Chapter 24 Section 29

TRICARE Overseas Program (TOP) Partnership Program

The attached memo provides guidance for implementing the Military-Civilian Health Services Partnership Program (updated as of September 1, 2005).

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TRICARE MANAGEMENT ACTIVITY

JUN 10 2002

MEMORANDUM FOR ASSISTANT SECRETARY OF THE ARMY (M&RA)
ASSISTANT SECRETARY OF THE NAVY (M&RA)
ASSISTANT SECRETARY OF THE AIR FORCE (M&RA)

SUBJECT: TRICARE Policy Execution Directive for implementing the Military-Civilian Health Services Partnership Program

References:
(a) Title 10, United States Code, Section 1096
(b) DoD Directive 6000.12, "Health Services Operations and Readiness," April 29, 1996
(c) Title 32, Code of Federal Regulations, Part 199, "Civilian Health and Medical Program of the Uniformed Services (CHAMPUS)"
(d) DoD Directive 5136.12, "TRICARE Management Activity," May 31, 2001
(e) DoD Instruction 5010.40, "Management Control (MC) Program Procedures," August 28, 1996

This memorandum provides direction for execution of TRICARE policy implementing the Military-Civilian Health Services Partnership Program, hereafter referred to as the "Partnership Program." This TRICARE Policy Execution Directive authorizes continuation of the Partnership Program in geographical areas included in the TRICARE Overseas Program[1] (TOP) and the state of Alaska.

[1] The TOP is the Department of Defense managed health care program outside the 50 states of the United States and the District of Columbia. The TOP consists of three regions: TRICARE Europe; TRICARE Latin America and Canada (including Puerto Rico and the Virgin Islands); and TRICARE Pacific.

Background. Under the authority of reference (a), the Department of Defense (DoD) may implement a Partnership Program if it is determined that it will result in the delivery of health care to TRICARE beneficiaries in a more effective, efficient, or economical manner. By policy (DoD Instruction 6010.12, "Military-Civilian Health Services Partnership Program," October 22, 1987) and regulation (paragraph 199.1(p) of reference (c)), DoD implemented the Partnership Program to integrate specific health care resources between facilities of the Uniformed Services and providers in the civilian health care community. It allowed, in part, TRICARE beneficiaries to receive inpatient care and outpatient services through the TRICARE civilian purchased health care program from civilian providers of health care in Military Treatment Facilities (MTFs).

As TRICARE Managed Care Support (MCS) contracts were phased in, the Partnership Program was replaced in geographical areas included in the MCS contracts by "Resource Sharing" Agreements. Under these Agreements, the MCS contractor provides personnel and other resources to the MTFs in order to help the MTFs increase the availability of services for TRICARE beneficiaries. At that time, DoD Instruction 6010.12 was cancelled and replaced with paragraph D.10. of reference (b).

In awarding MCS contracts, DoD chose not to execute contracts placing a MCS contractor at-risk for the health care costs of TRICARE beneficiaries in geographical areas under TOP or in the state of Alaska. Therefore, no Resource Sharing Agreements were available for MTFs in those geographical areas and the MTFs were allowed to maintain existing Partnership Program Agreements, referred to as "Internal Partnership Agreements".

TRICARE Regional Directors (RDs)[2] for TOP and the state of Alaska have a continuing need for Internal Partnership Agreements. MTF Commanders rely on these Agreements to augment their staffing during deployments and staffing shortfalls in provider specialties, including Family Practice, Pediatrics, OB/GYN, and Mental Health. These services have proven invaluable in providing the TRICARE Overseas Prime benefit to family members of Active Duty Service Members (ADSMs) and are critical in areas of limited provider access. By utilizing Internal Partnership Agreements, MTFs are able to:

- Supplement MTF services/capabilities
- Improve availability of services impacted during contingency operations
- Provide convenient access at MTFs to health care services by civilian providers of care
- Provide cost-effective delivery of health care services when compared to host nation rates or with CMAC rates in high-cost locations in the state of Alaska.

Purpose. The purpose of this TRICARE Policy Execution Directive is to provide authorization for continued use of Internal Partnership Agreements in TOP Regions and in the state of Alaska when an MTF is unable to provide sufficient health care services for TRICARE beneficiaries through the MTF's own resources.

[2] A TRICARE RD is the official in charge of a TRICARE Regional Office for a geographical area designated by the ASD(HA) and is responsible for development and execution of the TRICARE Health Services Plan, an integrated plan for the delivery of health care through the Military Health System within the geographical region. The TRICARE RD was previously referred to as a TRICARE "Lead Agent." See reference (d).

Definitions. The following terms are defined for purposes of this Directive:

1. Partnership Program Provider: A civilian health care provider who meets the criteria set forth in reference (c) as an authorized TRICARE individual professional provider[3] of care and who enters into a Internal Partnership Agreement under the terms of this Directive.

2. Internal Partnership Agreement: An Agreement, under the Military-Civilian Health Services Partnership Program, between a MTF commander and a Partnership Program Provider which enables the use of civilian health care personnel or other resources on the premises of a MTF to provide medical care to those TRICARE beneficiaries otherwise entitled to civilian purchased health care under reference (c). Payment for the care shall be subject to the terms and conditions for coverage of such care under reference (c) and the rates specified in the individual Internal Partnership Agreement. In accordance with reference (a), patient cost-shares for such care shall be the same as cost-shares computed for care otherwise furnished by the MTF.

Roles and Responsibilities.

1. The Deputy Director, TRICARE Management Activity (TMA) (or designee), shall:

   a. Issue TRICARE Policy Directive for execution of policy implementing the Partnership Program.

   b. Exercise authority for final approval/denial of all Internal Partnership Agreements.

   c. Monitor and evaluate implementation of the Partnership Program to ensure delivery of health care to TRICARE beneficiaries in a more effective, efficient, and economical manner.

   d. Contract for administrative processing of TRICARE claims arising under the Partnership Program.

   e. Designate a TMA Partnership Program Manager. All matters referred to the TRICARE Deputy Director under this Policy Directive shall be addressed to the attention of the TMA Partnership Program Manager.

2. The Surgeons General of the Military Departments shall:

   a. Provide the authority to implement the Partnership Program within their respective MTFs.

[3] An exception to this definition has been made to accommodate previously existing arrangements established with the government of Germany under the Status of Forces Agreement for implementation of the Partnership Program in that country. In view of these unique circumstances, an exception is granted for MTFs in Germany to enter into Internal Partnership Agreements with group organizations. In these locations, conditions and provisions under the Status of Forces Agreement, Article 72, will be fully complied with for group organizations operating as an "enterprise" in Germany. For purposes of TRICARE claims processing, health care claims from the group organizations shall be processed similar to claims from a centralized billing activity for participating TRICARE providers. In addition, all providers of health care for which the group organization submits a TRICARE claim shall individually meet the requirements under reference (c) as an authorized TRICARE individual professional provider of care. The TRICARE RD for the region including Germany shall modify the model Internal Partnership Agreement attached to this Directive, as appropriate, to permit execution by a group organization. Group organizations shall not be allowed to enter into Internal Partnership Agreements in any location other than Germany.

b. Administer and monitor MTF business plans to ensure the effective, efficient, and economical delivery of health care to eligible beneficiaries.

c. Educate MTF Commanders and their staffs and beneficiaries about the Partnership Program with appropriate assistance of the TRICARE Area Office (TAO) Directors and the TMA.

d. Coordinate with respective TAO Directors to ensure MTF implementation of the Partnership Program is consistent with the TRICARE Regional Health Services Plan.

e. Review MTF Internal Partnership Agreements for interaction/consistency with other Service-funded programs, such as venture capital initiatives.

1) Disapprove Internal Partnership Agreements if inconsistent with Services business plans/policies.

2) Forward approved MTF Internal Partnership Agreements to TMA Deputy Director for final approval/denial.

3. The TAO Director for each TOP and the state of Alaska shall:

a. Include MTF use of Internal Partnership Agreements in the TRICARE Regional Health Services Plan to ensure the effective, efficient, and economical delivery of health care to TRICARE beneficiaries.

b. Provide regional oversight of the Partnership Program and management controls established by MTF Commanders.

c. Review all MTF Internal Partnership Agreements for consistency with the TRICARE Regional Health Services Plan.

