

CHAPTER 12
SECTION 6.1
ENCLOSURE 4

MEMORANDUM OF UNDERSTANDING

Oct 22, 87
NUMBER 6010.12
(Model External Partnership Agreement)

MEMORANDUM OF UNDERSTANDING

BETWEEN THE (enter name of MTF) AND (enter name of civilian facility)

CITY OF _____ STATE _____

A. GENERAL

1. This agreement is entered into by and between _____, hereinafter referred to as the military treatment facility, and _____, hereinafter referred to as the civilian facility.

2. The purpose of this agreement is to integrate specific military treatment facility, CHAMPUS program and civilian facility resources to provide _____ services for CHAMPUS beneficiaries in the civilian facility. military treatment facility resources includes, but is not limited to, Uniformed Service professional providers.

3. The military treatment facility will assure that its Uniformed Services professional provider whom it puts forth to provide the services of this agreement is licensed to practice medicine in a U.S. jurisdiction and will qualify for clinical privileges at the civilian facility for the purpose of practicing medicine in (enter specialty). The Uniformed Service professional provider remains under the authority of the military medical treatment facility to which he or she is assigned.

4. The civilian facility is separate from the U.S. Government and is responsible for its own operation.

B. ARTICLES OF AGREEMENT

1. The military treatment facility commander, or designee, shall:

a. Select potential participating civilian health care facilities based on review of past and current performance and a determination of its quality to provide care.

b. Maintain Utilization Review and Quality Assurance oversight of the participating Uniformed Service professional provider during his or her service in the participating civilian facility.

c. Educate (enter MTF) staff personnel, beneficiaries, participating civilian facility, and other interested civilian providers and facilities about the Partnership Program.

TRICARE/CHAMPUS POLICY MANUAL 6010.47-M JUNE 25, 1999
CHAPTER 12, SECTION 6.1, ENCLOSURE 4
MEMORANDUM OF UNDERSTANDING

d. Provide beneficiaries who are eligible for care under this agreement with appropriate assistance in determining the specific CHAMPUS benefit to which they have access under this agreement.

2. The military treatment facility commander shall assure that the Participating Uniformed Service Professional Provider whom he assigns to fulfill the terms of this agreement shall:

a. Monitor overall inpatient medical care and outpatient services that are directly related to the medical care of patients referred as a part of this agreement.

b. Abide by civilian facility bylaws to the extent they do not conflict with DoD and Military Department regulations with regard to Utilization Review and Quality Assurance Directives, including but not limited to inservice training, maintenance of records, utilization review, performance evaluation, release of medical information, and credentialing.

c. Use (enter Military Department) resources to the extent practical for the optimal care of patients under this agreement.

3. The Participating Civilian Facility shall:

a. Provide facilities, ancillary support, diagnostic and therapeutic service, and equipment and supplies necessary for the proper care and management of patients under this agreement.

b. Provide administrative support to participating Uniformed Service professional providers as necessary, including:

(1) Maintenance of patient records, including transcription and copying service as may be necessary to satisfy both (enter Military Department) and civilian facility recordkeeping requirements.

(2) Reasonable accommodations within the civilian facility for such periods of time as the participating Uniformed Service professional provider may be providing care in the facility.

c. Be responsible for personal liability coverage applicable to all civilian facility personnel who may assist the participating Uniformed Service professional provider and hold the Government harmless for any fault that may result from such support personnel act or omission.

d. Adhere to CHAMPUS claims submission requirements for both the institutional charges and those professional charges for which it bills.

C. OTHER CONSIDERATIONS

1. Neither party shall assign, transfer, convey, sublet, or otherwise dispose of this agreement or the right, title, or interest therein, or the power to execute such agreement, to any other person, company, or corporations, without the other party's previous written consent.

2. In the event of illness or incapacity rendering the participating Uniformed Service professional provider incapable of delivering services, care for patients under this agreement may be transferred to other Uniformed Service professional providers at the discretion of the military treatment facility.

TRICARE/CHAMPUS POLICY MANUAL 6010.47-M JUNE 25, 1999
CHAPTER 12, SECTION 6.1, ENCLOSURE 4
MEMORANDUM OF UNDERSTANDING

3. The minimum term of this agreement is 2 years with the option to renew for a 2-year period based upon mutual agreement. Termination of this agreement shall be predicted upon satisfactory written notice to the other party not less than 90 days before the proposed termination date. However, the 90-day notice may be waived by mutual consent of the parties to the agreement or unilaterally for the convenience of the Government, including its mobilization requirements.

4. It is understood that the participating civilian facility shall abide by (enter Military Department) rules concerning the confidentiality of patient records, as embodied in the Privacy Act of 1974.

5. Participating civilian facilities and its personnel shall abide by (enter Military Department) regulations concerning release of information on matters pertaining to, or services delivered under, this agreement to the public, including advance approval from the (enter Military Department) before publication of technical papers in professional and scientific journals.

6. It is understood that no care rendered pursuant to this agreement will be a part of a study, research grant, or other test without the written consent of (enter name of the military treatment facility), OCHAMPUS, and the Assistant Secretary of Defense (Health Affairs).

IN WITNESS WHEREOF, each of the parties hereunto has executed this agreement effective on this _____ day of _____, 19 ____.

UNITED STATES OF AMERICA

By _____

Title _____

AUTHORIZED SIGNER FOR
PARTICIPATING HEALTH CARE FACILITY

Name

Address

