

## Participation Agreement For Intensive Outpatient Program (IOP) Pilot To Address Health Sequelae of Sexual Trauma

Revision: C-69, August 28, 2020

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**Corporate Name:** \_\_\_\_\_

**DBA:** \_\_\_\_\_

(If different from corporate name)

**Address:** \_\_\_\_\_

\_\_\_\_\_

**Mailing Address:** \_\_\_\_\_

(If different from location)

**Telephone:** \_\_\_\_\_

**Provider EIN:** \_\_\_\_\_

U. S. Department of Defense  
Defense Health Agency  
16401 East Centretch Parkway  
Aurora, Colorado 80011-9066

**TRICARE Operations Manual 6010.59-M, April 1, 2015**

Chapter 18, Addendum B

Participation Agreement For Intensive Outpatient Program (IOP) Pilot To Address Health Sequelae of Sexual Trauma

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**PARTICIPATION AGREEMENT FOR INTENSIVE OUTPATIENT PROGRAM (IOP)**

**Facility Name:**

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**Address:**

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**Telephone:**

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**Provider EIN:**

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**ARTICLE 1**

**RECITALS**

1.1 IDENTIFICATION OF PARTIES

This Participation Agreement is between the United States of America through the Department of Defense (DoD), Defense Health Agency (hereinafter DHA), the administering activity for TRICARE and \_\_\_\_\_ Intensive Outpatient Program (hereinafter designated the IOP).

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 IOP as an authorized provider of intensive outpatient care as part of the IOP Pilot for Psychological Health Sequelae of Sexual Trauma, 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 IOP services is the IOP'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 DHA or a designee of a change. The IOP'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 IOP 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 IOP formally releases the patient from intensive outpatient 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 INTENSIVE OUTPATIENT PROGRAM (IOP)

As defined by [32 CFR 199.2\(b\)](#), IOP is a treatment setting capable of providing an organized day or evening program that includes assessment, treatment, case management and rehabilitation for individuals not requiring 24-hour care for mental health disorders, to include SUDs, as appropriate for the individual patient. The program structure is regularly scheduled, individualized and shares monitoring and support with the patient's family and support system. Such programs must enter into a Participation Agreement with TRICARE, and be accredited and in substantial compliance for IOPs 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 Director, DHA. The contractor may submit (via the TRICARE Regional Office (TRO), the TRICARE Overseas Program Office (TOPO), or the Contracting Officer's Representative (COR) for the Uniformed Services Family Health Plan (USFHP)) additional accrediting organizations for TRICARE authorization, subject to approval by the Director, DHA. IOPs 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) A 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 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 F](#) for the PHP 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);

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- (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) Facilities that treat patients with primary psychotic diagnoses other than psychoactive substance use or dependence;
- (h) Facilities that care for patients with the primary diagnosis of mental retardation or developmental disability.

2.6 SEXUAL TRAUMA

For the purposes of this pilot project, sexual trauma is sexual harassment or sexual assault that has been documented in the member's medical record.

**ARTICLE 3**

**PERFORMANCE PROVISIONS**

3.1 GENERAL AGREEMENT

- (a) The IOP agrees to render IOP 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, treatment services, case management, and such other services as are required by the 32 CFR 199.
- (b) The IOP agrees that all certifications and information provided to the Director, DHA, 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 IOP 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 IOP shall not be considered an authorized provider nor will 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 IOP agrees to limit charges for services to beneficiaries to the rate set forth in this agreement.
- (b) The IOP 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 IOP hereby agrees to:

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

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- (b) Be specifically accredited by and remain in compliance with standards issued for IOPs by TJC, CARF, CoA, or an accrediting organization approved by the Director, 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 Director, DHA.
- (c) Accept the allowable IOP 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 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: IOPs 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 IOP.) 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), [\(g\)\(3\)](#) (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 IOP shall assure that any and all eligible beneficiaries receive intensive outpatient services which comply with standards in Article 3.3.
- (b) The IOP shall provide intensive outpatient services in the same manner to beneficiaries as it provides to all patients to whom it renders services.
- (c) The IOP shall not discriminate against beneficiaries in any manner including admission practices or provisions of special or limited treatment.

#### 3.5 BILLING FORM

The IOP 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). IOPs shall identify IOP care on the billing form in the remarks block by stating "IOP care."