1) Recommend disapproval of MTF Internal Partnership Agreements to the appropriate Surgeon General if Agreements are inconsistent with the TRICARE Regional Health Services Plan.

2) Forward approved MTF Internal Partnership Agreements to the appropriate Surgeon General (or designee) for denial or recommended approval.

4. The Commanders of MTFs in each TOP and the state of Alaska shall:

a. Manage the Partnership Program at their MTF.

1) Establish as part of the MTF management control program, management controls that ensure the MTF Partnership Program and each MTF Internal Partnership Agreement accomplish the purpose for which it was established; i.e., that it contributes to the delivery of health care for TRICARE beneficiaries in an effective, efficient, and economical manner and complies with all controlling policies.

2) Designate an Assessable Unit (in accordance with reference (e)) for oversight of the program, specifically addressing processes for identifying and preventing fraud, waste, and abuse of government resources.

3) Identify, correct, and report management control weaknesses in the MTF Partnership Program to the TAO Director and the Surgeon General of the appropriate Military Department.

4) Address the MTF Partnership Program in the Commander's annual statement of assurance.

b. Report annually to the TMA Deputy Director, through their TAO Director and Surgeon General, on all Internal Partnership Agreements. The report should include information on the number of Internal Partnership Agreements in place, new Agreements and expired/cancelled Agreements during the reporting period, the medical service discipline or provider category associated with the Agreement, and an annual justification (see Enclosure 4) of the Partnership Program which supports continuation/modification of the Partnership Program and individual Agreements. The report will be due annually in sufficient time for consideration in development of the TRICARE Overseas Area Health Services Plan. The TMA business case analysis (BCA) guidance will be used to conduct BCAs (see Enclosure 5). If MTFs have questions on how to conduct a BCA, each service Surgeon's General Support Office is listed in Enclosure 1.

c. Analyze potential applications of the Partnership Program on a case-by-case basis and make a determination prior to entering into each Internal Partnership Agreement that all of the following criteria are met:

1) Use of the Partnership Program will meet a need for health care services that is not adequately being met by, and cannot be met with, existing MTF resources.

2) Use of the Partnership Program is more economical to the Government than referring the need for health care services to the civilian community under TRICARE.

3) Use of the Partnership Program is consistent with the mission of the MTF.

4) Use of the Partnership Program is consistent with high standards of quality health care established for MTFs.

d. In applying the criteria listed in paragraph 4.c. above, take into account the following points of consideration:

1) In verifying an unmet need for health care services, consider appointment waiting times, number of Non-Availability Statements (NASs) issued for a particular service, TRICARE use in the area, and other pertinent factors.

2) In reviewing cost impacts, make a comparison between TRICARE costs for the health care service in the community without use of the Partnership Program and providing the service through the Partnership Program. The negotiated rate(s) for each Agreement should be a discounted rate off the applicable TRICARE CMAC rate(s) in the state of Alaska, the Philippines, Panama, or a negotiated fee schedule in TOP areas appropriately discounting the host nation rate which would normally be applicable if the beneficiary had received care in a "downtown" host nation setting. All negotiated rates shall take into account the extent, if at all, that the Partnership Program provider will be supported by his or her own personnel and other resources under his or her direct control and supervision.

3) Ensure that the Agreement does not compromise the mission of the facility, and that the health care resources to be provided are consistent with the level and type of health care resources generally provided by the MTF, including appropriate consideration of the availability/adequacy of clinical and administrative support and the impact in the areas of ancillary services, appointment and scheduling, etc. resulting from the Internal Partnership Agreement.

e. Ensure that all liability issues relating to the Partnership Program are properly addressed and ensure that the civilian Partnership Program Provider has sufficient liability insurance coverage to protect TRICARE beneficiaries as well as the government.

f. Provide quality assurance controls through the medical staff appointment and reappointment procedures, the specific delineation of clinical privileges, periodic in-depth health care provider review and appraisal, and the stipulation that Partnership Providers adhere to MTF instructions and medical staff bylaws to the same extent required of Military Department health care providers. In addition, Partnership Providers shall be required to comply with the state of Alaska or host nation laws, tax requirements, and applicable licensing requirements, as well as TRICARE requirements for approved authorized provider status. The usual Service procedures will be used to ensure notification of the Federation of State Medical Boards, the National Practitioner Data Bank, and TMA Deputy Director (or designated TMA Partnership Program Manager) of those practitioners who have had their clinical privileges limited, suspended, or revoked while a participant in the Partnership Program.

g. Monitor partnership visits on a quarterly basis to ensure there is no abuse of the system by partnership providers scheduling medically inappropriate visits. The MTF and applicable service will determine how to monitor this.

h. Ensure that health care services provided TRICARE beneficiaries under the terms of the Partnership Program are consistent with authorized TRICARE benefits established by regulation and policy. An Internal Partnership Agreement may contain a provision to allow for MTF supplemental care funds to be used to pay a Partnership Program provider for care furnished to ADSMs or for non-active duty TRICARE beneficiaries only if payment to civilian sources of care would otherwise be authorized in accordance with DoD policy on use of supplemental care funds.

i. In overseas locations, excluding U.S. Territories and the state of Alaska where Medicare is the primary payor, MTFs have the option of offering health care, services under the Internal Partnership Agreement to Medicare-eligible beneficiaries, including TRICARE For Life (TFL) eligibles enrolled in Medicare Part B. Prior to offering any such services to Medicare-eligible beneficiaries under an Internal Partnership Agreement, a determination must be made that such care will be cost effective based on the required BCA and final approval of the Internal Partnership Agreement must be granted.

j. Ensure that providers who are potential participants in the Partnership Program are given fair selection opportunities to participate in the program through appropriate notification of opportunities, such as notice to local medical and professional societies, and objective selection standards.

k. Require Partnership Providers to the extent practical to use MTF health care resources, that is, specialty consultants, ancillary services, equipment, and supplies, when such resources are available.

l. Assist in providing appropriate administrative support as necessary to expedite Partnership Program provider reimbursements, but not in violation of the prohibition against a government employee acting as a representative for a claimant against the government as provided for in 18 USC 203 or 205.

m. Encourage beneficiaries to use the health care services available under Internal Partnership Agreements rather than those available in the private sector that, in the absence of the Partnership Program, would require issuance of a NAS.

n. Ensure that no guaranteed minimum patient flow is made by any government representative.

o. Ensure Partnership Providers are not assigned patients under the Primary Care Manager Concept.

p. Compute charges for beneficiaries receiving care under the Internal Partnership Agreement as charges computed for MTF care (10 U. S.C. 1096(c), reference (a).)

q. Ensure that the Partnership Program providers:

1) Qualify as authorized TRICARE providers under reference (c) and/or host nation rules and regulations.

2) Agree to be TRICARE participating providers on all TRICARE claims under reference (c).

3) Agree to bill TRICARE as secondary payer to all other insurance plan, medical service, or health plan except Medicaid and, pending clarification of policy, Medicare for Medicare-eligible beneficiaries in the state of Alaska.

4) Meet the licensing and privileging requirements of the MTF.

5) Agree to comply with all rules and procedures of the MTF.

6) Provide full professional liability insurance covering acts or omissions of such health care provider, as well as those of support personnel, not covered by 10 USC 1089, and other resources supporting that provider to the same extent as is usual and customary in civilian practice in the community.

Procedures:

1. Before an Internal Partnership Agreement may be executed and implemented, the MTF Commander involved shall submit the proposed Agreement to the TAO Director or designee. The TAO will forward recommendations to the applicable Service Surgeon General or designee and then, the Service will forward the Agreement, if approved, to TMA for final review and approval by the Deputy Director, TMA (or designee). If the Agreement is disapproved by TMA, a written statement of reasons for disapproval shall be sent to the MTF Commander, the appropriate Service Surgeon General and the TAO. If the Agreement is disapproved by the Services Surgeon General, the Service shall notify the TAO and MTF Commander. After coordination with the TAO, disapproval by either the Services Surgeon General or TMA Deputy Director shall constitute disapproval.

