CHAPTER 12
SECTION 11.2
ENCLOSURE 1

SAMPLE OF LEAD AGENT

TRICARE OVERSEAS PROGRAM (TOP) PREFERRED PROVIDER NETWORK AGREEMENT

MEMORANDUM OF UNDERSTANDING (MOU)

This MOU establishes an agreement between a Host Nation Health Care Provider and the local U.S. Military Commander. The purpose of the agreement is to facilitate, when care is not available in a United States Military hospital or clinic, 1) access for U.S. Department of Defense beneficiaries to quality Host Nation Health Care Providers, 2) efficient systems for prompt payment to those health care providers of their services and 3) coordination of health care resources of the Host Nation Health Care Delivery System and the United States Department of Defense Health Care Delivery System.

Host Nation TRICARE Overseas Program Preferred Provider

MTF, Type, Service, City or

in Geographically Isolated Areas, the Military Community, Service City

A. GENERAL:

1. This MOU is entered into by and between the U.S. Medical Treatment Facility Commander or, in geographically isolated areas the U.S. Military Community Commander (referred to in this agreement as the U.S. Military Commander or designee) and a Host Nation Health Care Provider (referred to as the Preferred Provider).

2. This MOU establishes the basis for participation in the TRICARE Overseas Program (TOP) Preferred Provider Network and the conditions for providing services to TRICARE/CHAMPUS eligible beneficiaries. All terms of this MOU are in addition to, and not instead of, the terms, conditions, and requirements established by the regulations, and policies with regard to the administration of TRICARE/CHAMPUS and the treatment of active duty members. The TOP Preferred Provider may review these regulations and policies by contacting the MTF Commander's designated TOP Network Coordinator or the TOP Lead Agent for the area in which services are being provided for assistance in obtaining this

information. (The names, addresses and telephone numbers for these individuals will be provided upon finalizing this agreement).

3. This MOU does not provide a guarantee or commitment by the U.S. Military Commander or designee of any specific or general number or level of beneficiary referrals to the TOP Preferred Provider.

B. TERMS OF THE MOU:

1. THE U.S. MILITARY COMMANDER OR DESIGNEE, SHALL:

a. Designate a TOP local Network Coordinator (NC), whenever possible, who may act in behalf of area TOP Lead Agent in the creation and ongoing maintenance of the local TRICARE Overseas Program Preferred Provider Network. The Lead Agent/NC will be the main interface for the TOP Preferred Provider to obtain guidance and training regarding, 1) TRICARE/CHAMPUS issues, 2) Active Duty Centrally Managed Allotment (CMA), 3) Supplemental Care claims processing, 4) DoD eligibility and 5) use of other U.S. Military medical resources (i.e. Medical Evacuation, Military Treatment Facility referrals).

b. Inform and update both the TOP Preferred Provider and the TOP Lead Agent of their designated TOP local Network Coordinator's name and telephone numbers and any changes to them.

c. Discuss any requested modification to this MOU with the potential TOP Preferred Provider and submit these modifications/proposals to the TOP Lead Agent for coordination with the TRICARE Support Office for consideration/approval.

d. Review all of the potential TOP Preferred Provider's credentials to ascertain their compliance with host nation standards.

e. Encourage eligible beneficiaries (if care cannot be provided in a U.S. Military hospital or clinic), to receive health care services from a TOP Preferred Provider.

f. Use TOP Preferred Providers when it is determined that an active duty member requires referral services to a host nation provider.

g. Establish a mechanism that allows for review of beneficiaries feed back and appraisal of the TOP Preferred Provider's services (Beneficiary Survey).

h. Forward a copy of the completed MOU to the TOP Lead Agent or their designee.

