



TRICARE South Region
 Provider Data Management
 P.O. Box 7039
 Camden, SC 29020-7039
 Fax 803-462-3986

Toll-Free: 1-800-403-3950

TRICARE
 INSTITUTIONAL PROVIDER APPLICATION

FACILITY NAME: _____

FEDERAL TAX NO: _____ NPI # _____

Office Tele. No:(_____)_____ - _____ Billing Tele. No:(_____)_____ - _____

OFFICE LOCATION (Street Address): MAILING ADDRESS (If different):

Is the facility Medicare certified: ____ YES ____ NO If yes:

CERTIFICATION NO. (ORIGINAL): _____ CATEGORY: _____

ORIGINAL CERT. DATE: __/__/__ CURRENT CERT. DATES __/__/__ TO __/__/__

Is the facility JCAHO certified: ____ YES ____ NO If yes:

JCAHO CLASSIFICATION: _____

ORIGINAL CLASS. DATE: __/__/__ CURRENT CLASS. DATES __/__/__ TO __/__/__

STATE LICENSE CLASSIFICATION (ORIGINAL): _____

ORIGINAL LICENSE DATE: __/__/__ CURRENT LICENSE DATES __/__/__ TO __/__/__

*** YOU MUST ATTACH COPIES OF MEDICARE, JCAHO AND STATE LICENSING. ***

Is your facility classified as a:

____ Sole Community Hospital (attach proof of Medicare Classification)

____ Children's Hospital

____ Teaching Facility, Please complete the following:

Number of Beds, excluding exempt unit _____

Number of Intern/Residents at most recent Fiscal Year end _____

Residential Treatment Facilities (RTC), Substance Use Disorder Rehabilitation Facilities (SUDRF) and Psychiatric Partial Hospitalization Programs (PHP) must be certified by the Colorado Foundation for Medical Care. Their address is:

Colorado Foundation for Medical Care
 Attention: Geralyn A. Keane, R.N.
 Programs Manager, TSO Contract
 PO Box 17300
 Denver, CO 80217-0300





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HEALTH PROGRAM BENEFIT AGREEMENT

In order to receive payment under TRICARE Management Activity (TMA),
 _____ dba _____ as the
 provider of services agrees:

(A) to accept as payment for inpatient services provided to eligible beneficiaries, the TRICARE determined allowable amount. This amount will be determined in accordance with the requirements of DoD 6010.8-R as published in the FEDERAL REGISTER on September 1, 1987.

(B) to refrain from billing the TRICARE eligible beneficiary for amounts which exceed the TRICARE determined allowable amount except for services not covered by TRICARE as described in DoD 6010.8-R and for amounts which constitute the TRICARE beneficiary's liability for cost-share and deductible.

TMA agrees:

(A) to pay the hospital the full allowable amount less any applicable cost-share and deductible amounts.

This agreement shall be binding on the provider and TMA upon submission by the provider of acceptable assurance of compliance with title VI of the Civil Rights Act of 1973 as amended, and upon acceptance by the Director, TMA, or his designee.

This agreement shall be effective until terminated by either party. The effective date shall be the date the agreement is signed by TMA.

The agreement may be terminated by either party by giving the other party written notice of termination. Such notice of termination is to be received by the other party no later than 30 days prior to the date of termination. In the event of transfer of ownership, this agreement is assigned to the new owner, subject to the conditions specified in this agreement and pertinent regulations.

FOR PROVIDER OF SERVICES BY:

FOR TMA BY:

 NAME

 NAME

 TITLE

 DATE

 TITLE

 DATE





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An Assistant Surgeon is a physician, dentist or podiatrist acting within the scope of their license who actively assists the operating surgeon in the performance of a covered surgical service. Physician assistants are also recognized as assistant surgeons under TRICARE. TRICARE benefits are allowable only when the assistant surgeon is considered **MEDICALLY NECESSARY**. Services of an assistant surgeon are considered medically necessary when the surgical procedure is of the complexity and seriousness as to warrant a surgical assistant (other than the surgical nurse or other such operating room personnel) and interns, residents or other hospital staff are **NOT** available to provide surgical assistance.

The operating surgeon must certify in writing to the nonavailability of a qualified intern, resident or other hospital physician. In lieu of the operating surgeon's certification, the hospital may certify that they do not have internal staff available at any time to perform the services of assistant surgeons.

If the statement below pertains to your facility, we will document our files accordingly. Please return this form with the signature of an authorized hospital representative with the enclosed application package.

