in substantial compliance with a SAMHSA recognized state-certified program (see SAMHSA directory of OTPs). OTPs are differentiated from the following treatment programs:

(1) 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

(2) A 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)

(3) A partial hospitalization program (PHP), as defined in 32 CFR 199.2, 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 (see TPM, Chapter 11, Addendum E for the PHP Participation Agreement)

(4) 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)

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

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

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

(8) 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 OTP agrees to render opioid treatment services to eligible beneficiaries in need of such services, in accordance with this Participation Agreement and the 32 CFR 199. These services shall include patient assessment, case management, and such other services as are required by the 32 CFR 199.

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

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

3.2 LIMIT ON RATE BILLED

(a) The OTP agrees to limit charges for services to beneficiaries to the rate set forth in this agreement.

(b) The OTP 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 OTP hereby agrees to the following conditions:

(a) Be licensed to provide OTP services within the applicable jurisdiction in which it operates

(b) Be specifically accredited by and remain in compliance with standards issued by a SAMHSA recognized state-certified program (see the SAMHSA directory of OTPS)

(c) Accept the allowable OTP rate, as provided in 32 CFR 199.14(a) (2) (ix)(A) (3), as payment in full for services provided

(d) Comply with all requirements of 32 CFR 199.4 applicable to institutional providers generally concerning 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: OTPs 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 OTP.) All other program services will be provided by trained, licensed staff.

(f) 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

(g) Not bill the beneficiary for services excluded on the basis of 32 CFR 199.4(g)(1) (not medically or psychologically necessary), .(g).rn. (inappropriate level of care), or .(g) (Z) (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 OTP shall assure that any and all eligible beneficiaries receive opioid treatment services which comply with standards in Article 3.3.

(b) The OTP shall provide opioid treatment services in the same manner to beneficiaries as it provides to all patients to whom it renders services.

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

3.5 BILLING FORM

The OTP 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). OTPs shall identify opioid treatment care on the billing form in the remarks block by stating "OTP care."

3.6 COMPLIANCE WITH DHA UTILIZATION REVIEW ACTIVITIES UNDER THE TERMS OF THIS AGREEMENT, THE OTP SHALL:

(a) Appoint a single individual within the facility to serve as the point of contact for conducting utilization review activities with DHA, or its designee. The OTP 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 the clinical formulation, progress notes, and 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-day intervals, and at discharge (see Chapter 1, Section 5.1 for details); in compliance with TRICARE 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 and substance use disorder services rendered to a patient and the patient's family as part of the total treatment plan submitted by an approved OTP, and approved by the DHA Director, or a designee. The per diem rate will be as specified in 32 CFR 199.14(a) (2) (ix).

4.2 OTP SERVICES INCLUDED IN PER DIEM PAYMENT

(a) OTPs will be reimbursed based on the variability in the dosage and frequency of the drug being administered and in related supportive services.

(b) Methadone OTPs will be reimbursed the Lower of the billed charge or the weekly all-inclusive per diem rate (the weekly national all-inclusive rate adjusted for locality), including the cost of the drug and related services (i.e., the costs related to the initial intake/assessment, drug dispensing and screening and integrated psychosocial and medical treatment and support services). The bundled weekly per diem payments will be accepted as payment in full, subject to the outpatient cost sharing provisions under 32 CFR 199.4(f). The methadone per diem rate for OTPs will be updated annually by the Medicare update factor used for their Inpatient Prospective Payment System (IPPS).

(c) When providing other medications which are more Likely to be prescribed and administered in an office-based opioid treatment setting, but which are still available for treatment of substance use disorders in an outpatient treatment program setting, OTPs will be reimbursed on a fee-for-service basis (i.e., separate payments will be allowed for both the medication and accompanying support services), subject to the outpatient cost-sharing provisions under 32 CFR 199.4(f). OTPs' rates will be updated annually by the Medicare update factor used for their IPPS.

(d) The DHA Director, will have discretionary authority in establishing the reimbursement methodologies for new drugs and biologicals that may become available for the treatment of substance use disorders in OTPs. The type of reimbursement (e.g., fee-for-service versus bundled per diem payments) will be dependent on the variability of the dosage and frequency of the medication being administered, as well as the support services.

