

Participation Agreement for Autism Care Demonstration (ACD) Corporate Services Provider (ACSP)/Sole Provider practices

Name of ACSP/Sole Provider practice: _____

Address: _____

City: _____ State: _____ ZIP: _____

Telephone: _____

Tax Identification Number (TIN) or Social Security Number (SSN): _____

Article 1

Recitals

1.1 IDENTIFICATION OF PARTIES

This Comprehensive Autism Care Demonstration (ACD) Corporate Services Provider (ACSP)/Sole Provider Participation Agreement (“Participation Agreement”) is between the United States of America (USA) through the Defense Health Agency (DHA), an agency of the Office of the Assistant Secretary of Defense (Health Affairs) (OASD(HA)) and

doing business as _____ (hereinafter ACSP/Sole Provider).

1.2 AUTHORITY FOR ACSPs/SOLE PROVIDERS AS TRICARE-AUTHORIZED PROVIDERS

The authority to designate ACSPs/Sole Providers as authorized TRICARE providers resides with the Department of Defense (DoD) Demonstration authority under *10 USC 1092*. This authority ceases upon termination of the Comprehensive Autism Care Demonstration Project (“Demonstration”) as determined by the Director, DHA, or designee.

1.3 PURPOSE OF PARTICIPATION AGREEMENT

The purpose of this Participation Agreement is to:

- (a) Establish the undersigned ACSP/Sole Provider as an authorized provider of Applied Behavior Analysis (ABA) services;
- (b) Establish the terms and conditions that the undersigned ACSP/Sole Provider must meet to be an authorized provider under the Demonstration.

Article 2

References

2.1 REQUIREMENTS

By reference, the requirements set forth in the TRICARE Operations Manual (TOM), Chapter 18, Section 3, are incorporated into this Participation Agreement and shall have the same force and effect as if fully set out herein. In addition, the provider must:

- (a) Attend an annual provider education provided by the TRICARE Managed Care Support Contractors (MCSCs), Uniformed Services Family Health Plans (USFHP) Designated Providers (DPs), or the TRICARE overseas contractor.
- (b) Incorporate discharge summaries and planning into every Treatment Plan (TP). The provider cannot abruptly stop/terminate services for any reason to a beneficiary. All discharges or cessation of services require a minimum of a 30 calendar day transition/discharge plan.
- (c) If the ACSP/Sole Provider terminates services with any beneficiary for any reason, the ACSP/Sole Provider must notify the contractor a minimum of 45 calendar days prior to termination.

2.2 GENERAL AGREEMENT

- (a) The undersigned ACSP/Sole Provider agrees to render clinically appropriate ABA services to eligible beneficiaries as specified in the TOM, Chapter 18, Section 3.
- (b) Comply with all applicable TRICARE authorization requirements before rendering designated services or items for which TRICARE cost-share/copayment may be expected.
- (c) Signing of this Participation Agreement attests that the ACSP/Sole Provider has reviewed and agrees to comply with the requirements set forth in the TOM, Chapter 18, Section 3.

Article 3

Reimbursement

- 3.1** Claims for Demonstration services will be submitted electronically on a Centers for Medicare and Medicaid Services (CMS) 1500 Claim Form by the ACSP/Sole Provider in accordance with the TOM, Chapter 18, Section 3.
- 3.2** The ACSP/Sole Provider shall:
- (a) Submit claims to the appropriate TRICARE contractor, USFHP DP, or TRICARE overseas contractor in accordance with the TOM, Chapter 18, Section 3; and
 - (b) Collect the sponsor cost-share in accordance with TOM, Chapter 18, Section 3; and
 - (c) Not bill the sponsor/beneficiary for:
 - (1) Services for which the provider is entitled to TRICARE reimbursement;
 - (2) Services not clinically necessary and appropriate for the clinical management of the presenting illness, injury, or disorder;
 - (3) Services for which a provider would be entitled to payment but for a reduction or denial in payment as a result of quality review; and
 - (4) Services that are denied or recouped due to provider non-compliance with all applicable requirements in the TOM, Chapter 18, Section 3.