I _____, CERTIFY THAT THE FACILITY NOTED BELOW HAS NO INTERNAL STAFF AVAILABLE AT ANY TIME TO PERFORM THE SERVICES OF ASSISTANT SURGEON.

SIGNATURE TITLE DATE

NAME OF FACILITY: _____



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TRICARE
BIRTHING CENTER QUESTIONNAIRE

1. NAME: _____
Physical Location (Street Address): _____ Billing Address (If different): _____

TELEPHONE NUMBER: _____ EMERGENCY NUMBER: _____

2. THE TYPE OF LEGAL ORGANIZATION OF THE CENTER: _____

3. FEDERAL TAX IDENTIFICATION NUMBER: _____

4. NATIONAL PROVIDER IDENTIFIER (NPI): _____

5. CHIEF OPERATING OFFICER: _____ TITLE: _____

NAME AND BUSINESS ADDRESS OF EACH MEMBER OF THE CENTER'S GOVERNING BODY:

(Attach additional sheet if more space is needed)

SUBMIT LEGIBLE PHOTOCOPIES WITH THIS QUESTIONNAIRE OF THE FOLLOWING:

- A. All current operating licenses.
- B. Most recent notice of accreditation.
- C. Most recent of each required memorandum of understanding (MOU).
- D. Any supplementary information as may be required on a case by case to determine the safety and appropriateness of the Center's operation.

I have completed this questionnaire to the best of my ability and knowledge and certify it is true and correct.

(PRINT NAME)

(DATE)

(SIGNATURE)

(TITLE)



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BIRTHING CENTER CHECKLIST

- _____ Completed Institutional Application
- _____ Completed Birthing Center Application
- _____ Signed Participation Agreement
- _____ Name of Chief Operating Officer
- _____ Name of Liaison
- _____ Type of Legal Organization
- _____ Names and Addresses of Governing Bodies
- _____ Medicare Certification (Optional)
- _____ State License (Required)
- _____ Accreditation (Required, one of the following)
 - _____ JCAHO (Joint Commission or Accreditation of Healthcare Organizations)
 - _____ AAAHC (Accreditation Association for Ambulatory Health Care, Inc.)
 - _____ The Commission for the Accreditation for Freestanding Birth Centers
- _____ MOU - - Physician (Obstetrics-Gynecology) & Midwives
- _____ MOU - - Physician (Pediatrics)
- _____ MOU - - Hospital
- _____ MOU - - Ambulance



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PARTICIPATION AGREEMENT FOR
FREESTANDING OR INSTITUTION-AFFILIATED
BIRTHING CENTER
MATERNITY CARE SERVICES FOR TRICARE BENEFICIARIES

FACILITY

ADDRESS

ADDRESS

TELEPHONE

TRICARE ASSIGNED BILLING NUMBER

TRICARE Management Activity (TMA)
United States Department of Defense
Aurora, Colorado 80045-6900

HUMANA MILITARY
HEALTHCARE SERVICES



A Legacy of Service



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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, TRICARE Management Activity (hereinafter TMA), a field activity of the Office of the Secretary of Defense, the administering activity for the TRICARE and _____ doing business as _____ (hereinafter designated birthing center or BC).

1.2 Authority for Birthing Center (BC) Care

The implementing regulations for the TRICARE, 32 Code of Federal Regulations Part 199, provides that the TRICARE may share the cost of maternity care usual for a low-risk pregnancy and uncomplicated birth provided by a BC under certain conditions.

1.3 Intent of Agreement

It is the intent of this participation agreement to recognize the undersigned BC as a TRICARE authorized provider of certain maternity care services, subject to terms and conditions of this agreement.

ARTICLE 2

DEFINITIONS

2.1 Admission

The formal acceptance by a TRICARE authorized institutional provider of a TRICARE beneficiary for the purpose of diagnosis and treatment of illness, injury, pregnancy, or mental disorder.

2.2 Authorized TMA Representatives

The authorized representative(s) of the Director, TMA, may include, but are not limited to, TMA staff, Department of Defense personnel, Health and Human Services audit staff and TMA contractors, including contractor consultants, such as private sector accounting/audit firm(s).

2.3 Back-Up Hospital(s)

A hospital which is otherwise eligible as a TRICARE institutional provider and which is fully capable of providing emergency care to a patient who develops complications beyond the scope of services of a given category of TRICARE-authorized freestanding institutional provider and which is accessible from the site of the TRICARE-authorized freestanding institutional provider within an average transport time acceptable for the types of medical emergencies usually associated with the type of care provided by the freestanding facility.