2. THE TRICARE OVERSEAS PROGRAM (TOP) PREFERRED PROVIDER SHALL:

a. Practice no discrimination based upon sex, race, color creed or religion. The TOP Preferred Provider will not be requested to perform service(s) that violate the Provider's medical ethics or host nation law.

b. Maintain medical records for all U.S. beneficiaries treated and make those records available for inclusion into the beneficiary's official U.S. Military medical record.

c. Accept and assist all eligible beneficiaries who seek emergency care.

d. After review of MTF referral or other predetermined authorization documents, or individual payment agreements, accept and assist all eligible beneficiaries who seek routine care with the intent to use payment mechanisms of either TRICARE/CHAMPUS, Supplemental Care, CMA or private insurance.

e. Verify eligibility of the beneficiary, by means of the beneficiary's identification card (I.D. Card) and assist TRICARE/CHAMPUS beneficiary with completion of the TRICARE/CHAMPUS claim form.

f. Provide claim filing assistance to U.S. Department of Defense civilian employees that have private health insurance and establish with the patient a plan for the coordination of medical bill payment. The local Lead Agent/NC is available to assist in this matter but, like the military in general, has no authority to influence the processing of claims by individual private insurance companies.

g. Acknowledge that TRICARE/CHAMPUS is always second payer if the beneficiary has Other Health Insurance (OHI), and that all medical bills must be filed with the OHI first.

h. Submit billings priced in accordance with the standards and generally accepted practice of the country where the care is rendered (unless modified by this agreement). Submit billings not later than 90 days following the date of treatment together with a completed TRICARE/CHAMPUS claim form (when applicable). Billings will include the following minimum information:

1. TOP Preferred Provider's complete physical and billing address, in letterhead format.

2. Itemization of costs and services rendered.

3. TOP Preferred Provider's Identification Number assigned by the TRICARE/CHAMPUS claims processor upon submission of initial claim.

4. The patient/beneficiary's name and date of birth.

5. The sponsor's Social Security Number.

6. The patient/beneficiary's diagnosis (please note: release of information authorization is provided on the TRICARE/CHAMPUS claim form).

7. Beneficiary signature.

8. Other health insurance information including amount paid by OHI.

i. Demand no payment from the eligible beneficiaries before treatment is rendered.

j. After filing a claim, await a claim disposition from the TRICARE\CHAMPUS claims processor and notify the TOP Lead Agent/NC if a claim disposition is not received, from the TRICARE/CHAMPUS claims processor, within 35 days of filing the claim.

k. Review the TRICARE/CHAMPUS Explanation of Benefits (CEOB) and immediately contact the TOP Lead Agent/NC in the event of a discrepancy.

l. Demand no payment from referred TRICARE PRIME Beneficiaries until the medical claim has been processed and patients' cost (if any) is identified.

m. Demand no prepayment from other Department of Defense beneficiaries for inpatient care.

n. Collect from the eligible beneficiary only those fees that are determined, by the CEOB, to be the beneficiary's responsibility.

o. Provide emergency services to Active Duty Members on the same basis as the TRICARE/CHAMPUS beneficiary but coordinate payment and preauthorization for any routine and elective procedures, first, with the local U.S. Military Commander or designee.

p. Notify the U.S. Military Commander or designated TOP Lead Agent/NC when any eligible beneficiary is hospitalized and assist with the coordination of possible transfer to the U.S. Military Treatment Facility. Notification will be initiated as soon as possible and transfers will be accomplished as soon as clinically appropriate.

q. When a transfer or referral back to a U.S. Military Medical facility is not possible, any additional referrals or transfers to civilian sources shall, when clinically feasible and appropriate, be accomplished within the TOP Preferred Provider Network.

r. Participate in the program which encourages the TOP Preferred Provider to have U.S. non-controlled substance prescriptions filled by their local U.S. Military Medical Facility when the program is available. Check with the TOP Lead Agent/NC for more information.

s. Display the sign, provided by the TOP Lead Agent/NC which designates them as a TOP Preferred Provider.

t. Requested provider information which may be as a summary of the provider's qualifying criteria and may be used to assist Active Duty Members and beneficiaries with selection of a provider.

u. Inform the Network Coordinator, 30 days, prior to temporary or permanent cessation of services.