Article 4

Records and Audit Provisions

- 4.1** The ACSP/Sole Provider grants the Director, DHA [or authorized representative(s)], the right to conduct on-site or off-site reviews or 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 ACSP/Sole Provider which would confirm compliance with this agreement and designation as an authorized ACSP/Sole Provider under the ACD.
 - (b) Conduct audits of ACSP/Sole Provider records including administrative and clinical records to determine the nature of the services being provided, and the basis for charges and claims against the United States (US) for services provided to beneficiaries. The Director, DHA, or a designee shall have full access to records of TRICARE beneficiaries.
- 4.2 RECORDS REQUESTED BY DHA**
Upon request, the ACSP/Sole Provider shall furnish DHA or a designee such records, including administrative and medical records, that would allow DHA or a designee to determine the quality and cost-effectiveness of care rendered.
- 4.3 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 5, and any other appropriate action by DHA.

Article 5

Term, Termination and Amendment

- 5.1 TERM**
The term of this agreement shall begin on the date this agreement is signed and shall continue in effect until terminated or superseded as specified herein.

5.2 TERMINATION OF AGREEMENT BY DHA

- (a) The Director, DHA, or designee, may terminate this agreement upon written notice, for cause, if the ACSP/Sole Provider is found not to be in compliance with the provisions set forth in TOM, Chapter 18, Section 3, or is determined to be subject to the administrative remedies involving fraud, abuse, or conflict of interest as set forth in 32 CFR 199.9. Such written notice of termination shall be an initial determination for purposes of the appeal procedures set forth in 32 CFR 199.10.
- (b) In addition, the Director, DHA, or designee, may terminate this agreement without cause by giving the ACSP/Sole Provider written notice not less than 45 days prior to the effective date of such termination.

5.3 TERMINATION OF AGREEMENT BY THE ACSP/SOLE PROVIDER

The ACSP/Sole Provider may terminate this agreement by giving the Director, DHA, or designee, written notice not less than 45 calendar days prior to the effective date of such termination. Effective the date of termination, the ACSP/Sole Provider will cease being a TRICARE-authorized provider of Demonstration services. Subsequent to termination, an ACSP/Sole Provider may be reinstated as a TRICARE-authorized provider of Demonstration services only by entering into a new Participation Agreement.

5.4 AMENDMENT BY DHA

- (a) The Director, DHA, or designee, may amend the terms of this Participation Agreement by giving 120 calendar days notice in writing of the proposed amendment(s) except when necessary to amend this agreement from time to time to incorporate changes to the TOM, Chapter 18, Section 3 and 32 CFR 199. When changes or modifications to this agreement result from changes to the 32 CFR 199 through rulemaking procedures, the Director, DHA, or designee, is not required to give 120 calendar days written notice. Any such changes to 32 CFR 199 shall automatically be incorporated herein on the date the regulation amendment is effective.
- (b) An ACSP/Sole Provider who does not accept the proposed amendment(s), including any amendment resulting from changes to the TOM, Chapter 18, Section 3 and 32 CFR 199 accomplished through rulemaking procedures, may terminate its participation as provided for in this Article. However, if the ACSP/Sole Provider notice of intent to terminate its participation is not given at least 30 calendar days prior to the effective date of the proposed amendment(s), the proposed amendment(s) shall be incorporated into this agreement for services furnished by the ACSP/Sole Provider between the effective date of the amendment(s) and the effective date of termination of this agreement.

Article 6

Effective date

6.1 DATE SIGNED

This Participation Agreement is effective on the date signed by the Director, DHA or designee.

DHA

By: Signature: _____

Name and title: _____

Executed on: _____

ACSP/Sole Provider

By: Signature: _____

Name and title: _____