

# Contractor Responsibilities for Coordination and Interface with Lead Agents and MTFs

## II. RESOURCE SHARING

### A. Resource Sharing Program Agreements

Resource sharing consists of internal resource sharing (where the purpose of the resource sharing agreement is to supplement the services provided at MTFs) and external resource sharing (where the purpose of the external resource sharing agreement enables military health care personnel, active duty and civilian, to provide covered medical services to active duty and TRICARE beneficiaries in a network facility.) The following procedures apply to both internal and external resource sharing:

1. The contractor shall develop and implement a resource sharing program for seeking agreements with individual MTF Commanders for the provision of medical personnel (who must comply with DoD directives for licensure, clinical appointment with the MTF, and participation in quality assurance reviews), support personnel, equipment and equipment maintenance, and/or supplies, by the contractor from the contractor's provider network and from private sources outside of the network for the purpose of enhancing the capabilities of MTFs to provide needed inpatient and outpatient care to beneficiaries. Additionally, the contractor may make cash payments to the MTF according to a resource sharing agreement. The use of cash payments is limited, and cash payments are only authorized for expenses incurred by the MTF. These expenses must be directly related and incidental to the delivery of health care in the MTF through the sharing of contractor resources including personnel, equipment, or supplies. This program shall also address opportunities for military health care personnel and support personnel to provide covered medical services to MHS beneficiaries in a network facility.

2. The contractor shall obtain the approval of the Lead Agent prior to implementing any such agreements. The Lead Agent will provide the contractor with written approval/disapproval within thirty (30) calendar days of receipt of a Resource Sharing Agreement signed by the MTF Commander and the contractor. TRICARE funds shall not be expended for capital improvements or the renovation or construction of facilities at an MTF; however, the contractor may use its funds for this purpose. This does not preclude the lease of medical equipment.

### B. Resource Sharing Program Requirements

The contractor shall meet the following resource sharing program requirements:

1. Develop a draft plan for identifying advantageous Resource Sharing opportunities in conjunction with the Lead Agent and the MTF Commanders.

2. Finalize the draft plan for submission through the region's Lead Agent to the Contracting Officer for approval. The contractor shall submit the finalized plan to the Lead Agent no later than sixty (60) calendar days prior to the start of each new of health care delivery option period. Annually thereafter, a revised plan shall be submitted to the Lead Agent sixty (60) days prior to the start of each new health care option period. The plan shall discuss the contractor's general approach and methods for facilitating the identification of resource sharing opportunities throughout the Region, an evaluation of the overall costs and savings potential agreements should generate for the MHS and the contractor, and the

contractor's approach to the development of agreements which adhere to resource sharing guidelines in [Section II.B.](#) of this section.

**a.** For internal resource sharing agreements, the plan shall include a description of the contractor's proposed methodology for developing a detailed cost analysis for each resource sharing proposal. The cost analysis shall include the contractor's actual cost of providing the personnel, equipment, equipment maintenance, and/or supplies, the anticipated increase in services provided within the MTFs, the effect of the agreement on the bid price adjustment, the anticipated support required from the MTFs (labor, supplies, drugs, etc.) and the net savings to the government and the contractor. (See [Addendum B](#) of this chapter for a discussion of the treatment of resource sharing workload in the bid price adjustment process.)

**b.** For external resource sharing agreements, the plan shall include a description of the contractor's proposed methodology for developing a detailed cost analysis for each resource sharing proposal. The cost analysis shall include the MTF's actual cost of providing the services, the monetary benefits received by the contractor, projected workload, administrative costs, workload credit split for the contractor and the MTF, and the contractor's actual cost of providing services in support of external *resource* sharing providers.

**3.** After contract award, the contractor shall provide the MTF Commanders with a complete cost analysis within thirty (30) calendar days of a written request for consideration of a potential resource sharing opportunity by the MTF Commanders, provided that the MTF is able to provide the MTF-specific cost and workload information necessary to perform the analysis within fifteen (15) calendar days of making the written request. The thirty (30) calendar days will be extended on a day-to-day basis if all of the necessary data is not provided by the fifteenth (15th) calendar day after the written request.

**4.** Develop and implement procedures for monitoring resource sharing agreement performances. Guidelines for resource sharing workload reporting are provided in [Addendum B](#) of this chapter. All agreements are required to specify the mutually agreed upon method for workload counting to prevent multiple counting.