3. TRICARE OVERSEAS PROGRAM (TOP) AND THE CLAIMS PROCESSOR WILL ENSURE THAT:

a. All MOUs will be included in the TOP Central Health Care Finder System and the TOP Preferred Provider's name and provider identification number will be recorded with the TRICARE/CHAMPUS claims processing contractor.

b. All claims are processed (normally within 30 days) and when applicable, payments made directly to the Preferred Provider or billing agent in amounts or percentages (as illustrated in the below matrix) which corresponds to the patient's eligibility status (at the time the care was rendered). Please see below:

	PRIME TOP		STANDARD TOP	
	AD SERVICE MEMBERS	AD FAMILY MEMBERS	AD FAMILY MEMBERS	RETIREES AND FAMILY MEMBERS
INPATIENT	100% of all referred covered services	100% of all referred covered services	100% of all covered services except $9.90/day of inpatient hospital care	75% of all covered services
OUTPATIENT	100% of all referred covered services	100% of all referred covered services	80% of all covered services except deductible	75% of all covered services except deductible

c. If the TRICARE/CHAMPUS beneficiary's sponsor is an Active Duty Service member, and the beneficiary does not have Other Health Insurance (OHI), the TRICARE/CHAMPUS claims processor will pay in full all TRICARE/CHAMPUS covered health services. If the beneficiary has OHI, the TRICARE/CHAMPUS claims processor will process the claim after the OHI has paid its share. The payment combinations will not exceed the total of the original bill.

d. If the TRICARE/CHAMPUS beneficiary's sponsor is not an active duty member and the beneficiary does not have OHI, the TRICARE/CHAMPUS claims processor will pay 75% of the TRICARE/CHAMPUS covered charges for inpatient care. For outpatient care, TRICARE/CHAMPUS pays 75% of the covered services after the patient has met a $150/person or $300/family per fiscal year (1 October - 30 September) deductible. If the beneficiary has OHI, TRICARE/CHAMPUS will process the claim after the OHI has paid its share. The payment combinations will not exceed the total of the original bill.

e. Payments will be made directly to the TOP Preferred Provider in a timely manner.

f. The TOP Preferred Provider will be notified of any additional documentation that may be needed to process the claim in a timely manner. The claims processor will also provide the TOP Preferred Provider with a TRICARE/CHAMPUS Explanation of Benefits (CEOB) for every claim processed. The CEOB can be used to determine account status and for reconciliation.

g. The TOP Preferred Provider will be provided claim forms, informational materials and staff training.

h. Telephonic claims disposition, benefit coverage guidance and on site visits will be performed to the TOP Preferred Provider when it is determined to be necessary by the TOP local Lead Agent/NC.

C. QUALITY ASSURANCE TERMS:

1. The TOP Preferred Provider will provide a resume, education certificates, license(s) to practice medicine and specialty, if designated, and any additional qualifications/updates, upon request, to the U.S. Military Commander or designee.

2. The U.S. Military Commander or designee will ensure that all required credentials are obtained and reviewed by a qualified medical authority to determine their compliance with host nation and U.S. Military criteria, prior to signing the MOU and shall exclude any provider if a written extension is not granted by the Military Commander or TOP Lead Agent.

3. The U.S. Military Commander, or designee, will, in accordance with the Privacy Act, compile and maintain all credentials associated with the local TOP Preferred Provider Network. These files will be made a part of any inspection or review of the quality that looks at the quality standards within the U.S. Military Medical Facility or other Military Service specific Command Inspections.

4. The U.S. Military Commander or designee will periodically conduct beneficiary surveys to provide feedback about the TOP Preferred Provider and staff. These surveys will be based upon non-clinical aspects of care rendered by the TOP Preferred Provider and their staff. The results of these surveys will be shared with the specific TOP Preferred Provider, to communicate those areas of proficiency and areas deemed unsatisfactory.

5. If after discussions between the U.S. Military Commander or designee and the TOP Preferred Provider, a situation is deemed unsatisfactory and cannot be resolved, the U.S. Military Commander or designee may immediately exclude (temporarily or permanently) the TOP Preferred Provider from the TOP Preferred Provider Network.

6. The U.S. Military Commander's, or designee's, medical authority will communicate with the TOP Preferred Provider about any issues pertaining to clinical aspects of medical care provided to U.S. Department of Defense beneficiaries covered by this MOU. Communication will be made with the intent of understanding and correcting the issues. If, in the opinion of the U.S. Military Commander, or designee, the issue is of such a nature as to potentially place undue risk on the active duty member or beneficiary, the U.S. Military Commander or designee may immediately exclude (temporarily or permanently) the TOP Preferred Provider from the TOP Preferred Provider Network. Appeals regarding exclusion from the TOP Preferred Provider Network will be performed by the area TOP Lead Agent. (The names of the MTF medical authority and the area TOP Lead Agent will be provided by the TOP Lead Agent/NC upon finalization of this MOU).

