TRICARE noncovered services waiver

TRICARE Operations Manual (TOM) 6010.62-M, April 2021 Ch. 5, Sec. 1, Para.10.0. A network provider may not require payment from the beneficiary for any excluded or excludable services that the beneficiary received from the network provider (i.e. the beneficiary will be held harmless) except as follows:

- If the beneficiary did not inform the provider that he or she was a TRICARE beneficiary, the provider may bill the beneficiary for services provided.
- If the beneficiary was informed that the services were excluded or excludable and he/she agreed in advance in writing to pay for the services, the provider may bill the beneficiary.
- An agreement to pay must be evidenced by the written consent of the beneficiary to pay for the excluded services.
- General agreements to pay, such as those signed by the beneficiary at the time of admission, are not evidence that the beneficiary knew specific services were excluded or excludable. **Services include but not limited to**:
- Certified marriage and family therapists (both network and non-network), in their participation agreements with TRICARE, agree to hold eligible beneficiaries harmless for non-covered care.
- The beneficiary shall be entitled to a full refund of any amount paid by the beneficiary for the excluded services, including any deductible and cost-share amounts, provided the beneficiary informed the network provider (or the network or non-network certified marriage and family therapist) that he or she was a TRICARE beneficiary, and did not agree in advance to pay for the services after having been informed that the services were excluded or excludable.
- The beneficiary shall be refunded any payments made by the beneficiary or by another party on behalf of the beneficiary (excluding an insurer or provider) for the excluded services.
- The beneficiary, or other party making payment on behalf of the beneficiary, must request a refund in writing from the contractor by the end of the sixth month following the month in which payment was made to the provider or by the end of the sixth month following the month in which the Peer Review Organization (PRO), or the DHA advised the beneficiary that he or she was not liable for the excludable services.
- The time limit may be extended where good cause is shown. For a list of excluded or excludable services refer to: *TRICARE Policy Manual (TPM) 6010.63-M, April 2021. Authority: 32 CFR 199.4.*

Date: _____

Sponsor name: _____ Sponsor ID: _____

Patient name: _____ Patient ID: _____

Service description

Procedure: _____

_____

Diagnosis: _____

_____

Approximate cost: _____ Date of service: _____

Provider name: _____ TIN: _____

Address: _____

City: _____ State: _____ ZIP Code: _____

(Continued on next page)

Humana Military | TRICARE®

TRICARE is administered in the East Region by Humana Military.
TRICARE is a registered trademark of the Department of Defense, Defense Health Agency. All rights reserved. XPAF0126-A

TRICARE noncovered services waiver

Date: _____

Physician signature: _____

I hereby affirm that I have been informed and I understand that these services are excluded or excludable under the TRICARE program and therefore all costs associated with these services are not an allowable expense under the TRICARE program. By signing the TRICARE noncovered services waiver, I am hereby agreeing in advance, in writing, to accept full financial responsibility for all costs associated with the noncovered medical services, described in this document under "Service Description" and performed by the named TRICARE network provider.

Patient signature: _____ Date: _____

Patient name: _____ Date: _____

Beneficiary/legal guardian signature: _____ Date: _____

Witness signature: _____ Date: _____

Humana Military | TRICARE®

TRICARE is administered in the East Region by Humana Military.
TRICARE is a registered trademark of the Department of Defense, Defense Health Agency. All rights reserved. XPAF0126-A