2. An Internal Partnership Agreement shall not last longer than two years with the option to renew, based upon mutual agreement between the MTF Commander and the civilian provider of health care. The continuation of any Agreement beyond the first year is subject to annual justification by MTF Commander, Services Surgeon General, and TMA Deputy Director (see Enclosure 4) and inclusion in the TRICARE Regional Health Service Plan as required under paragraph 4.b. above. All Agreements shall be subject to modification unilaterally by the government to incorporate any changes in policy directed by the TMA Deputy Director, Services, TAOs, or MTF Commanders unless the civilian provider of health care objects in writing to the modification, at which time the Agreement shall be cancelled at the sole discretion of the MTF Commander based on 90 days written notice. All changes in policy will be coordinated through the TRICARE RD or designee, Services, and then, the TMA Deputy Director. In all other situations, the Agreement may be cancelled by mutual consent of the civilian provider of health care and MTF Commander, or for the convenience of the government (without recourse by the civilian provider) based on 90 days written notice issued by the MTF Commander. MTF Commanders are responsible for notifying the TRICARE RD, Service, and TMA Deputy Director of such cancellations.

Effective Date and Implementation.

This TRICARE Policy Directive is effective immediately. The TMA point of contact on this issue is the Deputy Chief, Managed Care Support Office, TMA Operations Directorate, Aurora, Colorado at (303) 676-3476.

Thomas F. Carrato
Deputy Director

cc:
Surgeon General, U.S. Army
Surgeon General, U.S. Navy
Surgeon General, U.S. Air Force

Enclosures -- 5
El. Service BCA Point of Contacts
E2. Template for Internal Partnership Agreement (Individual Agreements)
E3. Template for Internal Partnership Agreement (Group Agreements)
E4. Annual Justification
E5. Business Case Analysis

ENCLOSURE 1

SERVICE SURGEONS GENERAL SUPPORT OFFICES

1.1 Army: U.S. Army Medical Command, TRICARE Operations Division, (210) 221-7074 or 7055
1.2. Navy: Healthcare Support Office, (904) 542-7200
1.3. Air Force: Health Benefits Division, AFMSA/SGSA, (202) 767-4699, DSN: 297-4699

ENCLOSURE 2

SAMPLE

**TEMPLATE INTERNAL PARTNERSHIP AGREEMENT
FOR INDIVIDUAL AGREEMENTS**

**MILITARY-CIVILIAN HEALTH SERVICES PARTNERSHIP PROGRAM
LETTER OF AGREEMENT
BETWEEN
(MTF NAME)
AND
(HEALTH CARE PROVIDER NAME)**

A. GENERAL

1. This Agreement is entered into by and between **(MTF Name)**, hereinafter referred to as the Military Treatment Facility or MTF and **(Name of Civilian Provider)**, hereinafter referred to as the Health Care Provider. This Agreement is effective for two years upon written notification to the parties of approval by the TMA Deputy Director or designee through **(Date)**.
2. The purpose of this Agreement is to integrate specific MTF and TRICARE program resources to provide medical services for TRICARE beneficiaries at **(MTF Name)**.
3. The Health Care Provider must complete application, and be approved, for clinical privileges at the MTF for the purpose of practicing medicine in **(Enter Specialty)**. The Health Care Provider agrees to all the terms and conditions of the application for clinical privileges at the MTF, as well as the terms and conditions of this Agreement.
4. The MTF is a U. S. Government health care facility within the Department of Defense (DoD) operated by the **(Military Department)**. The MTF is accountable to the Surgeon General of the **(Military Department)** as the equivalent of the Board of Trustees. The MTF Commander is the local representative of the Board of Trustees and is responsible for the operation of the MTF.
5. This Agreement does not become binding on either party until signed by the TRICARE Management Activity (TMA) Deputy Director (or designee). Their signed approval will become an enclosure to this Agreement (see Appendix D).
6. During the term of this Agreement, the Health Care Provider shall not advise, recommend, or suggest to persons authorized to receive medical care at DoD facilities that such medical care be received from the Health Care Provider, or any other contracted health care practitioner, or employee, except pursuant to this Agreement.
7. The Health Care Provider is not prohibited, by reason of this Agreement, from conducting a private practice, if the following conditions prevail:
   a. No conflict with the performance of duties under the Agreement exists.
   b. Practice is not conducted at any DoD MTF or using any US Government property.

c. The Health Care Provider complies with paragraph 6. above.

B. ARTICLES OF AGREEMENT

1. The MTF Commander, or Designee, shall:

a. Review past and current performance of, determine qualifications of, determine liability insurance coverage of, and select Health Care Providers.

b. Comply with Utilization Review and Quality Assurance directives and **(Military Department)** regulations, including, but not limited to:

1) Ensuring that selected Health Care Providers are credentialed in accordance with (IAW) DoD and Military Department directives and regulations and MTF bylaws. The **(MTF Name)** Credentials Committee has reviewed the Health Care Provider's credentials and found them acceptable IAW applicable regulations.

2) Ensuring that Health Care Providers and associated support staff adhere to MTF bylaws and DoD and Military Department directives and regulations to the same extent and in the same manner as **(Military Department)** health care providers and support staff.

c. Provide facilities, ancillary support, diagnostic and therapeutic services, equipment, and supplies necessary for the proper care and management of patients under this Agreement, to the extent available and authorized for that facility.

d. Provide support to the Health Care Provider, to the extent available and authorized for that facility, including:

1) Maintenance of patient records, including transcription and copying services, as may be necessary to satisfy both **(Military Department)** and private practitioner record keeping requirements.

2) Maintenance of the Health Care Provider case, workload, and credentials files in support of credentialing processes.

3) TRICARE administration requirements, including certification and submission, but only to the extent that it is not prohibited by 18 USC 203 205. However, the Health Care Provider will be responsible for its own billing support.

4) Authorizing subsistence at MTF dining facilities at the rates prescribed for civilian guests.

5) To the extent allowed by U.S. law and regulation and by the Status of Forces Agreement and host nation supplementary agreements, Health Care Providers and associated support personnel will be afforded logistic support.

e. Educate MTF staff, beneficiaries, other TRICARE Partnership providers, and other interested civilian providers about the Partnership Program.

f. Provide appropriate reimbursement for care rendered in the MTF to patients not eligible for TRICARE benefits.

g. Encourage beneficiaries to use Partnership Program services rather than other TRICARE services for medical care.

h. Comply with all regulatory and other requirements for granting access to DoD Computer Systems, including, but not limited to:

1) Obtaining necessary documentation from the Health Care Provider to enable a National Agency Check (NAC) (or other necessary check in the case of non-U.S. citizens) to be performed.

2) Following procedures specified by the TMA Privacy Office (in the case of U.S. citizens) or equivalent local procedures (in the case of non-U.S. citizens).

2. The Health Care Provider shall:

a. Meet the licensing and privileging requirements of the MTF, to include, but not limited to, 10 USC 1094 and DoD Directives 6025.13, for the Health Care Provider and support personnel. The Health Care Provider shall be required to comply with [the state of Alaska] [the host nation laws] tax requirements, and applicable licensing requirements for approved authorized provider status.

b. Provide full professional liability insurance covering acts or omissions of the Health Care Provider, support staff, and other resources supporting the Health Care Provider as part of this Agreement to the same extent as is usual and customary in the civilian practice community. The MTF Commander or designee, after consultation with and concurrence of the Staff Judge Advocate, shall have the sole authority to determine whether the terms, conditions, and limits of the professional liability insurance policy meet the requirements of this paragraph. The insurance will be for all claims filed within the statute of limitations period provided by law. Evidence of such insurance will be provided by the Health Care Provider to **(MTF Name)** upon execution of this Agreement and thereafter, whenever the current certification expires.

c. Furnish evidence of Occurrence-Type professional liability insurance or, at a minimum, Claims-Made coverage which contains coverage endorsement, or an equivalent clause, providing indemnification for the United States for all claims filed within the statute of limitation period provided by law. Liability coverage is applicable to clinical privileges granted. Failure to maintain adequate coverage is cause for immediate termination of the Agreement.

