

## TRICARE NON-NETWORK BIRTHING CENTER APPLICATION

*We expect providers to submit claims electronically. If it is necessary to submit a paper claim, the only acceptable forms are the approved **red and white** NUCC 1500 (02-12) form and the NUBC UB-04 (CMS -1450) forms. These forms must include the instructions on the back page.*

**Please submit the completed application package to:**

**Fax: 844-730-1373**

**or**

**Mail to:**

**TRICARE West**

**Provider Data Management**

**PO Box 202106**

**Florence, SC 29502-2106**

*Health Net Federal Services offers payments and remittances by National Provider Identifier (NPI) number. **The NPI billed on the claim will determine where payment and remittance will be sent.** It is critical the information provided matches how your office will file claims. Inconsistent data will negatively impact claims payment.*

*If your business requires multiple mailing/payment addresses, please provide an NPI for each. **If you have more than one NPI, you must complete a separate application for each NPI number.***



**TRICARE NON-NETWORK BIRTHING CENTER APPLICATION**

Facility Name: \_\_\_\_\_

Federal Tax Number: \_\_\_\_\_

NPI# \_\_\_\_\_

|                                     |                               |
|-------------------------------------|-------------------------------|
| Facility Location (Street Address): | Billing Address for this NPI: |
| _____                               | _____                         |
| _____                               | _____                         |
| _____                               | _____                         |

Telephone Number: \_\_\_\_\_

Date legal entity established: \_\_\_\_\_

Is the facility MEDICARE certified? \_\_\_\_ Yes \_\_\_\_ No

Certification Number: \_\_\_\_\_

Original Certification Date: \_\_\_\_\_

Current Certification Dates: \_\_\_\_\_ TO \_\_\_\_\_

**\*\*Please submit a copy of the Medicare certification**

Is the facility accredited by at least ONE of the following organizations?

JCAHO (Joint Commission on Accreditation of Healthcare Organizations) \_\_\_\_ Yes \_\_\_\_ No

AAAHC (Accreditation Association for Ambulatory Health Care, Inc.) \_\_\_\_ Yes \_\_\_\_ No

The Commission for the Accreditation of Freestanding Birth Centers \_\_\_\_ Yes \_\_\_\_ No

**\*\*Please submit a copy of the most recent accreditations**

State License: \_\_\_\_\_

Original License Date: \_\_\_\_\_

Current Certification Dates: \_\_\_\_\_ TO \_\_\_\_\_

**\*\*Please submit a copy of the state license.**

1. Name and Title of Chief Operating Office (COO):

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2. The Type of Legal Organization of the facility:

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3. Name and Business Address of Each Member of the Center's Governing Body:  
(Attach additional pages if necessary)

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4. Please submit a legible photocopy of the most recent written Memorandum of Understanding (MOU) for routine consultation and emergency care with an obstetrician-gynecologist who is certified or is eligible for certification by the American Board of Obstetrics and Gynecology, who has admitting privileges to at least one backup hospital. In lieu of a required MOU, the center may employ a physician with the required qualifications. Each MOU must be renewed annually **\*\*REQUIRED\*\***

5. Please submit a legible photocopy of the most recent written Memorandum of Understanding (MOU) for routine consultation and emergency care with a pediatrician who is certified or eligible for certification by the American Board of Pediatrics or by the American Osteopathic Board of Pediatrics, who has admitting privileges to at least one backup hospital. In lieu of a required MOU, the center may employ a physician with the required qualifications. Each MOU must be renewed annually. **\*\*REQUIRED\*\***

6. Please submit a legible photocopy of the most recent written Memorandum of Understanding (MOU) with at least one backup hospital which documents that the hospital will accept and treat any woman or newborn transferred from the center who is in need of emergency obstetrical or neonatal medical care. In lieu of this MOU with a hospital, a birthing center may have an MOU with a physician, who otherwise meets the requirements as a TRICARE individual professional provider, and who has admitting privileges to a backup hospital capable of providing care for critical maternal and neonatal patients as demonstrated by a letter from the hospital qualifying the scope and expected duration of the admitting privileges granted by the hospital to the physician. The MOU must be renewed annually. **\*\*REQUIRED\*\***

7. Please submit a legible photocopy of the most recent written Memorandum of Understanding (MOU) with at least one ambulance service which comments that the ambulance service is routinely staffed by qualified personnel who are capable of the management of critical maternal and neonatal patients during transport and which specifies the estimated transport time to each backup hospital in which the center has arranged for emergency treatment as required in paragraph above. Each MOU must be renewed annually. **\*\*REQUIRED\*\***



8. I have completed this application to the best of my ability and knowledge and certify it is true and correct. Furthermore, I understand that the Birthing Center shall not be a TRICARE authorized institutional provider and TRICARE benefits shall not be paid for any service provided by the Birthing Center before the date the participation agreement is signed by the Deputy Director, Defense Health Agency (DHA), or a designee.