2.4 Billing Number

The unique number assigned to a specific birthing center by the contractor which is used by the birthing center to identify all claims for reimbursement from the TRICARE.





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2.5 Birthing Center

A birthing center is a free-standing or institution-affiliated outpatient maternity care program which principally provides a planned course of outpatient prenatal care and outpatient childbirth service limited to low risk pregnancies; excludes care for high-risk pregnancies; limits childbirth to the use of natural childbirth procedures; and provides immediate newborn care.

2.6 Birthing Room

A room and environment designed and equipped to provide care, to accommodate support persons, and within which a woman with a low-risk, normal, full-term pregnancy can labor, deliver, and recover with her infant.

2.7 Discharge

A discharge occurs at the time that the BC formally releases the beneficiary-patient from patient status; or when the beneficiary-patient is admitted to an acute medical hospital upon transfer from the BC.

2.8 Free-standing

Not “institution-affiliated” or “institution-based.”

2.9 High-Risk Pregnancy

A pregnancy is high-risk when the presence of a currently active or previously treated medical, anatomical, or physiological illness or condition may create or increase the likelihood of a detrimental effect on the mother, fetus, or newborn and presents a reasonable possibility of the development of complications during labor or delivery.

2.10 Institution-affiliated

Related to a TRICARE-authorized institutional provider through a shared governing body but operating under a separate and distinct license or accreditation.

2.11 Institution-based

Related to a TRICARE-authorized institutional provider through a shared governing body and operating under a common license and shared accreditation.

2.12 Jurisdictional FI

The TRICARE fiscal intermediary responsible for the geographic area in which the birthing center is located.

2.13 Low-risk Pregnancy

A pregnancy is low-risk when the basis for the ongoing clinical expectation of a normal uncomplicated birth, as defined by reasonable and generally accepted criteria of maternal and fetal health, is documented throughout a generally accepted course of prenatal care.



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2.14 Most-favored Rate

The lowest usual charge to any individual or third-party payer in effect on the date of the admission of a TRICARE beneficiary.

2.15 Natural Childbirth

Childbirth without the use of chemical induction or augmentation of labor or surgical procedure other than episiotomy or perineal repair.

ARTICLE 3

PERFORMANCE PROVISIONS

3.1 General Agreement

(a) The BC agrees to render maternity care services to eligible TRICARE beneficiaries in need of such services, in accordance with this participation agreement and the TRICARE regulation; and,

(b) Participate in TRICARE and accept payment for maternity services based upon the reimbursement methodology for birthing centers; and,

(c) Notify the Operations Directorate (DO), TMA, 16401 East Centretech Parkway, Aurora, CO 80011-9043, in writing, within seven (7) calendar days of the emergency transport of any TRICARE/CHAMPUS beneficiary from the center to an acute care hospital or of the death of any TRICARE beneficiary in the center.

3.2 Billings

Billings by the BC are subject to all regulatory limits, including but not limited to the requirements that the care be medically necessary.

3.3 Accreditation and Standards

The BC hereby certifies that:

(a) It is accredited by a nationally recognized accreditation organization whose standards and procedures have been determined to be acceptable by the Director, TMA, or a designee; and,

(b) It is in compliance with TRICARE Birthing Center Standards; and,

(c) It is licensed as a birthing center where such license is available, or is specifically licensed as a type of ambulatory health care facility where birthing center specific license is not available; and,

(d) It meets all applicable licensing or certification requirements that are extant in the state, county, municipality, or other political jurisdiction in which the center is located.



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3.4 Appointment of Liaisons

The BC shall designate an individual who will act as liaison for TRICARE inquiries. The TRICARE jurisdictional FI shall be informed in writing of the designated individual.

3.5 Quality of Care

Under the terms of this agreement, the BC shall:

(a) Assure that each eligible TRICARE beneficiary receives care which complies with the underlying standards and requirements in Article 3.3; and,

(b) Provide services in the same manner to TRICARE beneficiaries as it provides to all patients to whom it renders services; and,

(c) Not discriminate against TRICARE beneficiaries in any manner, including admission practices, placement in special or separate wings or rooms, or provisions of special or limited treatment.

ARTICLE 4

PAYMENT PROVISIONS

4.1 Rate Structure

(a) Reimbursement for maternity care furnished by an authorized birthing center shall be limited to the lower of the TRICARE established all-inclusive rate or the center's most-favored all-inclusive rate.

(b) The all-inclusive rate shall include the following to the extent that they are usually associated with a normal pregnancy and childbirth: laboratory studies, prenatal management, labor management, delivery, post-partum management, newborn care, birth assistant, certified nurse-midwife professional services, physician professional services, and the use of the facility.