d. Provide full disclosure of all information, including, but not limited to, past performance, as required by the credentialing process.

e. Abide by MTF bylaws and DoD and Military Department directives and regulations with regard to Utilization Review and Quality Assurance Directives, including, but not limited to, in service training, maintenance of records, utilization review, performance evaluation, release of medical information, and credentialing. The Health Care Provider understands and agrees to the responsibilities of meeting and sustaining professional qualifications and requirements commensurate with credentialing and privileging standards of the MTF for its providers and support personnel. Failure to meet these standards serves as a basis to cancel this Agreement immediately.

f. Abide by unique **(Military Department)** requirements concerning the nature of limited privileged communication between the patient and the Health Care Provider as may be necessary for security and Personnel Reliability Programs (PRP).

g. In general, use all available **(Military Department)** resources to include, but not limited to, specialty consultations, ancillary services, equipment and supplies for the optimal care of patients under this Agreement. The Health Care Provider or **(MTF Name)** will provide support personnel as shown in Appendix A of this Agreement.

h. Adhere to this TRICARE Health care Provider Agreement and claim submission requirements concerning allowable payment for services rendered as stated in Appendix B to this Agreement. Allowable payment will be based on medical services delivered to patients in **(MTF Name)** and will be made by TRICARE to the Health Care Provider in the amount specified in Appendix C to this Agreement.

i. Claims for patients having other health insurance must be submitted to the other insurance carrier prior to filing any claim with the U.S. Government. The Health Care Provider may charge their customary fee to other insurance carriers. If other insurance pays equal to, or more than the fee established by this Agreement, no claim may be filed to TRICARE. If the insurance pays less than the agreed upon fee, then a claim for the difference may be filed to TRICARE.

j. Abide by regulatory and other requirements for being granted access to DoD Computer Systems. This includes, but is not limited to, filling out all necessary forms and granting any necessary releases to enable a National Agency Check (NAC) (or other necessary check in the case of non-U.S. citizens) to be performed.

C. OTHER CONSIDERATIONS

1. Neither party shall assign, transfer, convey, sublet, or otherwise dispose of this Agreement, or the right, title to, or interest therein, or the power to execute such Agreement, to any other person, company, or corporation, without the other party's previous written consent. Consent must be, as a minimum, between the Health Care Provider, the MTF Commander, and the TAO Director or designee.

2. In the event of illness or incapacity rendering the Health Care Provider incapable of delivering services, care for patients under this Agreement shall be transferred to other health care providers at the discretion of the MTF Commander.

3. The proposed term of this Agreement is two (2) years with an option to renew based upon mutual agreement; however, continuation of the Agreement beyond the first year is subject to annual approval by the MTF Commander. Exercise of the renewal option requires affirmative written action on the part of the MTF and the Health Care Provider not less than 90 days prior to the end of the Agreement. Termination of this Agreement shall be predicated upon satisfactory written notice to the other party not less than 90 days before the proposed termination date. The 90-day-notice requirements may be waived, however, by mutual consent of the parties to the Agreement or unilaterally for the convenience of the Government (including its mobilization requirements).

4. Regardless of any provision of host nation law to the contrary, the Health Care Provider shall abide by the **(Military Department)** rules and regulations concerning the confidentiality of patient records, as embodied in the Privacy Act of 1974 and DoD regulations and directives and **(Military Department)** regulations.

5. Regardless of any provision of host nation law to the contrary, the Health Care Provider will abide by **(Military Department)** rules and regulations concerning release of information to the public, as embodied in the Freedom of Information Act, DoD Health Information Privacy Regulation (DoD 6025.18-R), and current DoD directives. This provision specifically requires the Health Care Provider to obtain advance approval from the **(Military Department)** before publication of technical papers in any professional or scientific journals, at any seminars or conferences, or in any other written or oral media.

6. The MTF Commander designates **(Name and Title of MTF Representative)** as the point of contact for the MTF. The Health Care Provider designates **(Name and Title of Representative)**, as the point of contact for the Health Care Provider.
7. It is understood that no care rendered pursuant to this Agreement will be a part of a study, research grant, or other protocol without the written consent of the Deputy Director, TMA, and the Assistant Secretary of Defense (Health Affairs).
8. The MTF's liability for actions of its employees is governed by 10 USC 1089, 10 USC 2734, and 28 USC 1346(b), 2671-80. The Health Care Provider is not an employee within the definition of these federal statutes. Under the terms of this Agreement, the Health Care Provider is solely responsible for any and all liability incurred as a result of the Health Care Provider's actions or omissions, and the Health Care Provider shall indemnify the United States Government from any and all liability.
9. Disputes between the parties to this Agreement:
   a. If any dispute concerning this Agreement cannot be resolved between the Health Care Provider and the MTF point of contact, the decision of the MTF Commander is final.
   b. Choice of Law. United States law will control in any dispute between the Health Care Provider and the U.S. Government concerning this Agreement.
10. Non-exclusivity. The Health Care Provider understands that this Agreement does not constitute an exclusive right to perform medical services at the MTF. The MTF reserves the right to execute other Agreements with TRICARE partners for the performance of medical services and to perform medical services by hiring and using its own employees and officers.
11. Modifications. This Agreement may only be modified in writing, signed by the Health Care Provider, the MTF Commander or designee, and Deputy Director, TMA or designee.

RECOMMENDATION FOR APPROVAL:

MTF NAME	HEALTH CARE PROVIDER
_____	_____
Name and Title of MTF Authorized Signer	Name and Title of Health Care Provider Authorized Signer
Date: _____	Date: _____

Appendix A: Health Care Provider/Associated Support Personnel Staffing
Appendix B: Claims Submission Requirements
Appendix C: Negotiated Fee Schedule
Appendix D: Approval of the Partnership Agreement

ENCLOSURE 2

APPENDIX A

SAMPLE

HEALTH CARE PROVIDER/ASSOCIATED SUPPORT PERSONNEL STAFFING LETTER OF AGREEMENT BETWEEN (MTF NAME) AND (HEALTH CARE PROVIDER NAME)

SUBJECT: Items Negotiated between the Two Parties

1. The **(MTF name)** or provider will endeavor to provide adequate nursing assistants, receptionists, and billing support for care provided under this Agreement. Nursing support personnel will attend a one day Newcomer's Orientation class, a three-day Nursing Orientation class, and all other training which the MTF normally requires of its own nursing support personnel. Such training may consist of courses on direct patient care, safety, and systems & security, but will not include military-related courses. Additionally, new receptionists/nursing assistants will contact the MTF or clinic Health Benefits Advisor for a briefing on TRICARE requirements and TRICARE eligibility. The MTF will be responsible for providing appointment and ancillary support services.
2. The Health Care Provider agrees to receive all TRICARE eligible patients. Patients who are determined to be TRICARE ineligible will be referred back to the MTF for reappointment.
3. The **(MTF name)** or provider recognizes that continuity of patient care is of the utmost importance to the MTF, and will endeavor to furnish support staff who are available for the duration of the Agreement.

MTF COMMANDER _____

_____ Commander

_____ Provider

Date: _____

Date: _____

ENCLOSURE 2

APPENDIX B

SAMPLE

CLAIMS SUBMISSION REQUIREMENTS

To facilitate the processing of Partnership Claims, the following guidelines must be followed.

1. Each claim must be identified by a large, bold "Partnership" stamp that does not obscure the claim information. If claims are not identified in this manner, they will be processed as TRICARE claims since it is impossible for the TMA claims processor to otherwise distinguish them.
2. All Partnership claims are to be submitted on either a CMS 1500 (08/2005) or DD 2642 claims form. No beneficiary-submitted claims will be processed.
3. The claim form must clearly indicate that it is from a participating provider by checking the "Yes" block next to "participating" on the appropriate TRICARE-approved claim form.
4. Only TRICARE-approved procedure codes are to be used to bill for all services provided.
5. Only procedures/services that are within the scope of the approved Agreement are to be billed.
6. The procedures/services billed to TRICARE are only those provided to TRICARE-eligible beneficiaries.
7. All partnership procedures/services are to be performed within the MTF, and the appropriate block on the TRICARE claim form must indicate that the procedures/services were provided in the MTF.
8. If a beneficiary has other health insurance (OHI), the claims for Partnership procedures/services must first be filed with the other coverage before being submitted to TRICARE. Documentation of the action taken by the OHI plan must accompany the partnership claim submitted to TRICARE.
9. The beneficiary must not be billed for any deductibles or cost-shares.
10. Only the fees specified in the Partnership Agreement are to be billed to TRICARE.