(e) Psychotherapy sessions and non-mental health related medical services not normally included in the evaluation and assessment of PHP, IOP, or OTPs, provided by authorized independent professional providers who are not employed by, or under contract with, PHP, IOP, or OTPs for the purposes of providing clinical patient care are not included in the per diem rate and may be billed separately. This includes ambulance services when medically necessary for emergency transport.

4.3 OTHER PAYMENT REQUIREMENTS

No payment is due for leave days, for days in which treatment is not provided, or for days on which the patient is absent from treatment (whether excused or unexcused).

4.4 PREREQUISITES FOR PAYMENT

Provided that there shall first have been a submission of claims in accordance with procedures, the OTP 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 substance use disorder, 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 an OTP issued by the DHA Director.

(c) A qualified mental health professional who meets requirements for individual professional providers and who is permitted by law and by the OTP recommends that the patient be admitted to the OTP.

(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(e)).

(f) The patient meets eligibility requirements for coverage.

4.5 DETERMINED RATE AS PAYMENT IN FULL

(a) The OTP 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 OTP to beneficiaries. The OTP 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 OTP services. The OTP agrees to make no attempt to collect from the beneficiary or beneficiary's family, except as provided in Article 4.6(a), amounts for IOP services in excess of the rate.

(b) The OTP agrees to submit all claims as a participating provider. DHA agrees to pay the determined rate directly to the OTP for any care authorized under this agreement.

(c) The OTP 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 OTP agrees not to bill the beneficiary or the beneficiary's family for any amounts disallowed.

4.6 TRICARE AS SECONDARY PAYOR

(a) The OTP is subject to the provisions of 10 United States Code (USC) Section 1079 (j)(1). The OTP must submit claims first to all other insurance plans and/or medical service or health plans under which the beneficiary has coverage before 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 7.

4.7 COLLECTION OF COST-SHARE

(a) The OTP agrees to collect from the beneficiary the beneficiary's parents or guardian 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 OTP'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 12.

4.8 BENEFICIARY RIGHTS

If the OTP fails to abide by the terms of this Participation Agreement and the DHA director or designee, either denies the claim or claims and/or terminates the agreement as a result, the OTP 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 RECORDS AND AUDIT PROVISIONS

5.1 ON-SITE AND OFF-SITE REVIEWS/AUDITS

The OTP grants the DHA Director [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 the following conditions:

(a) Examine fiscal and all other records of the OTP, which would confirm compliance with this agreement and designation as an authorized OTP provider

(b) Conduct audits of OTP 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 Government for services provided to beneficiaries. The DHA director 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 OTP facilities and interview employees, staff members, contractors, board members, volunteers, and patients, as may be required

(e) Release copies of final review reports (including reports of on-site reviews) under the Freedom of Information Act (FOIA)

5.2 RIGHT TO UNANNOUNCED INSPECTION OF RECORDS

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

(b) The OTP'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.

5.3 CERTIFIED COST REPORTS

Upon request, the OTP shall furnish the DHA director or designee, the audited cost reports certified by an independent auditing agency.

5.4 RECORDS REQUESTED BY DHA

Upon request, the OTP shall furnish the DHA director or designee, such records, including medical records and patient census records, that would allow the DHA director or 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 denial or reduction of payment, termination of this agreement pursuant to Article 12, and any other appropriate action by DHA.

ARTICLE 6 NONDISCRIMINATION

6.1 COMPLIANCE

The OTP 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, as well as all regulations implementing these Acts.

ARTICLE 7 AMENDMENT

7.1 AMENDMENT BY DHA

(a) The DHA director 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 will 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 DHA director or designee, is not required to give 120 calendar days' written notice. Amendments to this agreement resulting from amendments to the 32 CFR 199 will become effective on the date the regulation amendment is effective or the date this agreement is amended, whichever date is earlier.

(b) The OTP, 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 12.3. However, if the OTP'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) will be incorporated into this agreement for OTP care furnished between the effective date of the amendment(s) and the effective date of termination of this agreement.

ARTICLE 8 TRANSFER OF OWNERSHIP

8.1 ASSIGNMENT BARRED

This agreement is nonassignable.