#### 3.6 COMPLIANCE WITH DHA UTILIZATION REVIEW ACTIVITIES

Under the terms of this agreement, the OIP 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 IOP will inform DHA in writing of the designated individual.

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- (b) Promptly provide medical records and other documentation required in support of the utilization review process upon request by 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 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), Generalized Anxiety Disorder (GAD), and Major Depressive Disorder (MDD) using the PTSD Checklist (PCL), GAD-7, and Patient Health Questionnaire (PHQ)-8, respectively, at baseline, at 60-120 day intervals, and at discharge (see the TPM, [Chapter 1, Section 5.1](#) for details); in compliance with TRICARE standards and regulation.

**3.7 SPECIFIC CONDITIONS FOR PARTICIPATION IN THE IOP PILOT FOR PSYCHOLOGICAL HEALTH SEQUELAE OF SEXUAL TRAUMA**

- (a) The IOP shall report the following data on each beneficiary enrolled in the pilot, after removing patient identifying information. These outcomes shall be measured within seven days of treatment baseline, within three days of discharge (i.e., post-treatment), three months post-treatment, six months post-treatment and one year post-treatment. Data collected within 14 days of the scheduled follow-up is within allowance:
  - (i) PTSD - PCL
  - (ii) Depression - PHQ-8
  - (iii) Alcohol use - Alcohol Use Disorder Identification Test (AUDIT) or AUDIT-C
  - (iv) Functioning/Quality of Life (QOL) - QOL or World Health Organization (WHO) Disability Assessment Schedule or Veterans' Rand-12
  - (v) Brief narrative of family support/involvement.
- (b) The IOP shall conduct a patient assessment on admission which includes the assessment of each DSM accepted by the facility, and must, at a minimum, consist of a physical examination; psychiatric evaluation (to include medication evaluation); psychological assessment; assessment of physiological, biological and cognitive processes; developmental assessment; family history and assessment; social history and assessment; educational or vocational history and assessment; environmental assessment; screening or assessment and recreational/activities assessment. Screening or assessment of sexual dysfunction shall also be performed. Assessments conducted within seven days prior to admission to an IOP may be used if approved by the facility Medical Director, and deemed adequate to permit treatment planning by the IOP.
- (c) A written treatment discharge summary shall be provided by the participating IOP to the referring provider within three business days of discharge or program exit. The treatment summary shall list treatment groups attended, pre- and post-treatment outcome measures as defined above, information regarding patient engagement in treatment, and documentation of any suicidal or homicidal ideation during IOP treatment (along with any interventions delivered targeting suicidal or homicidal ideation).

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- (d) The IOP shall share clinical and community outreach best practices with other organizations and institutions participating in the pilot consistent with NDAA FY 2019, Section 702. Participation is specified as staff representation at minimally 75% of scheduled meetings and/or teleconferences related to the pilot (such meetings will occur no more frequently than monthly), timely responses to requests for information regarding best practices, and actively identifying and providing best practice knowledge generated from the IOP to the other participating partner IOPs.

**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 IOP, and approved by DHA or a designee. The per diem rate will be as specified in [32 CFR 199.14\(a\)\(2\)\(ix\)](#).

**4.2 IOP SERVICES INCLUDED IN PER DIEM PAYMENT**

The per diem payment amount must be accepted as payment in full for all institutional services provided, including 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 IOP), routine nursing services, 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 IOP. This includes ambulance services when medically necessary for emergency transportation

**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 IOP 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 an active duty service member suffering from a mental disorder which is the sequelae of sexual trauma, 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 IOP issued by the Director, DHA and specified in the TRICARE Operations Manual (TOM), [Chapter 18, Section 8](#).

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- (c) A qualified mental health professional who meets requirements for individual professional providers and who is permitted by law and by the IOP recommends that the patient be admitted to the IOP.
- (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 IOP 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 IOP to beneficiaries. The IOP 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 IOP services. The IOP 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 IOP agrees to submit all claims as a participating provider. DHA agrees to make payment of the determined rate directly to the IOP for any care authorized under this agreement.
- (c) The IOP agrees to submit claims for services provided to beneficiaries at least every 30 days (except to the extent delay is necessitated by efforts to first collect from other health insurance). The IOP agrees not to bill the active duty service member for any amounts disallowed.

**4.6 BENEFICIARY RIGHTS**

If the IOP 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 IOP 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 IOP grants the Director, DHA [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 will 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 IOP which would confirm compliance with this agreement and designation as an authorized IOP provider.