ENCLOSURE 2

APPENDIX C

SAMPLE

NEGOTIATED RATES

LETTER OF AGREEMENT
BETWEEN
(MTF NAME)
AND
(HEALTH CARE PROVIDER NAME)

SUBJECT: List of Providers, Locations, Specialties and Costs

1. The Health Care Provider agrees to provide pediatric, primary care, and family practice physician services for $XX.XX per visit, and Physician Assistant Services at $XX.XX per visit.

   a. XXXXX Clinic: Family Practice and Pediatrics.

   b. XXXXX Clinic: Pediatrics and Family Practice.

   c. XXXXX MTF: Primary Care Services and Physician Assistant Services.

   d. XXXXXX Clinic: Family Practice Service, to include obstetric care up to the 36th week of gestation, and Physician Assistant Services.

   e. XXXXXX Clinic: Primary Care and Pediatrics.

   f. Psychology Services at XXXXXX, XXXXXXXX and XXXXXX Clinics as listed below:

CPT CODE[1]	PROCEDURE	RATE:
90801	Diagnostic Interview (90 min)	$XXX.XX
90804	Psychotherapy (30 min)	$XXX.XX
90806	Psychotherapy (50 min)	$XXX.XX
90808	Psychotherapy (80 min)	$XXX.XX
90846	Family Therapy (w/o patient)	$XXX.XX
90847	Family Therapy (with patient)	$XXX.XX
90853	Group Therapy	$XXX.XX
90901	Biofeedback Training	$XXX.XX
90887	Exam Interpretation	$XXX.XX

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g. Psychiatry Services at XXXXXX, XXXXXXX and XXXXXXX

CPT CODE[1]	PROCEDURE	RATE:
90801	Diagnostic Interview (90 min.)	$XXX.XX
90802	Diagnostic Interview, Interactive (90 min)	$XXX.XX
90804	Psychotherapy (30 min.)	$XXX.XX
90806	Psychotherapy (50 min.)	$XXX.XX
90808	Psychotherapy (80 min.)	$XXX.XX
90846	Family Therapy (w/o patient)	$XXX.XX
90847	Family Therapy (with patient)	$XXX.XX
90853	Group Therapy (Each)	$XXX.XX
90862	Pharmacologic Management	$XXX.XX
90887	Interpretation of Psychiatric Exams	$XXX.XX
90901	Biofeedback Training	$XXX.XX

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2. The MTF will endeavor to provide a nursing assistant, receptionist, and billing agent for each MTF location at no extra cost.

ENCLOSURE 2

APPENDIX D

SAMPLE

APPROVAL OF THE PARTNERSHIP AGREEMENT
BETWEEN
(MTF NAME)
AND
(HEALTH CARE PROVIDER NAME)

The undersigned, as evidenced by their signatures below, approve this Military-Civilian Health Services Partnership Program Letter of Agreement.

TAO Director **(Typed Name and Title)**	**Date**
Surgeon General of the (specify Service Branch) **(Typed Name and Title)**	**Date**
Deputy Director, TRICARE Management Activity **(Typed Name and Title)**	**Date**

ENCLOSURE 3

SAMPLE

**TEMPLATE INTERNAL PARTNERSHIP AGREEMENT
FOR GROUP AGREEMENTS**

**MILITARY-CIVILIAN HEALTH SERVICES PARTNERSHIP PROGRAM
LETTER OF AGREEMENT
BETWEEN
(MTF NAME)
AND
(CONTRACTOR NAME)**

A. GENERAL

1. This Agreement is entered into by and between **(MTF Name)**, hereinafter referred to as the Military Treatment Facility or MTF, and **(Contractor Name)**, hereinafter referred to as the Health Care Provider. The term "Health Care Provider" includes individual practitioners under contract with **(Contractor Name)**, and credentialed by the MTF. A list of individual practitioners will be provided to the MTF at least 5 workdays prior to commencement of services under this Agreement. This Agreement is effective for two years upon written notification to the parties of approval by the TMA Deputy Director or designee.
2. The purpose of this Agreement is to integrate specific MTF and TRICARE program resources to provide medical services for TRICARE beneficiaries at **(MTF Name)**.
3. Individual practitioners complete application for clinical privileges at the MTF for the purpose of practicing medicine in **(Enter Specialty)**. The Health Care Provider agrees to all the terms and conditions of the application for clinical privileges at the MTF, as well as the terms and conditions of this Agreement.
4. The MTF is a U. S. Government health care facility within the Department of Defense (DoD) operated by the **(Military Department)**. The MTF is accountable to the Surgeon General of the **(Military Department)** as the equivalent of the Board of Trustees. The MTF Commander is the local representative of the Board of Trustees and is responsible for the operation of the MTF.
5. This Agreement does not become binding on either party until signed by the Deputy Director, TRICARE Management Activity (TMA) (or designee). Their signed approval will become an enclosure to this Agreement (see Appendix D).
6. During the term of this Agreement, the Health Care Provider and its practitioners will not advise, recommend, or suggest that persons authorized to receive medical care at DoD facilities, should receive medical care from the Health Care Provider, or any other contracted health care practitioner, or employee, except pursuant to this Agreement.
7. The Health Care Provider and its individual practitioners are not prohibited, by reason of this Agreement, from conducting a private practice, if the following conditions prevail:

   a. No conflict with the performance of duties under the Agreement exists.

b. Practice is not conducted at any DoD MTF or using any U.S. Government property.

c. The Health Care Provider and its individual practitioners comply with paragraph 6 above.

B. ARTICLES OF AGREEMENT

1. The MTF Commander, or Designee, shall:

a. Review past and current performance of, determine qualifications of, determine liability insurance coverage of, and select potential health care entities.

b. Comply with Utilization Review and Quality Assurance directives and **(Military Department)** regulations, including, but not limited to:

1) Ensuring that individual practitioners of the Health Care Provider are credentialed in accordance (IAW) with DoD and Military Department directives and regulations and MTF bylaws. The **(MTF Name)** Credential's Committee has reviewed the Health Care Provider's credentials and found them acceptable IAW applicable regulations.

2) Ensuring that individual practitioners and support staff of the Health Care Provider adhere to MTF bylaws and DoD and Military Department directives and regulations to the same extent and in the same manner as **(Military Department)** health care providers and support staff.

c. Provide facilities, ancillary support, diagnostic and therapeutic services, equipment, and supplies necessary for the proper care and management of patients under this Agreement, to the extent available and authorized for that facility.

d. Provide administrative support to the Health Care Provider's individual practitioners, to the extent available and authorized for that facility, including:

1) Maintenance of patient records, including transcription and copying services, as may be necessary to satisfy both **(Military Department)** and private practitioner recordkeeping requirements.

2) Maintenance of individual practitioner case, workload, and credentials files in support of credentialing processes.

3) TRICARE administration requirements, including certification and submission, but only to the extent that it is not prohibited by 18 USC 203, 205. However, the Health Care Provider will be responsible for its own billing support.

4) Authorizing subsistence at MTF dining facilities at the rates prescribed for civilian guests.

5) To the extent allowed by U.S. law and regulation and by the Status Of Forces Agreement and host nation supplementary agreements, Health Care Provider Practitioners and associated support personnel will be afforded logistic support.

e. Educate MTF staff, beneficiaries, other TRICARE Partnership providers, and other interested civilian providers about the Partnership Program.

f. Provide appropriate reimbursement for care rendered in the MTF to patients not eligible for TRICARE benefits.

g. Encourage beneficiaries to use Partnership Program services rather than other TRICARE services for medical care.

h. Notify the appropriate TRICARE Claims Processor and TMA of all additions to or deletions from the attached list of practitioners by the Health Care Provider.

i. Comply with all regulatory and other requirements for granting access to DoD Computer Systems, including, but not limited to:

1) Obtaining necessary documentation from the Health Care Provider to enable a National Agency Check (NAC) (or other necessary check in the case of non-U.S. citizens) to be performed.