### **C. Resource Sharing Agreement Guidelines**

Resource sharing agreements shall comply with the following guidelines:

#### **1. Written Agreements**

##### **a. Internal Resource Sharing**

Internal resource sharing shall be based upon written agreements between the contractor and the MTF Commanders, with Lead Agent concurrence, and between the contractor and the resource sharing provider(s), support personnel, and/or equipment and equipment maintenance vendors, and supply vendors. Before a provider is permitted to practice in the MTF, he or she must be granted privileges by the MTF Commander to do so, based upon his or her credentials, in accordance with applicable regulations. Internal resource sharing agreements shall fully set forth the terms, conditions, and limitations of the resource sharing arrangements. Internal resource sharing agreements may include professional and support personnel, equipment and equipment

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maintenance, and supplies. The contractor shall forward copies of all completed internal resource sharing agreements to the Lead Agent for approval prior to the implementation of any resource sharing agreement. The Lead Agent will provide the contractor written approval/disapproval within thirty (30) calendar days of receipt. The contractor shall forward copies of all approved resource sharing agreements to the Contracting Officer no later than ten (10) calendar days following written notification by the Lead Agent of the approval of the agreement. The contractor shall provide resource sharing clinical personnel for the MTF's credential review within ninety (90) calendar days of receiving the approved resource sharing agreement. The contractor shall provide administrative support personnel fulfilling the requirements of the resource sharing agreement within sixty (60) calendar days of receiving the approved resource sharing agreement.

## **b. External Resource Sharing**

External resource sharing shall be based upon written agreements between the contractor, the MTF Commander, and the network facility, with the Lead Agent concurrence. Before a military provider is permitted to practice in the network facility, the MTF Commander will ensure that the military provider has active clinical privileges with the network facility. The MTF Commander will also ensure that external resource sharing providers are licensed to practice medicine in a United States jurisdiction during the term of the resource sharing agreement. The resource sharing agreement shall set forth all the terms, conditions and limitations of the resource sharing arrangements. The MTF Commander shall forward copies of all completed external resource sharing agreements to the Lead Agent for approval prior to the implementation of any resource sharing agreement. The Lead Agent will provide the contractor written approval/disapproval within thirty (30) calendar days of receipt. The MTF Commander shall forward copies of all approved resource sharing agreements to the Contracting Officer no later than ten (10) calendar days following written notification by the Lead Agent of the approval of the agreement.

## **2. Selection of Providers**

The contractor shall obtain input from the MTF Commanders regarding the requirements or needs of the Commanders for internal resource sharing providers. Based upon this input, the contractor shall select the resource sharing providers without any further involvement of the Government in the selection process, except for the privileging of the providers by the MTF Commander after the selection has been made.

## **3. Costs**

**a.** Costs borne by the contractor in providing services to TRICARE beneficiaries in MTFs shall be the responsibility of the contractor, subject to the compensation arrangements specified in this contract.

**b.** Under the authority of 10 USC 1095 and 32 CFR 220.8(k).(2), internal resource sharing providers shall not bill for any form of third party payment. The MTF with which the resource sharing agreement was entered into will bill for and retain all funds available from a third party. The resource sharing provider's compensation from the contractor, whether by way of salary, fee-for-service, or other means, is entirely independent of any claim to, or payment from, any third party payer.

#### **4. Professional Liability (Internal Resource Sharing Agreements)**

The contractor shall be solely liable for negligent acts or omissions of the contractor's agents and shall ensure that providers maintain full professional liability insurance.

#### **5. Professional Liability (External Resource Sharing Agreements)**

While performing health care functions authorized by the MTF, designated health care personnel will be acting within the scope of their duties as defined by Title 10 USC Section 1089(a), and the United States Government will be responsible for their actions within the scope of their duties. As such, any remedy for damages for personal injury, including death, caused by the negligence or wrongful acts or omissions shall be exclusively against the United States as provided by Title 29 USC Section 1346(b) and Title 28 Section 2672 and not against the individual military health care provider.