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- (b) Conduct audits of IOP 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 beneficiaries. The Director, DHA, or a designee shall 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 and 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 IOP 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).

#### 5.2 RIGHT TO UNANNOUNCED INSPECTION OF RECORDS

- (a) DHA and its authorized agents shall have the authority to visit and inspect the IOP at all reasonable times on an unannounced basis.
- (b) The IOP'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 IOP shall furnish DHA or a designee the audited cost reports certified by an independent auditing agency.

#### 5.4 RECORDS REQUESTED BY DHA

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

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**ARTICLE 6**

**NONDISCRIMINATION**

6.1 COMPLIANCE

The IOP 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 Director, DHA, or designee may amend the terms of this Participation Agreement by giving 120 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 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 IOP, 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 IOP's notice of intent to terminate its participation is not given at least 60 days prior to the effective date of the proposed amendment(s), then the proposed amendment(s) shall be incorporated into this agreement for IOP 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.

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8.2 AGREEMENT ENDS

- (a) Unless otherwise extended as specified in Article 8.3(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 IOP 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 IOP corporation, however, does not constitute change of ownership. The transfer of title to property of the IOP 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 IOP or a change in the IOP's lessee constitutes change of ownership.

8.3 NEW AGREEMENT REQUIRED

- (a) If there is a change of ownership of an IOP 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 IOP contemplating or negotiating a change in ownership must notify DHA in writing at least 30 days prior to the effective date of the change. At the discretion of the Director, DHA, or a 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 days' advance 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 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) Prior to a transfer of ownership of an IOP, 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 IOP to ensure that it is in compliance with 32 CFR 199.

**ARTICLE 9**

**REPORTS**

**9.1 INCIDENT REPORTS**

Any serious occurrence involving an active duty service member, outside the normal routine of the IOP (see the TOM, [Chapter 7, Section 4](#)), shall be reported to the referring military providers and/or Military Treatment Facility (MTF)/Enhanced Multi-Service Market (eMSM) 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 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 days to DHA.

**9.3 REPORTS OF OTP CHANGES**

The governing body or the administrator of the IOP shall submit in writing to DHA any proposed significant changes within the IOP no later than 30 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.

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**ARTICLE 10**

**GENERAL ACCOUNTING OFFICE**

10.1 RIGHT TO CONDUCT AUDIT

The IOP grants the United States General Accounting Office (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 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](#).

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 Director, DHA, or a designee may terminate this agreement upon 30 days' written notice, for cause, if the IOP:
- (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, 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 IOP changes as set forth in Article 9 of this Participation Agreement.

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- (7) Initiates a program change without written approval by 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 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 IOP's failure to comply with the industry standards for IOPs presents an immediate danger to life, health, or safety.

**12.3 TERMINATION OF AGREEMENT BY THE IOP**

The IOP 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 days from the date of notification of intent to terminate or, upon written request, as agreed between the IOP and DHA.

**ARTICLE 13**

**RECOUPMENT**

**13.1 RECOUPMENT**

DHA 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 199.14](#).

**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.

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**ARTICLE 15**

**DURATION**

15.1 DURATION

This agreement shall remain in effect until August 1, 2021 or the expiration date specified in Article 17.1 whichever is earlier unless terminated earlier by DHA or the IOP under Article 12. DHA may extend this agreement for 60 days beyond the established date if necessary to facilitate a new agreement.

15.2 REAPPLICATION

The IOP must reapply to DHA at least 90 days prior to the expiration date of this agreement if it wishes to continue as an authorized IOP. 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 Director, DHA, or a designee.
- (b) This agreement must be signed by the President, Chief Executive Officer (CEO), or designee of the IOP.

**ARTICLE 17**

**AUTHORIZED PROVIDER**

17.1 PROVIDER STATUS

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

<b>INTENSIVE OUTPATIENT PROGRAM (IOP) NAME(S)</b>	<b>CAPACITY</b>	<b>AGE RANGE</b>	<b>DAYS OF OPERATION</b>

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\_\_\_\_\_  
**Intensive Outpatient Program (IOP) Facility Name**

\_\_\_\_\_  
Expiration Date

DHA

\_\_\_\_\_  
By: Signature

\_\_\_\_\_  
By: Signature

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Name and Title

Executed on: \_\_\_\_\_

Executed on: \_\_\_\_\_

- END -