8.2 AGREEMENT ENDS

(a) Unless otherwise extended as specified in Article 8.3(b), this agreement ends as of 12:01 a.m. 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 OTP 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 OTP corporation; however, does not constitute change of ownership. The transfer of title to property of the OTP 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 an OTP or a change in the OTP's lessee constitutes change of ownership.

8.3 NEW AGREEMENT REQUIRED

(a) If there is a change of ownership of an OTP as specified in Article 8.2(b), then the new owner, in order to be an authorized intensive outpatient 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) An OTP 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 DHA director or designee, this agreement may remain in effect until a new Participation Agreement can be signed to provide continuity of coverage for beneficiaries. An IOP 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 8.2(a).

(c) Before a transfer of ownership of an OTP, 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 a designee, will review the OTP to ensure that it is in compliance with 32 CFR 199.

ARTICLE 9 REPORTS

9.1 INCIDENT REPORTS

Any serious occurrence involving a beneficiary, outside the normal routine of the OTP (see 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 DHA, and/or a 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.

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 calendar days to DHA.

9.3 REPORTS OF OTP CHANGES

The governing body or the OTP administrator shall submit in writing to DHA any proposed significant changes within the OTP no later than 30 calendar days before 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 10 GENERAL ACCOUNTING OFFICE (GAO)

10.1 RIGHT TO CONDUCT AUDIT

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

ARTICLE 11 APPEALS

11.1 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 12 TERMINATION AND AMENDMENT

12.1 12.1 TERMINATION OF AGREEMENT BY DHA

The DHA director 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 DHA

(a) In addition to any authority under the 32 CFR 199.9 to terminate or exclude a provider, The DHA director or designee, may terminate this agreement upon 30 calendar days' written notice, for cause, if the OTP:

(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, the industry standards for OTPs, 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 5 of this Participation Agreement

(4) Fails to comply with nondiscrimination provisions of Article 6 of this Participation Agreement

(5) Changes ownership as set forth in Article 8 of this Participation Agreement

(6) Fails to provide incident reports, disaster or emergency reports, or reports of OTP changes as set forth in Article 9 of this Participation Agreement

(7) Initiates a program change without written approval by the DHA director or 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 DHA director or designee, may terminate this agreement without prior notice in the event that the OTP's failure to comply with the industry standards for OTPs presents an immediate danger to life, health, or safety.

12.3 TERMINATION OF AGREEMENT BY THE OTP

The OTP 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 OTP and DHA.

ARTICLE 13 RECOUPMENT

13.1 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 14 ORDER OF PRECEDENCE

14.1 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 15 DURATION

15.1 DURATION

This agreement will remain in effect until the expiration date specified in Article 17.1 unless terminated earlier by DHA, or the OTP under Article 12. DHA may extend this agreement for 60 calendar days beyond the established date if necessary to facilitate a new agreement.

15.2 REAPPLICATION

The OTP must reapply to DHA at least 90 calendar days before the expiration date of this agreement if it wishes to continue as an authorized OTP. Failure to reapply will result in the automatic termination of this agreement on the date specified in Article 17.1.

ARTICLE 16 EFFECTIVE DATE

16.1 EFFECTIVE DATE

(a) This Participation Agreement will be effective on the date signed by the DHA director or designee.

(b) This agreement must be signed by the President, Chief Executive Officer (CEO), or designee, of the OTP.

ARTICLE 17 AUTHORIZED PROVIDER

17.1 PROVIDER STATUS

On the effective date of the agreement, DHA recognizes the OTP as an authorized provider for the purpose of providing opioid treatment to eligible beneficiaries within the framework of the program(s) identified below.

If there is any conflict between this agreement and any Federal statute or Federal regulation, including the TRICARE regulation, 32 CFR 199 and Medicare Conditions of Participation (42 CFR 418), the statute or regulation controls.

OPIOID TREATMENT PROGRAM (OTP) NAME(S)	CAPACITY	AGE RANGE	DAYS OF OPERATION

Opioid Treatment Program (OTP) Facility Name:

Name:

Expiration Date:

By: Signature

Executed On:

Name and Title:

DHA

By: Signature

Executed On:

Name and Title:

