

PARTICIPATION AGREEMENT FOR CORPORATE SERVICES PROVIDER (CSP)

NAME OF EIA SUPERVISOR

OFFICE ADDRESS:

TELEPHONE

CHAMPUS PROVIDER BILLING No.

ARTICLE 1

RECITALS

1.1 IDENTIFICATION OF PARTIES

This Corporate Services Provider (CSP) Participation Agreement (“Participation Agreement”) is between the United States of America through the Office of the Assistant Secretary of Defense (Health Affairs) (OASD(HA)), TRICARE Management Activity (TMA), a field activity of the OASD(HA) and _____, doing business as _____ (hereinafter Educational Interventions for Autism Spectrum Disorders (EIA) Supervisor).

1.2 AUTHORITY FOR EIA SUPERVISORS AS AUTHORIZED PROVIDERS

The authority to designate EIA Supervisors as authorized TRICARE providers resides with the Department of Defense (DoD) Demonstration authority under 10 U.S.C. 1092. This authority ceases upon termination of the Enhanced Access to Autism Services Demonstration Project (“Demonstration”) as determined by the Director, TMA or designee.

1.3 PURPOSE OF PARTICIPATION AGREEMENT

The purpose of this Participation Agreement is to:

- (a) Establish the undersigned EIA Supervisor as an authorized provider of EIA services;*
- (b) Establish the terms and conditions that the undersigned EIA Supervisor must meet to be an authorized CSP under the Demonstration.*

ARTICLE 2

REFERENCES

2.1 GENERAL AGREEMENT

The EIA Supervisor agrees to render educationally and behaviorally necessary and appropriate covered EIA services within the scope of his/her practice to eligible beneficiaries as required in the TRICARE Operations Manual (TOM), [Chapter 20, Section 10](#).

2.2 REQUIREMENTS

By reference, the EIA Supervisor agrees to comply with all requirements established for EIA Supervisors who are CSPs as set forth in the TOM, [Chapter 20, Section 10](#).

ARTICLE 3

PAYMENT PROVISIONS

3.1 ALLOWABLE CHARGE

The following allowable charges have been established for the DoD Enhanced Access to Autism Services Demonstration (TOM, Chapter 20, Section 10):

(a) *EIA services provided directly to a beneficiary by an EIA Supervisor, inclusive of those services provided when an EIA Tutor or an EIA Tutor-in-Training is present, will be invoiced by the ICSP or OCSP using HCPCS code "S5108, Home care training to home care client, per 15 minutes." The maximum allowable charge for S5108 is \$18.00 per each 15 minute increment.*

(b) *EIA services provided directly by an EIA Tutor to a beneficiary will be invoiced by the ICSP or OCSP using HCPCS code "H2019, Therapeutic behavioral services, per 15 minutes." The maximum allowable charge for H2019 is \$9.00 per each 15 minute increment.*

(c) *EIA practical training of family members by an EIA Supervisor will be invoiced by the ICSP or OCSP using HCPCS code "S5110, Home care training, family, per 15 minutes." The maximum allowable charge for S5110 is \$18.00 per each 15 minute increment.*

(d) *In accordance with the TRICARE Policy Manual (TPM), Chapter 9, Section 8.1, claims for EIA classroom training of parent(s)/caregiver(s) will be reimbursed when submitted to the appropriate Managed Care Support Contractor (MCSC) by the sponsor of the beneficiary enrolled in the Demonstration.*

3.2 ADMINISTRATION

The EIA Supervisor as the provider of services agrees:

(a) *Not to charge a beneficiary for the following:*

(1) *Services for which the provider is entitled to payment from TRICARE;*

(2) *Services for which the beneficiary would be entitled to have TRICARE payment made had the provider complied with certain procedural requirements;*

(3) *Services not necessary and appropriate for the educational and behavioral management of the presenting disorder;*

(4) *Services for which a beneficiary would be entitled to payment but for a reduction or denial in payment as a result of quality review; and*

(5) *Services rendered during a period in which the provider was not in compliance with one or more conditions of authorization:*

(b) *To submit invoices to the appropriate TRICARE MCSC in accordance with the TOM, Chapter 20, Section 10, paragraph 9.0.;*

