

Chapter 18

Addendum A

Participation Agreement For Comprehensive Autism Care
Demonstration Corporate Services Provider (ACSP)

Revision: C-21, March 1, 2018

Name Of ACSP:

Address:

Telephone:

**Tax Identification
Number (TIN) Or Social
Security Number (SSN):**

TRICARE Operations Manual 6010.59-M, April 1, 2015

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Participation Agreement For Comprehensive Autism Care Demonstration Corporate Services Provider
(ACSP)

ARTICLE 1

RECITALS

1.1 IDENTIFICATION OF PARTIES

This Comprehensive Autism Care Demonstration Corporate Services Provider (ACSP) 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).

1.2 AUTHORITY FOR ACSPS AS TRICARE-AUTHORIZED PROVIDERS

The authority to designate ACSPs 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 as an authorized provider of Applied Behavior Analysis (ABA) services;
- (b) Establish the terms and conditions that the undersigned ACSP 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 4](#), are incorporated into this Participation Agreement and shall have the same force and effect as if fully set out herein.

2.2 GENERAL AGREEMENT

The undersigned ACSP agrees to render appropriate ABA services to eligible beneficiaries as specified in the TOM, [Chapter 18, Section 4](#).

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ARTICLE 3

REIMBURSEMENT

- 3.1 Claims for Demonstration services will be submitted on a Centers for Medicare and Medicaid Services (CMS) 1500 Claim Form by the ACSP in accordance with the TOM, [Chapter 18, Section 4, paragraph 11.0](#).
- 3.2 The ACSP shall:
- (a) Submit claims to the appropriate TRICARE Managed Care Support Contractor (MCSC) in accordance with the TOM, [Chapter 18, Section 4, paragraph 11.0](#); and
 - (b) Collect the monthly sponsor cost-share in accordance with TOM, [Chapter 18, Section 4, paragraph 14.0](#); and
 - (c) Not bill the sponsor/beneficiary for:
 - (1) Services for which the provider is entitled to TRICARE reimbursement; and
 - (2) Services that are denied due to provider non-compliance with all applicable requirements in the TOM, [Chapter 18, Section 4](#).

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 or superseded as specified herein.
- 4.2 TERMINATION OF AGREEMENT BY DHA
- (a) The Director, DHA, or designee, may terminate this agreement upon written notice, for cause, if the ACSP 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, DHA, or designee, may terminate this agreement without cause by giving the ACSP written notice not less than 45 days prior to the effective date of such termination.

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4.3 TERMINATION OF AGREEMENT BY THE ACSP

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

4.4 AMENDMENT BY DHA

- (a) The Director, DHA, 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, DHA, 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) An ACSP who does not accept the proposed amendment(s), including any amendment resulting from changes to 32 CFR 199 accomplished through rulemaking procedures, may terminate its participation as provided for in this Article. However, if the ACSP notice of intent to terminate its participation is not given at least 30 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 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, DHA, or designee.

DHA

ACSP

By: Typed Name and Title

By: Typed Name and Title

Executed on _____, _____

- END -