D. OTHER CONSIDERATIONS:

1. No parties to this MOU shall assign, transfer, or otherwise dispose of this MOU or any of its interest to any other person or entity without the other party's written consent.

2. No parties to this MOU shall make any representations to U.S. Department of Defense beneficiaries regarding the TOP Provider Network or the TOP Preferred Provider's status, except accurate statements consistent with the terms of the MOU.

3. The TOP Preferred Provider, the U.S. Military Commander or designee, acknowledge that noncompliance with the terms of this MOU may result in immediate cancellation initiated by any party.

4. All parties understand that this MOU is not a contract under the United States Federal Acquisition Regulations (FAR) and other United States Federal procurement laws, regulations and procedures.

5. This MOU may be canceled without cause by either of the participating parties upon 30 day written notification to the other party.

6. The term of this MOU shall be for two years from the date of signing unless canceled as provided in paragraph D.5 of this part.

7. The MTF Commander or his designee has sole authority to extend the MOU beyond the end of the initial two year period. The local TOP Lead Agent/NC will provide a written notice to the TOP Preferred Network Provider 90 days prior to the expiration of the MOU. Included within this notice should be a request for any updated information necessary for extension of the MOU. It is the TOP Preferred Network Provider's responsibility to respond to the request for an extension of the MOU. This request should be submitted by the TOP Preferred Provider not less than 30 days before the expiration date of the current MOU to ensure continued listing as a TOP Preferred Network Provider..

1. _____
TRICARE Overseas Program Preferred Provider Date

2. _____
U.S. Military Commander or designee Date

Addendum(s) attached **Yes**_____ **No**_____

The completed MOU must be photocopied, together with any attachments and forwarded to the appropriate TRICARE Overseas Program Lead Agent or their designee for inclusion in the TRICARE Overseas Program "Central Health Care Finder System" data base.

Upon receipt, the TOP Lead Agent/NC or their designee will issue a provider MOU number and mail a TOP Preferred Provider Certificate, to the TOP local NC, for inclusion in the TOP Preferred Provider's Welcome Packet. The TRICARE Overseas Program Lead Agent or their designee will also coordinate provider registration with the claims processor.

For TRICARE Overseas Program Lead Agent or their Designee Use Only

Provider Last Name_____ Date_____

Effective Date_____Expiration Date_____TRICARE Preferred Provider Number_____

E. TERMINOLOGY DEFINITIONS

In an effort to be as specific as possible as to the wording and intent of this MOU, the following definitions are provided for your guidance and reference. While many of the definitions are general and some assign meaning to relatively common terms, others are applicable only to this MOU; however, they all appear in this section solely for the purpose of the TRICARE Overseas Program Preferred Provider Network Program. Except when otherwise specified, the definitions in this section apply generally throughout this MOU.

Active Duty Member: A person on active duty in a Uniformed Service under a call or order that does not specify a period 30 days or less (i.e., Public Health Service, NOAA, Coast Guard, etc.)

Sponsor: An Active duty member, retiree, or deceased active duty member or retiree, of a Uniformed Service upon whose status his or her family members' eligibility for TRICARE/CHAMPUS is based.

Emergency Medical: The sudden and unexpected onset of a medical condition or the acute exacerbation of a chronic condition listed in the current edition of the International Classification of Diseases (Clinical Modification) that is threatening to life, limb, or sight, and requires immediate medical treatment or which manifests painful symptomatology requiring immediate palliative effort to relieve suffering.

Emergency Maternity: The sudden unexpected medical complication which puts the mother, or fetus, at risk. Pain would not, however, qualify a maternity case as an emergency, nor could incipient birth after 34th week of gestation, unless an otherwise qualifying medical condition is present.