2) Following procedures specified by the TMA Privacy Office (in the case of U.S. citizens) or equivalent local procedures (in the case of non-U.S. citizens).

2. The Health Care Provider/Contractor shall:

a. Meet the licensing and privileging requirements of the MTF, to include, but not limited to, 10 USC sec. 1094 and DoD Directives 6025.13, for all Health Care practitioners and support personnel.

b. Provide full professional liability insurance covering acts or omission of all Health Care Provider practitioners, support staff, and other resources supporting practitioners as part of this Agreement to the same extent as is usual and customary in the civilian practice community. The MTF Commander or designee shall, after consultation with and concurrence of the Staff Judge Advocate, have the sole authority to determine whether the terms, conditions, and limits of the professional liability insurance policy meet the requirements of this paragraph. The insurance will be for all claims filed within the statute of limitation period provided by law. Evidence of such insurance will be provided by the Health Care Provider to **(MTF Name)** upon execution of this Agreement and thereafter, whenever the current certification expires.

c. Furnish evidence of Occurrence-Type professional liability insurance or, at a minimum, Claims-Made coverage which contains tail coverage endorsement, or an equivalent clause, providing indemnification for the United States for all claims filed within the statute of limitation period provided by law. Liability coverage is applicable to clinical privileges granted. Failure to maintain adequate coverage is cause for immediate termination of the Agreement.

d. Provide full disclosure of all information, including, but not limited to, past performance, as required by the credentialing process.

e. Abide by MTF bylaws and DoD and Military Department directives and regulations with regard to Utilization Review and Quality Assurance Directives, including, but not limited to, in service training, maintenance of records, utilization review, performance evaluation, release of medical information, and credentialing. The Health Care Provider understands and agrees to the responsibilities of meeting and sustaining professional qualifications and requirements commensurate with credentialing and privileging standards of the MTF for its providers and support personnel. Failure to meet these standards serves as a basis to cancel this Agreement immediately.

f. Abide by unique **(Military Department)** requirements concerning the nature of limited privileged communication between the patient and the Health Care Provider as may be necessary for security and Personnel Reliability Programs (PRP).

g. In general, use all available **(Military Department)** resources to include, but not limited to, specialty consultations, ancillary services, equipment and supplies for the optimal care of patients under this Agreement. The Health Care Provider/Contractor or **(MTF name)** will provide support personnel as shown in Appendix A of this Agreement.

h. Adhere to this TRICARE Health Care Provider Agreement and claim submission requirements concerning allowable payment for services rendered as stated in Appendix B to this Agreement. Allowable payment will be based on medical services delivered to patients in **(MTF Name)** and will be made by TRICARE to the Health Care Provider in the amount specified in Appendix C to this Agreement.

i. Claims for patients having private health insurance must be submitted to the private insurance carrier prior to filing any claim with the U.S. Government. The Health Care Provider individual practitioners may charge their customary fee to private insurance. If private insurance pays equal to, or more than the fee established by this Agreement, no claim may be filed to TRICARE. If the insurance pays less than the agreed fee, then a claim for the difference may be filed to TRICARE.

j. Abide by regulatory and other requirements for being granted access to DoD Computer Systems. This includes, but is not limited to, filling out all necessary forms and granting any necessary releases to enable a National Agency Check (NAC) (or other necessary check in the case of non-U.S. citizens) to be performed.

C OTHER CONSIDERATIONS

1. Neither party shall assign, transfer, convey, sublet, or otherwise dispose of this Agreement, or the right, title to, or interest therein, or the power to execute such Agreement, to any other person, company, or corporation, without the other party's previous written consent. Consent must be, as a minimum, between the Health Care Provider, the MTF Commander, the TAO Director or designee, and TMA Deputy Director or designee.

2. In the event of illness or incapacity rendering the Health Care Provider incapable of delivering services, care for patients under this Agreement shall be transferred to other health care providers at the discretion of the MTF Commander.

3. The proposed term of this Agreement is two (2) years with an option to renew for a two-year period based upon mutual agreement. Exercise of the renewal option requires affirmative written action on the part of the MTF and the Health Care Provider/Contractor not less than ninety (90) days prior to the end of the Agreement. Termination of this Agreement shall be predicated upon satisfactory written notice to the other party not less than ninety (90) days before the proposed termination date. The ninety (90)-day-notice requirements 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. Regardless of any provision of host nation law to the contrary, Health Care Provider practitioners shall abide by the **(Military Department)** rules and regulations concerning the confidentiality of patient records, as embodied in the Privacy Act of 1974, DoD regulations and directives, and **(Military Department)** regulations.

5. Regardless of any provision of host nation law to the contrary' Health Care Provider providers will abide by **(Military Department)** rules and regulations concerning release of information to the public, as embodied in the Freedom of Information Act, DoD Health Information Privacy Regulation (DoD 6025.18-R), and current DoD directives. This provision specifically requires Health Care Provider practitioners to obtain advance approval from the **(Military Department)** before publication of technical papers in any professional or scientific journals, at any seminars or conferences, or in any other written or oral media.

6. The MTF Commander designates **(Name and Title of MTF Representative)** as the point of contact for the MTF. The Health Care Provider/Contractor designates **(Name and Title of Representative)**, as the point of contact for the Health Care Provider/Contractor.

7. It is understood that no care rendered pursuant to this Agreement will be a part of a study, research grant, or other protocol without the written consent of the Director, TMA, and the Assistant Secretary of Defense (Health Affairs).

8. The MTF's liability for actions of its employees is governed by 10 USC 1089, 10 USC 2734, and 28 USC 1346(b), 2671-80. Health Care Provider/Contractor practitioners are not employees within the definition of these Federal statutes. Under the terms of this Agreement, Health Care Provider practitioners are solely responsible for any and all liability incurred as a result of their actions or omissions, and the Health Care Provider practitioners shall indemnify the United States Government from any and all liability.

9. Disputes between the parties to this Agreement:

   a. If any dispute concerning this Agreement cannot be resolved between the Health Care Provider and the MTF point of contact, the decision of the MTF Commander is final.

   b. Choice of Law. United States law will control in any dispute between the Health Care Provider/Contractor and the U.S. Government concerning this Agreement.

10. Non-exclusivity. The Health Care Provider understands that this Agreement does not constitute an exclusive right to perform medical services at the MTF. The MTF reserves the right to execute other Agreements with TRICARE partners for the performance of medical services and to perform medical services by hiring and using its own employees and officers.

11. Modifications. This Agreement may only be modified in writing, signed by the Health Care Provider and the MTF Commander or designee and Deputy Director, TMA or designee.

RECOMMENDATION FOR APPROVAL:

MTF Name	Health Care Provider/Contractor
_____	_____
Name of MTF Authorized Signer	Name and Title of Health Care Provider/Contractor Authorized Signer
Date: _____	Date: _____

Appendix A: Health Care Provider/Associated Support Personnel Staffing
Appendix B: Claims Submission Requirements
Appendix C: Negotiated Fee Schedule
Appendix D: Approval of the Partnership Agreement

ENCLOSURE 3

APPENDIX A

SAMPLE

HEALTH CARE PROVIDER/ASSOCIATED SUPPORT PERSONNEL STAFFING
LETTER OF AGREEMENT
BETWEEN
(MTF NAME)
AND
(HEALTH CARE PROVIDER/CONTRACTOR)

SUBJECT: Items Negotiated between the Two Parties

1. The **(MTF Name)** or Health Care Provider will endeavor to provide adequate nursing assistants, receptionists, and billing support for care provided under this Agreement. Nursing support personnel will attend a one day Newcomer's Orientation class, a three-day Nursing Orientation class, and all other training which the MTF normally requires of its own nursing support personnel. Such training may consist of courses on direct patient care, safety, and systems & security, but will not include military-related courses. Additionally, new receptionists/nursing assistants will contact the MTF or clinic Health Benefits Advisor for a briefing on TRICARE requirements and TRICARE eligibility. The MTF will be responsible for providing appointment and ancillary support services.
2. The Health Care Provider agrees to receive all TRICARE eligible patients. Patients who are determined to be TRICARE ineligible will be referred back to the MTF for reappointment.
3. The **(MTF Name)** or Health Care Provider recognizes that continuity of patient care is of the utmost importance to the MTF, and will endeavor to furnish support staff who are available for the duration of the Agreement.