#### **6. Credentials, Privileging, and Other Provider Requirements**

All categories of staff provided by the contractor to the MTF shall meet the licensing and privileging requirements of [32 CFR 199.6](#) and the [OPM Part Three, Chapter 1, Addendum A](#). In addition, the staff members must agree to comply with the licensing and privileging directives of the MTF and to fully participate in MTF quality assessment and improvement activities required by the MTF. The contractor shall provide the MTF Commander with the original and one copy of all information on credentials for civilian providers working in the MTF. (The original document will be returned upon the completion of the MTF credentialing process.) The contractor is responsible for querying the National Practitioner Data Bank about each provider upon initial appointment and every two years thereafter and for providing the MTF Commanders with copies of the National Practitioner Data Bank report each time one is received on a resource sharing provider. DoD requirements for the basic credentials and privileging of health care providers are set forth in [32 CFR 199.6](#), and DoD Directives 6025.6, 6025.11, and 6025.14. The contractor shall provide the MTF Commanders with all documentation required by these and all applicable Army, Navy or Air Force directives at least thirty (30) calendar days prior to the provider's first day of work in an MTF. For external resource sharing military health care personnel, the MTF Commanders will ensure that the military health care personnel are appropriately licensed and have active clinical privileges with the network facility.

#### **7. Supervision of Resource Sharing Personnel**

When contractor personnel are placed in MTF facilities, these personnel are supervised or controlled by the contractor for the purposes of directing the terms and conditions of employment. However, this does not preclude resource sharing personnel from complying with directions received from MTF professional personnel in the course of patient care activities. Additionally, these contractor furnished personnel shall comply with privileging requirements, utilization review/management criteria and procedures, quality assessment procedures and criteria, and peer review and quality of care reviews in accordance with the policy, procedures, and regulatory provisions established for government practitioners ([32 CFR 199.6](#) and [32 CFR 199.15](#); [Policy Manual, Chapter 10](#); and [OPM Part Three, Chapter 1, Addendum A](#)). With respect to external resource sharing

agreements, the external resource sharing health care personnel's military command is responsible for the supervision of the external resource sharing health care personnel.

## 8. Record Keeping

The contractor shall maintain accurate records to document activities related to resource sharing agreements. These records shall include accurate recording of the personnel performing services in network facilities or MTFs, identifying for each individual the name, social security number, type of provider or staff, the hours worked in the facility and/or MTF, and for internal resource sharing agreements, the associated workload, salaries, compensation and expenses for the individual. For equipment, records shall include identifying information, date placed in service, and maintenance information. For supplies, records of types and quantities supplied shall be recorded. For cash payments, records of expenditures shall be kept along with supporting receipts from the MTF. All costs borne by the contractor shall be identified, and all MTF workload attributable to resource sharing agreements shall be reported in accordance with the guidelines provided in [Addendum B](#) of this chapter. These records of resources shared shall be provided to the MTF Commanders (or their designees) and the Lead Agents no later than the last working day of the month following the month in which the reported workload was performed. Except for external resource sharing agreements, services delivered under resource sharing agreements and capitated arrangements must also be reported on a Health Care Service Record (HCSR) in all cases where the care is delivered by professional practitioners and the care is defined in the CPT-4 Manual, ICD-9-CM, or TRICARE procedure codes. (See also the reporting requirements for resource sharing in this chapter.) For external resource sharing agreements, the MTF Commander is responsible for tracking and reporting external resource sharing workload.

## 9. Audits

**a.** At the end of Option Period 1, the contractor shall have an independent certified public accounting firm perform audit procedures for each resource sharing agreement to validate that resource sharing activity is correctly reported under contract provisions. Following the initial audit, the Lead Agent will ensure that resource sharing activity is correctly reported in the remaining years of the contract.

**b.** The basis for the procedures shall be the Agreed-Upon Procedures engagement described in Statement on Auditing Standards No. 75, and Resource Sharing Workload Reporting Guidelines (See [Addendum B](#) of this chapter), and administration of the program in accordance with the contract. Of particular interest are the contractor-reported admissions and outpatient visits attributable to resource sharing at each individual MTF and all contractor borne health care costs associated with the agreements for the contract option period in question. Therefore, the agreed-upon procedures must assess the potential for multiple counting of admissions and visits when more than one agreement is involved in the care of the same TRICARE-eligible patient as well as the overall accuracy of resource sharing workload reporting for each individual agreement. Copies of all reports and supporting documentation addressing resolution of issues shall be submitted to the Lead Agents no later than one hundred twenty (120) calendar days following the end of the contract period. Furthermore, the Government reserves the right to conduct audits or reviews of resource sharing agreements above and beyond those described in this paragraph.

