



16010 North 28th Avenue
Phoenix, Arizona 85053
Main: 1-888-TRIWEST (874-9378)
www.triwest.com

TriWest Healthcare Alliance Corp. would like to take this opportunity to thank you for your desire to care for TRICARE beneficiaries. Providing quality health care helps ensure that active duty service members, military retirees and their family members are well served. Deployed service members especially take great comfort knowing their family members' health care is secure.

TriWest has made accessing information about the TRICARE program on www.triwest.com/provider easy and convenient for you and your business office staff. Once registration is authenticated, you have direct access to the secure provider portal, allowing you to:

- Verify patient eligibility
- Submit referrals/authorizations online
- Determine status of referrals/authorizations
- Submit claims online
- View claims and check claim status
- Download Explanations of Benefits

In addition, www.triwest.com/provider has several resources located to help you find information regarding TRICARE reimbursement rates, referrals and authorizations, claims and reimbursement, TRICARE programs and benefits, Electronic Data Interchange (EDI), the Resource Library, and more!

Here are some other sources that are designed to assist you in providing care to beneficiaries:

- The **Interactive Voice Response (IVR) system** is available 24-7 by calling 1-888-TRIWEST (874-9378). An IVR Tips Guide is available in the Resource Library at www.triwest.com/provider to guide you through the process.
- **TRICARE Field Representative (TFR)** You may call 1-888-TRIWEST (874-9378) to request the assistance of your local TFR if you need assistance with the TRICARE certification process or if you require education regarding TRICARE.
- **TriWest's eSeminars** offer the convenience of learning about TRICARE programs in the comfort of your office, home or any location with Internet access at a time most convenient to you. Go to www.triwest.com/provider to take an eSeminar.
- **Filing Claims: Electronic Data Interchange (EDI)** Wisconsin Physicians Service (WPS) staff is skilled in implementing EDI strategies with a variety of provider specialties, billing services, and software vendors. Choosing one of their electronic data interchange (EDI) options assures you ample assistance throughout the claims filing process. The EDI edit systems are designed to minimize data entry errors before claims are passed to the WPS processing system. EDI claims are generally processed and paid very quickly.

Thank you again for your interest in providing care to TRICARE beneficiaries in the West Region. For additional information on registering for the secure provider portal, submitting your claims online and signing up to receive ERA, refer to www.triwest.com/provider, or call 1-800-782-2680 (EDI Help Desk).

A handwritten signature in black ink that reads "Lisa Stevens". The signature is written in a cursive, flowing style.

Vice President, Provider Services
TriWest Healthcare Alliance

BIRTHING CENTER QUESTIONNAIRE

Date of Request ___/___/___

Name of Facility: _____

Telephone # (____) _____

Federal Tax ID # _____

Fax # (____) _____

National Provider Identifier (NPI) # _____

Medicare # _____

Office Location (Street Address):

Billing Address (If Different)

LICENSE # _____

Temporary/Limited

Please complete and return this questionnaire regarding your Birthing Center Facility.

1. Copy of the facilities state license or certification (if required by state statutes).

2. The type of legal organization of the center: _____

3. Who owns and operates the facility:

Name _____

Address _____

City _____ State _____ Zip Code _____

4. Name and title of the Chief Operating Officer: _____

5. A routine and emergency phone number for the Chief Operating Officer:

_____ Routine _____ Emergency

6. Name and business address of each member of the center's governing body:

(Attach additional sheet if more than space allotted)

Legible photocopies of the following should be submitted with this questionnaire:

- A. All current operating licenses.
- B. Most recent notice of accreditation - JCAHO - AAAHC - AFBC.
- C. Most recent of each required memorandum of understanding (MOU).
- D. Completed copy of Participation Agreement for freestanding or institution-affiliated Birthing Center Maternity care services for TRICARE beneficiaries.
- E. Any supplementary information as may be required to determine the safety and appropriateness of the centers operation.

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

_____	_____
Signature	Date
_____	_____
Printed Name	Title

Please return to:

WPS TRICARE Provider Certification
P.O. Box 8730
Madison, WI 53708-8730

Please notify us of any changes related to your provider file information (name, address, specialty, tax number, group affiliations, etc.)

19874-097-0906

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

Facility _____

Address _____

City, State Zip _____

Telephone Number

TRICARE Assigned Billing Number

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

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 of 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.

2.5 Birthing Center

A birthing center is a freestanding 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 Freestanding

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 Fiscal Intermediary (FI)

The TRICARE fiscal intermediary that is 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.

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 devices, 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 Centretch Parkway, Aurora, Colorado 80011-9043, in writing, within seven (7) calendar days of the emergency transport of any TRICARE 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

- (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 then reimbursement methodology for birthing centers, and
- (c) Notify the Operations Directorate (DO), TMA, 16401 East Centretch Parkway, Aurora, Colorado 80011-9043, in writing, within seven (7) calendar days of the emergency transport of any TRICARE beneficiary from the center to an acute care hospital or of the death of any TRICARE beneficiary in the center.
- (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.

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 cost-share amount plus the amount billed for non-covered services and supplies.

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 (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 Payer

- (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

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/review and/or 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:

- (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 OR OWNERSHIP

8.1 Assignment Barred

This agreement is non-assignable.

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.

(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 corporation, 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 sue 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

APPEAL

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.

ARTICLE 12

AUTHORIZED PROVIDER

12.1 Date Recognized

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

Birthing Center

TMA

By: _____
Signature

By: _____
Signature

Typed Name

Typed Name

Typed Title

Typed Title

Executed on: _____, 20____

Executed on: _____, 20 ____

AUTHORIZED SIGNER

If a provider elects to use a facsimile signature (rubber stamp) or allow a representative to sign his/her name for certification of the services rendered, it is a TRICARE requirement that we have an authorization from the provider.

Hospital/Clinic Name: _____ Hospital/Clinic IRS Tax Number: _____

Address: _____ City, State, Zip: _____

Each of the below named representatives of this organization are hereby authorized to complete and sign all claim forms required by TRICARE and any related documentation that might be required by fiscal administrators of TRICARE on behalf of all physicians, dentists and other allied science professional staff members for authorized services, care and treatment rendered in the hospital or clinic to TRICARE patients.

The undersigned understands that this is continuing authorization and that the data on such claim forms is entered with the same authority, accuracy and effect as though executed by a member of the professional staff on whose behalf the form is completed. We understand that this authorization shall remain in effect until cancelled or modified in writing by the undersigned or our successors in office.

The agents' signatures and typed names and official titles with the organization as authorized above are as follows:

Signature Printed Name Official Title

Signature Printed Name Official Title

Signature of President (or other authorized officer of the governing body of the hospital, clinic or association) Date

COMPUTER GENERATED FACSIMILE OR RUBBER STAMP AUTHORIZATION

Name: _____ NPI #: _____ IRS Tax#: _____

Address: _____ City, State, Zip: _____

_____ being first duly sworn, deposes and says: I hereby authorize Wisconsin Physicians Service Insurance Corporation to accept my facsimile or stamp signature, shown below, as my true signature for all purposes under the TRICARE program in the same manner as if it were my actual signature.

Actual Signature (Facsimile or Stamp Signature)

Subscribed and sworn to before me this _____ (date) day of _____ (month), 20_____ .

NOTARY PUBLIC IN AND FOR _____

county, state of _____ , my commission expires _____ (SEAL)