- (c) To collect from the TRICARE beneficiary those amounts that the beneficiary has a liability to pay for the TRICARE deductible and cost-share/co-payment;*
- (d) To provide to the Director, TMA or designee (e.g., MCSC), prompt written notification of the provider's employment of an individual who, at any time during the twelve months preceding such employment, was employed in a managerial, accounting, auditing, or similar capacity by an agency or organization which is responsible, directly or indirectly, for decisions regarding DoD payments to the provider;*
- (e) To cooperate fully with a designated utilization and clinical quality management organization which has a contract with the DoD for the geographic area in which the provider renders services;*
- (f) To comply with all applicable TRICARE authorization requirements before rendering designated services or items for which TRICARE cost-share/co-payment may be expected;*
- (g) To meet such other requirements as the Secretary of Defense may find necessary in the interest of health and safety of the individuals who are provided care and services.*

3.3 ACCESS TO AND MAINTENANCE OF RECORDS

The EIA Supervisor as the provider of services agrees:

- (a) To permit access by the Director, TMA or designee, to the clinical record of any TRICARE beneficiary, to the financial and organizational records of the provider, and to reports of evaluations and inspections conducted by state or private agencies or organizations; and*
- (b) To maintain clinical and other records related to individuals for whom TRICARE payment was made for services rendered by the provider, or otherwise under arrangement, for a period of 60 months from the date of service;*
- (c) To maintain contemporaneous evaluation and intervention services records that substantiate the rationale for the planned course of treatment, the methods, modalities or means of intervention, periodic evaluation of the efficacy of treatment, and the outcome at completion or discontinuation of services as described separately in this agreement.*

ARTICLE 4

TERM, TERMINATION, AND AMENDMENT

4.1 TERM

The term of this agreement shall begin on the date this agreement is signed and shall continue in effect until terminated by either party or until replaced by an updated Participation Agreement as may be required in [paragraph 4.2](#).

4.2 RESUBMISSION OF PARTICIPATION AGREEMENT

An EIA Supervisor must resubmit a Participation Agreement if the new qualification under which the EIA Supervisor may be TRICARE authorized changes that supervisor's requirement for supervision him/herself.

4.3 TERMINATION OF AGREEMENT BY TMA

(a) *The Director, TMA or designee, may terminate this agreement upon written notice, for cause, if the EIA Supervisor is found not to be in compliance with the provisions set forth in 32 CFR 199.6, 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, TMA or designee, may terminated this agreement without cause by giving the EIA Supervisor written notice of its intent to terminate this agreement 45 days prior to the effective date of such termination.*

4.4 TERMINATION OF AGREEMENT BY THE EIA SUPERVISOR

The EIA Supervisor may terminate this agreement by giving the Director, TMA or designee, written notice of such intent to terminate at least 45 days in advance of the effective date of termination. Effective the date of termination, the EIA Supervisor will no longer be recognized as an authorized provider, and reinstatement shall be disallowed for any other category of extramedical individual provider. Subsequent to termination, the EIA Supervisor may only be reinstated as an authorized extramedical provider by entering into a new Participation Agreement as an EIA Supervisor.

4.5 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) except when necessary to amend this agreement from time to time to incorporate changes to the 32 CFR 199. When changes or modifications to this agreement result from changes to the 32 CFR 199 through rulemaking procedures, the Director, TMA or designee, is not required to give 120 days written notice. Any such changes to 32 CFR 199 shall automatically be incorporated herein on the date the regulation amendment is effective.*

(b) *The EIA Supervisor, not wishing to accept the proposed amendment(s), including any amendment resulting from changes to the 32 CFR 199 accomplished through rulemaking procedures, may terminate its participation as provided for in this Article. However, if the EIA Supervisor notice of intent to terminate its participation is not given at least 30 days prior to the effective date of the proposed amendment(s), then the proposed amendment(s) shall be incorporated into this agreement for services furnished by the EIA Supervisor between the effective date of the amendment(s) and the effective date of termination of this agreement.*

ARTICLE 5

EFFECTIVE DATE

5.1 DATE SIGNED

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

TMA

EIA Supervisor

By: Typed Name and Title

By: Typed Name and Title

Executed on _____, 20__