MTF COMMANDER _____

_____ _____
Commander Provider

Date: _____ Date: _____

ENCLOSURE 3

APPENDIX B

SAMPLE

CLAIMS SUBMISSION REQUIREMENTS

To facilitate the processing of Partnership Claims, the following guidelines must be followed.

1. Each claim must be identified by a large, bold "Partnership" stamp that does not obscure the claim information. If claims are not identified in this manner, they will be processed as TRICARE claims since it is impossible for the TMA claims processor to otherwise distinguish them.
2. All Partnership claims are to be submitted on either a CMS 1500 (08/2005) or DD 2642 claims form. No beneficiary-submitted claims will be processed.
3. The claim form must clearly indicate that it is from a participating provider by checking the "Yes" block next to "participating" on the appropriate TRICARE-approved claim form.
4. Only TRICARE-approved procedure codes are to be used to bill for all services provided.
5. Only procedures/services that are within the scope of the approved Agreement are to be billed.
6. The procedures/services billed to TRICARE are only those provided to TRICARE-eligible beneficiaries.
7. All partnership procedures/services are to be performed within the MTF, and the appropriate block on the TRICARE claim form must indicate that the procedures/services were provided in the MTF.
8. If a beneficiary has other health insurance (OHI), the claims for Partnership procedures/services must first be filed with the other coverage before being submitted to TRICARE. Documentation of the action taken by the OHI plan must accompany the partnership claim submitted to TRICARE.
9. The beneficiary must not be billed for any deductibles or cost-shares.
10. Only the fees specified in the Partnership Agreement are to be billed to TRICARE.

ENCLOSURE 3

APPENDIX C

SAMPLE

NEGOTIATED RATES

LETTER OF AGREEMENT
BETWEEN
(MTF NAME)
AND
(HEALTH CARE PROVIDER NAME)

SUBJECT: List of Providers, Locations, Specialties and Costs

1. The Health Care Provider agrees to provide pediatric, primary care, and family practice physician services for $XX.XX per visit, and Physician Assistant Services at $XX.XX per visit.
   a. XXXXX Clinic: Family Practice and Pediatrics.
   b. XXXXX Clinic: Pediatrics and Family Practice.
   c. XXXXX MTF: Primary Care Services and Physician Assistant Services.
   d. XXXXXX Clinic: Family Practice Service, to include obstetric care up to the 36th week of gestation, and Physician Assistant Services.
   e. XXXXXX Clinic: Primary Care and Pediatrics.
   f. Psychology Services at XXXXXX, XXXXXXXX and XXXXXX Clinics as listed below:

CPT CODE[1]	PROCEDURE	RATE:
90801	Diagnostic Interview (90 min)	$XXX.XX
90804	Psychotherapy (30 min)	$XXX.XX
90806	Psychotherapy (50 min)	$XXX.XX
90808	Psychotherapy (80 min)	$XXX.XX
90846	Family Therapy (w/o patient)	$XXX.XX
90847	Family Therapy (with patient)	$XXX.XX
90853	Group Therapy	$XXX.XX
90901	Biofeedback Training	$XXX.XX
90887	Exam Interpretation	$XXX.XX

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g. Psychiatry Services at XXXXXX, XXXXXXX and XXXXXXX:

CPT CODE[1]	PROCEDURE	RATE:
90801	Diagnostic Interview (90 min.)	$XXX.XX
90802	Diagnostic Interview, Interactive (90 min)	$XXX.XX
90804	Psychotherapy (30 min.)	$XXX.XX
90806	Psychotherapy (50 min.)	$XXX.XX
90808	Psychotherapy (80 min.)	$XXX.XX
90846	Family Therapy (w/o patient)	$XXX.XX
90847	Family Therapy (with patient)	$XXX.XX
90853	Group Therapy (Each)	$XXX.XX
90862	Pharmacologic Management	$XXX.XX
90887	Interpretation of Psychiatric Exams	$XXX.XX
90901	Biofeedback Training	$XXX.XX

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2. The MTF will endeavor to provide a nursing assistant, receptionist, and billing agent for each MTF location at no extra cost.

ENCLOSURE 3

APPENDIX D

SAMPLE

APPROVAL OF THE PARTNERSHIP AGREEMENT
BETWEEN
(MTF NAME)
AND
(HEALTH CARE PROVIDER NAME)

The undersigned, as evidenced by their signatures below, approve this Military-Civilian Health Services Partnership Program Letter of Agreement.

_____	_____
TAO Director **(Typed Name and Title)**	**Date**
_____	_____
Surgeon General of the (specify Service Branch) **(Typed Name and Title)**	**Date**
_____	_____
Deputy Director, TRICARE Management Activity **(Typed Name and Title)**	**Date**

ENCLOSURE 4

SAMPLE

MILITARY-CIVILIAN HEALTH SERVICES PARTNERSHIP PROGRAM
ANNUAL JUSTIFICATION
BETWEEN
(MTF NAME)
AND
(INDIVIDUAL/GROUP HEALTH CARE PROVIDER NAME)

1. This document is an addendum to the Letter of Agreement (LOA) dated _____ between the above listed parties. That LOA was approved by the TRICARE Management Activity (TMA) Deputy Director, for the period (enter "from-to" dates provided in WPS' or PGBA's authorization letter), pending annual certification of the continued need for this Partnership Agreement.
2. The terms and conditions of the original LOA will be complied with to the full extent for the second year.
3. This addendum does not become binding on either party until it is approved by the TRICARE Regional or Area Office Director, the Service Surgeon General, and the TMA Deputy Director.
4. As the MTF commander, I certify/approve that the data contained in the original Business Case Analysis (BCA) is still valid and that the provider's services are still required.

_____ _____
MTF Commander **Date**
(Typed Name and Title)

The undersigned, as evidenced by their signature below, approve continuation of the partnership Agreement.

_____ _____
TAO Director **Date**
(Typed Name and Title)

_____ _____
Surgeon General of the (specify Service Branch) **Date**
(Typed Name and Title)

_____ _____
Deputy Director, TRICARE Management Activity **Date**
(Typed Name and Title)

ENCLOSURE 5

BUSINESS CASE ANALYSIS

Table Of Contents

Subject Area	Worksheet
Overview	Worksheet 2
Definitions	Worksheet 3
Executive Summary	Worksheet 4
MTF Optimization	
1. Eligible Population	Worksheet 5
2. Primary Care Support Analysis or	Worksheet 6
Specialty/Allied/Nurse Care Support Analysis	Worksheet 7
3. Patient Appointment Workload	Worksheet 8
4. Financial Analysis	Worksheet 9
Multiple Rates Worksheet	Worksheet 10
Other Benefits	Worksheet 11

Note: A complete BCA must include all worksheets.

OVERVIEW

This TRICARE Management Activity (TMA) Business Case Analysis (BCA) template has been developed in accordance with TRICARE policy implementing the Military-Civilian Health Services Partnership Program, hereafter referred to as the "Partnership Program." The guidance contained herein is intended for use by the TRICARE Overseas Area Offices which do not have at-risk TRICARE Managed Care Support Contracts. The TRICARE Operations Manual 6010.56-M, January 1, 2008, Chapter 24, Section 29 titled, TRICARE OVERSEAS PROGRAM (TOP) PARTNERSHIP PROGRAM provides information regarding the Partnership Program.

A partnership analysis should be initiated within the requesting Military Treatment Facility (MTF) and is intended to assist MTF leadership, the appropriate Service Surgeon General and the TRICARE Area Office Director, and the Director of TMA in determining the feasibility of establishing a Partnership Agreement to augment or implement clinical services not available within the overseas military health care system.