(c) The TRICARE established all-inclusive rate is equal to the sum of the TRICARE area prevailing professional charge for total obstetrical care for a normal pregnancy and delivery and the sum of the average TRICARE allowable institutional charges for supplies, laboratory, and delivery room for a hospital inpatient normal delivery.

(d) Extraordinary maternity care services, when otherwise authorized, may be reimbursed at the lesser of the billed charge or the TRICARE allowable charge.

(e) Reimbursement for an incomplete course of care will be limited to claims for professional services and tests where the beneficiary has been screened but rejected for admission into the birthing center program, or where the beneficiary has been admitted but is discharged from the birthing center program prior to delivery. These charges will be adjudicated by TRICARE as individual professional services and items.

(f) The beneficiary's share of the total reimbursement to a birthing center is limited to the costshare amount plus the amount billed for non-covered services and supplies.



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4.2 TRICARE Determined Rate as Payment in Full

(a) The BC agrees to accept the TRICARE allowed amount determined pursuant to Article 4.1, above, as the total charge for all-inclusive care for a normal pregnancy and uncomplicated childbirth and for any TRICARE approved extraordinary services or items. The BC agrees to accept the TRICARE rate even if it is less than the billed amount, and also agrees to accept the amount paid by TRICARE, combined with the cost-share amount and deductible, if any, paid by or on behalf of the beneficiary-patient, as full payment for the rendered services and supplies. The BC agrees to make no attempt to collect from the beneficiary-patient, as full payment for the rendered services and supplies. The BC agrees to make no attempt to collect from the beneficiary-patient (or sponsor), except as provided in Article 4.4 (a), amounts for services and supplies in excess of the TRICARE allowed amount.

(b) TMA agrees to make any benefits payable directly to the BC.

4.3 TRICARE as Secondary Payor

(a) The BC shall comply with the TRICARE provisions for double coverage set forth in 32 CFR 199.8. The BC shall submit claims first to all other insurance plans and/or medical service or health plans under which the beneficiary has coverage prior to submitting a claim to TRICARE.

(b) Failure to collect first from primary health insurers and/or sponsoring agencies may result in denial or reduction of payment. It may also result in termination by TMA of this agreement pursuant to Article 7.

4.4 Collection of Cost Share

(a) The BC agrees to collect from the TRICARE beneficiary or the parents or guardian of the TRICARE beneficiary only those amounts applicable to the beneficiary cost-share as defined in 32 CFR 199.4 and services and supplies which are not a benefit of TRICARE.

(b) Failure of the BC to collect or to make diligent effort to collect the beneficiary's cost-share as determined by TRICARE policy is a violation of this agreement, which may result in denial or reduction of payment, and, if willful, may be considered a false claim against the United States government. It may also result in termination by TMA of this agreement pursuant to Article 7.

4.5 Beneficiary Rights

If the BC fails to abide by the terms of this participation agreement and TMA or its designee either denies the claim or claims and/or terminates the agreement, as a result of the BC's breach, the BC 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 and Audits





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The BC grants the Director, TMA {or authorized representative(s)}, the right to conduct quality assurance audits or accounting (record) audits with full access to patients and records. The audits may be conducted on a scheduled or unscheduled (unannounced) basis. This right to audit and/or review includes, but is not limited to:

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

(b) Conduct such audits of BC records including clinical, financial, and census records, as may be necessary to determine the nature of the services being provided, and the basis for charges and claims against the United States for services provided TRICARE beneficiaries.

(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 BC and to interview employees, members of the staff, contractors, board members, volunteers, and patients, as may be required.

5.2 Audited Cost Reports

Upon request, the BC shall furnish TMA (and authorized designees) audited cost reports certified by an independent auditing agency.

5.3 Records

The BC shall furnish TMA, when requested, such records, including medical records and patient census records, that would allow TMA to determine the quality and cost-effectiveness of care rendered.

5.4 Failure to Provide Records

Failure to allow audits/reviews and/or to provide records constitutes a material breach of this agreement.

ARTICLE 6

NONDISCRIMINATION

6.1 Compliance

The BC agrees to comply with 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).

ARTICLE 7

TERMINATION AND AMENDMENT

7.1 Termination of Agreement by TMA

The Director, TMA, or a designee, may terminate this agreement:

(a) Upon 30 days written notice, for cause, if:





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(1) The BC is not complying substantially with the provisions of this agreement or with requirements set forth in the Dependents Medical Care Act, as amended (10 USC 1071-1093), or its implementing regulations; or

(2) The BC no longer meets the conditions of participation as established under the Act, its implementing regulations, or the TRICARE standards for birthing centers.