\_\_\_\_\_  
(Signature of Chief Executive Officer)      (Date)

\_\_\_\_\_  
(Printed Name)      (Title)

\_\_\_\_\_  
(TIN)      (NPI)

NOTE: An incomplete application may result in the denial of TRICARE authorization for the facility. For additional assistance, please contact us at our toll-free customer service number or visit [www.tricare-west.com](http://www.tricare-west.com).



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

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FACILITY

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ADDRESS

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ADDRESS

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TELEPHONE

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TRICARE ASSIGNED BILLING NUMBER

Defense Health Agency (DHA)  
16401 East Centretch Parkway  
Aurora, Colorado 80011-9066

## ARTICLE 1

### RECITALS

#### 1.1 IDENTIFICATION OF PARTIES

This Participation Agreement is between the United States of America through the Department of Defense, Defense Health Agency (hereinafter DHA), a field activity of the Office of the Secretary of Defense, the administering activity for the TRICARE/Civilian Health and Medical Program of the Uniformed Services (CHAMPUS) and \_\_\_\_\_ 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 DHA REPRESENTATIVES

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

#### 2.3 BACK-UP HOSPITAL

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 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 CONTRACTOR

The TRICARE contractor 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 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), DHA, 16401 East Centretech Parkway, Aurora, CO 80011-9066, in writing, within seven 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

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 Deputy Director, DHA, 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.

#### 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, 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) DHA 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 DHA 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 DHA 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 DHA 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 Deputy Director, DHA [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 DHA (and authorized designees) audited cost reports certified by an independent auditing agency.

## 5.3 RECORDS

The BC shall furnish DHA, when requested, such records, including medical records and patient census records that would allow DHA 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 DHA

The Deputy Director, DHA, 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 Deputy Director, DHA, 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 DHA

(a) The Deputy Director, DHA, 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 DHA'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 DHA 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 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 DHA in writing at least thirty (30) days prior to the effective date of the change. At the discretion of the Deputy Director, DHA, 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 DHA 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 Deputy Director, DHA, or a designee.

## ARTICLE 12

### AUTHORIZED PROVIDER

#### 12.1 DATE RECOGNIZED

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

#### TRICARE PERFORMANCE PROVISIONS FOR INSTITUTIONAL PROVIDERS

Provider shall provide Covered Services to Beneficiaries in accordance with the following terms:

- To cooperate with Health Net Federal Services (HNFS) in the assumption and conduct of review activities.
- To allocate adequate space for the conduct of on-site review.
- To deliver to HNFS a paper or electronic copy of all required information within 30 calendar days of a request for off-site review.
- To provide all beneficiaries, in writing, their rights and responsibilities (e.g., “An Important Message from TRICARE” (TOM Ch.7, Addendum A), “Hospital Issued Notice of Noncoverage” (TOM Ch. 7, Addendum B).
- To inform HNFS within three working days if they issue a notice that the beneficiary no longer requires inpatient care.
- To assure that each case subject to preadmission/preprocedure review has been reviewed and approved by the contractor.
- To agree, when they fail to obtain certification as required, that they will accept full financial liability for any admission subject to preadmission review that was not reviewed and is subsequently found to be medically unnecessary or provided at an inappropriate level (32 CFR 199.15(g)).
- To agree to provide such medical and other records and such review data and other information as may be required or requested under a Quality Management and Improvement program within ten (10) days of receipt of notice at no cost to the requesting HNFS entity.
- HNFS will provide detailed information on the review process and criteria used, including financial liability incurred by failing to obtain preauthorization.



\_\_\_\_\_  
Birthing Center Facility

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Title

Executed on \_\_\_\_\_, 20 \_\_\_\_

\_\_\_\_\_  
TIN

\_\_\_\_\_  
NPI

\_\_\_\_\_  
DHA or Designee

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Title

Executed on \_\_\_\_\_, 20 \_\_\_\_



**Non-Network UB-04 “Signature on File” for TRICARE Claims Form**

Please complete the following information and return by fax to 844-730-1373

This form serves the purpose of the signature requirements indicated in the TRICARE Operations Manual (Chapter 8, Section 4, Paragraph 10.0.)

“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 signature on file requirements do not apply to the claim. If a non-network participating claim does not contain an acceptable signature, return the claim.”

I, \_\_\_\_\_ hereby authorize PGBA, LLC / Health Net  
(print/type name here)

Federal Services in the state of South Carolina to accept my signature shown below as my true signature for all claim submissions for the facility indicated below.

Facility Name: \_\_\_\_\_

Facility Tax Identification Number: \_\_\_\_\_

Facility NPI Number: \_\_\_\_\_

Facility Physical Address: \_\_\_\_\_

Facility Phone Number: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_