Emergency, Psychiatric: A psychiatric inpatient admission is an emergency when, based on a psychiatric evaluation performed by a physician (or other qualified mental health care professional with hospital admission authority), the patient is at immediate risk of serious harm to self or others as a result of a mental disorder and requires immediate continuous skilled observation at the acute level of care.

Other Health Insurance (OHI): Some TRICARE/CHAMPUS beneficiaries pay for additional health care financial coverage. This coverage provides major health care coverage and is always the first payer before TRICARE/CHAMPUS. Health care claims must be filed with this major plan and results received prior to filing a claim with TRICARE/CHAMPUS.

Preferred Provider: A provider that has been locally designated as one of a group of providers that has signed an agreement with the local commander. The agreement establishes that when care is not available in a United States Military hospital or clinic, the provider will provide access for TRICARE/CHAMPUS eligible beneficiaries and Active Duty members to quality Host Nation Health Care and will fulfill the claim filing and billing arrangements.

Private insurance: Health care payment coverage through a private health insurance company for Department of Defense civilian employees.

Supplemental Care: Funds maintained by every U.S. Military Hospital or Clinic to pay health care bills for care rendered in the local community. Payment for care rendered under the Supplemental Care Program is always preauthorized by the local Military Hospital or Clinic.

CHAMPUS: The acronym CHAMPUS stands for Civilian Health and Medical Program of the Uniformed Services. It is a program, established by the United States Congress in 1966, that shares with the eligible beneficiary the cost of medical care received from civilian physicians, hospitals and other medical providers. CHAMPUS is a cost sharing program and is designed to help its beneficiaries with payment of civilian medical bills when care is not available to them in the Military Treatment Facility. There are over 9 million people entitled to CHAMPUS world-wide and they include; the immediate family of an active duty member of the uniformed services, a person who has retired from the uniformed service and his/her immediate family, some former spouses of active duty or retired members of the uniformed services, and survivors of deceased uniformed service members. The verification for CHAMPUS eligibility can generally be made upon review of a beneficiary's I.D. card, which is later checked for accuracy in the Defense Enrollment Eligibility Review System (DEERS).

TRICARE/CHAMPUS: (Formerly CHAMPUS) TRICARE/CHAMPUS is the United States Department of Defense regional managed care program, for members of the U.S. Uniformed Services and their families, survivors and retired members and their families, and some former spouses of active duty or retired members of the uniformed services. TRICARE brings together the health care delivery systems of each of the U.S. Military Services, as well as the services provided under CHAMPUS, in a cooperative and supportive effort to better serve its beneficiaries and to better use the resources available to U.S. Military Medicine. Cooperation among the U.S. Military Services is inherent in the organization of TRICARE. Across the world, 15 Regions have been identified, each administered by a Lead Agent or their designee. With the designation of Lead Agent or their designee comes the responsibility to develop, in collaboration with all military treatment facility (military Hospitals and Clinics) commanders in the region, an integrated plan for the delivery of health care to beneficiaries residing within the Region.

TRICARE Overseas Program: TRICARE Overseas Program is the Department of Defense's managed health care program outside the continental United States. TRICARE Overseas Program blends many of the features of the Department of Defense's stateside program while allowing for the cultural differences unique to foreign countries health care standards and practices. The TRICARE Overseas Program is represented and supported by local MTF Commanders and MTFs Lead Agents or their designees designated by the Assistant Secretary of Defense (Health Affairs).

ACTIVE DUTY CENTRALLY MANAGED ALLOTMENT (CMA): The CMA is a program which establishes policies and procedures that active duty members of a uniformed service must follow to obtain inpatient and outpatient medical and dental care from non-U.S. Military Facilities sources throughout TRICARE Europe.

- END -

Sample

TRICARE OVERSEAS NETWORK PROVIDER DESIGNATION LETTER
(Please type or print legibly)

Provider Name:

Address: _____
(actual place of business) _____
_____
_____
_____
_____

Phone Number: _____

Fax Number:

Provider
major specialty: _____

Mailing Address: _____
(Please indicate _____
address to which _____
checks should be _____
mailed) _____

Comments:

_____
_____
_____

****
Approved by _____ Effective date _____

_____

Date _____

_____

MCS Contractor Assigned Provider Number: _____