(b) Upon 48 hours notice, either written or oral:

(1) In the event that the BC's failure to comply with the TRICARE standards for birthing centers presents an immediate danger to life, health or safety.

(2) Based on a determination of provider fraud or abuse, as established by TRICARE regulation.

7.2 Termination of Agreement by the BC

The BC may terminate this agreement by giving the Director, TMA, or designee, written notice of such intent to terminate at least 60 calendar days in advance of the effective date of termination.

7.3 Amendment by TMA

(a) The Director, TMA, or designee, may amend the terms of this participation agreement by giving 120 days notice in writing of the proposed amendment(s).

(b) The BC may, if it concludes it does not wish to accept proposed amendment(s), terminate its participation as provided for in Article 7.2.

7.4 Claims Processing and Recoupment

The notice provisions in this article do not limit TMA'S authority to suspend claims processing or seek recoupment of claims previously.

ARTICLE 8

TRANSFER OF OWNERSHIP

8.1 Assignment Barred

This agreement is nonassignable.

8.2 New Agreement Required

(a) If there is a change of ownership of a BC as specified in Article 8.2 (b), then the new owner, in order to be a TRICARE authorized birthing center, must enter into a new agreement with TMA except as provided in Article 8.2 (c). 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.



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(b) Change of Ownership

(1) The change in owner(s) that has (have) 50 percent or more ownership constitutes change in ownership.

(2) The merger of the BC corporation (profit or nonprofit) into another corporation, or the consolidation of two or more corporations, resulting in the creation of a new corporation, constitutes change in ownership. However, transfer of corporate stock or the merger of another corporation into the BC corporation does not constitute change of ownership. The transfer of title to property of the BC corporation to another corporation(s), and the use of that property for the rendering of birthing center care by the corporation(s) receiving it is essential for a change of ownership.

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

(c) A birthing center contemplating or negotiating a change in ownership must notify TMA in writing at least thirty (30) days prior to the effective date of the change. At the discretion of the Director, TMA, or the Director's designee, this agreement may remain in effect until a new participation agreement can be signed to provide continuity of coverage for beneficiaries.

ARTICLE 9

GENERAL ACCOUNTING OFFICE

9.1 Right to Conduct Audit

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

ARTICLE 10

APPEALS

10.1 Appeal Actions

Appeals of TMA actions under this agreement, to the extent they are allowable, will be pursuant to 32 CFR 199.10.

ARTICLE 11

EFFECTIVE DATE

11.1 Date Signed

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





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ARTICLE 12

AUTHORIZED PROVIDER

12.1 Date Recognized

On the effective date of the agreement, TMA recognizes the BC as an authorized provider for purposes of providing birthing center services to TRICARE eligible beneficiaries.

Birthing Center
By: _____
Signature

Typed Name

Typed Title
Executed on _____, 20 _____

TMA
By: _____
Signature

Typed Name

Typed Title
Executed on _____, 20 _____



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UB-04 "Signature on File Form" For TRICARE Claims

Beginning January 1, 2008, all UB-04 paper claim submissions for TRICARE must include a signature on the claim form in order to process. The provider signature should be applied in the "Remarks Field" (FL80) of the UB-04 claim form.

However, if you would like to eliminate the need to apply a signature in the remarks field on each and every claim submitted please complete this form and return it to the fax number provided.

IN order to prevent delays in processing your TRICARE claims we are offering this "Signature on File Form."

Please provide the information requested below and fax this form to the PGBA fax number listed. Once received at PGBA, this completed form will be retained and applied for future claim submissions from your facility thus eliminating the need to apply a signature to each individual claim filed.

Facility Name: _____

Facility Tax Identification Number: _____

Signature of Authorized
Representative: _____

Please fax the completed form to: 803-462-3986

Signature on this form certifies that any changes submitted by the facility on a UB-04 are true, accurate and correct. Signature on this form meets the policy requirement from TRICARE Operations Manual Chapter 8, Section 10, as stated below and negates the need for a signature in block 80 of the UB-04.

"The signature of the non-network provider, or an acceptable facsimile, is required on all participating claims. The provider's signature block Form Locator (FL) has been eliminated from the CMS 1450 UB-04. As a work around, the National Uniform Billing Committee (NUBC) has designated FL 80, Remarks, as the location for the signature, if signatures on file requirements do not apply to the claim. If a non-network participating claim does not contain an acceptable signature, return the claim."