There are three major elements of the partnership proposal: Executive Summary, MTF Optimization, and Other Benefits. The routing process is extensive beginning with the MTF through the TRICARE Area Office Director and appropriate Service Surgeon General to TMA-West. TMA-West will coordinate their recommendations through the Director, TMA for approval. Upon approval/disapproval by the Director of TMA, TMA-West will make notification to the MTF. Recommendations for disapproval at any level will be returned. Therefore, the process should begin at least 90 days before a requested start date of a new agreement or before an existing agreement expires.

How to Use the BCA Model:

1. **Complete a separate BCA if there are any factors which affect workload and/or financial analysis, such as requests of multiple Primary Care specialties or Specialists. For example, if you need two Primary Care specialties, an Internist and a Pediatrician, complete two BCAs: one for the Internist and one for the Pediatrician.**
2. **Fill in the white cells in all required worksheets. The turquoise cells will automatically populate by formula or pull from other worksheets in the BCA.**
3. **Finish by completing the Executive Summary. Provide a brief narrative to further support your request.**
4. **Submit through designated individual offices for approval according to the policy referenced above.**

Worksheet 2

DEFINITIONS	
Requested Partnership Providers	Total FTEs of new and/or renewal Partnership Providers requested by this BCA
Authorized Providers	Earned personnel positions based on Service standards.
Assigned Providers	Actual personnel assigned to authorized positions.
MTF Provider Average Per Year	MTF Providers Total Visits/MTF Providers Assigned
Partnership Provider Average Per Year	Partnership Providers Total Visits/Partnership Providers Assigned
Average Per Provider	Total Visits (MTF + Partnership Providers)/Providers Assigned (MTF + Partnership Providers)
Delta	MTF Authorized - (MTF Assigned + Partnership Requested)
Marginal Cost	Cost required to produce one more unit of service. The marginal cost for a patient visit might include a single-use instrument tray, medication, disposable equipment, dressing supplies, etc., used during the visit. List any marginal costs on the Financial Analysis worksheet.
Claims (Health Care Costs)	Total Projected Annual Workload for Partnership Provider Requested x Cost Per Visit
Negotiated Rate	Rate per procedure negotiated with the Partnership provider.
Network/Local Rate	Actual or estimated rate for network or local provider in the community.

Worksheet 3

EXECUTIVE SUMMARY

Although this section appears first in the BCA, it is suggested that it be completed last.

Most of the information in the Analysis Summary is brought forward from the subsequent worksheets. The Analysis Summary concludes with an MTF Commander certification. A check mark entered before each statement certifies that the listed criteria was met before entering into this Partnership Agreement.

Comments in the Narrative section should effectively and concisely outline your key goals and objectives. Emphasize the most important facts, such as potential savings, long-term benefits, strategic focus, or any other factors that justify your decision. As a general rule, your narrative should include the nature and purpose of your Partnership Agreement request and highlight the major points and implications of your request. Details of your analysis should be provided in the appropriate worksheets.

I. ANALYSIS SUMMARY

Application for: NEW

Demographics:

Requesting MTF (Name/Address)	
Requesting POC (Name/Phone/E-mail)	
Partnership Provider Name	
Provider Specialty/Clinic	
Clinic Practice Location	
Date Submitted (dd/mm/yy)	

Total Population Served: 0

Historical Workload (Last 12 Months):

PRIMARY CARE		SPECIALTY CARE	
MTF Provider Average Per Year	0	MTF Provider Average Per Year	0
Partnership Provider Average Per Year	0	Partnership Provider Average Per Year	0
Average Per Provider	0	Average Per Provider	0

Projected Workload (12 Months):

Total Proj Annual Workload for Partnership Provider(s) Requested	0	Average Per Provider Including Partnership	0

PCM Enrollment Ratio:

Average Enrollees Per Assigned PCM	**1 to**	0	Average Projected Enrolled per PCM	**1 to**	0
			Service Standard Ratio Per PCM	**1 to**	0

EXECUTIVE SUMMARY (CONT'D)

Summary of Cost Options:

	Partnership	Network/Local	TDY
Cost First Year (Start-Up & Recurring)	-	-	-
Cost Second Year (Recurring)	-	-	-
Savings (Partnership vs. Network/Local)	-		
Savings (Partnership vs. TDY)	-		

Providers Assigned:

Primary Care Providers (including assigned Partnership)	0.0
Specialty/Allied/Nurse (including assigned Partnership)	0.0

Other Benefits:

MTF Commander Certification:

I certify that:

- ☐ Use of the Partnership Program will meet a need for health care services that is not adequately being met by, and cannot be met with, existing MTF resources.
- ☐ Use of the Partnership Program is consistent with the mission of the MTF.
- ☐ Use of the Partnership Program is consistent with the high standards of quality health care established for MTFs.

II. NARRATIVE:

Worksheet 4

ELIGIBLE POPULATION	
This section should identify your eligible population. The source for the eligible population data is M2, CHCS, or the TRICARE Europe web site. http://www.europe.tricare.osd.mil	
Active Duty Service Members	
Active Duty Family Members 0-18	
Active Duty Family Members 19+	
Retirees under age 65	
Retirees Age 65 or over	
Data Source(s):	**Total**: 0

Worksheet 5

PRIMARY CARE SUPPORT ANALYSIS

Complete this section if you are requesting a Primary Care Partnership Provider. For the requested Primary Care Specialty, enter the number of Authorized and Assigned FTEs for MTF Providers and the FTEs of Assigned and/or Requested Partnership Providers. Requested Partnership Providers is the total of new and renewal Partnership Providers requested by this BCA. If you are requesting more than one Primary Care Specialty (i.e., an Internist and a Family Practitioner), complete a separate BCA for each specialty.

This section should detail the proposal's impact on your current staffing levels. The data source for the Army is the Table of Distribution and Allowances for Providers Authorized/Assigned. For the Air Force, the data source is the Unit Personnel Manning Roster. For the Navy, the data source is the Navy Personnel System.

For providers who worked full-time, part of the year (i.e., newly assigned), part time FTE, or part time due to other duties (such as deployment), enter the FTE value in the Assigned cell as a fraction to the nearest tenth. For example, if a provider has worked 10 months of the year, enter .8 for the value in the Assigned cell. Or if the provider worked in the clinic 20 hours per week due to other duties, enter .5 for the FTE value in the Assigned cell. For each fraction, explain in the Additional Comments section what the fraction represents (i.e., provider worked part time due to other duties or was only available 10 months of the year due to deployment).

I. Primary Care Specialty (Including Partnership Providers)

Primary Care Specialty Requested	MTF		Partnership		Delta
	Authorized	Assigned	Assigned	Requested	
Family Practitioner ▼					0.0
Total:	0.0	0.0	0.0	0.0	0.0

II. ELIGIBLE ENROLLED/PCM RATIO

Avg Enrollees per Assigned PCM (MTF Provider(s) of Requested Specialty): **1 to:**

Service Standard Ratio Per PCM: **1 to:**

(If ratio is below Service standard, please justify below):

III. ANCILLARY STAFFING

Is ancillary staffing sufficient to handle additional projected workload? Yes ▼

Comments:

PRIMARY CARE SUPPORT ANALYSIS (CONT'D)	
IV. NEGOTIATED RATE	
Negotiated Rate for Partnership Provider(s) Per Visit	**0.0**

V. ADDITIONAL COMMENTS	
Data Source(s):	

Worksheet 6

SPECIALIST/ALLIED HEALTH/NURSE CARE SUPPORT ANALYSIS

Complete this section if you are requesting a Specialist, Allied Health, or Nurse Support Partnership provider. For the requested provider, enter the number of Authorized and Assigned FTEs for MTF Providers and the FTEs of Assigned and/or Requested Partnership Providers. Requested Partnership Providers is the total of new and renewal Partnership Providers requested by this BCA. For example, if you are requesting an Orthopedist, provide the number of authorized and assigned FTEs of MTF Orthopedists and the number of assigned and/or requested Partnership Orthopedists. If you are requesting more than one provider, complete a separate BCA for each different type of provider. Follow the same guidance for Allied Health and Nurse Support Providers.

This section should detail the proposal's impact on your current staffing levels. The data source for the Army is the Table of Distribution and Allowances for Providers Authorized/Assigned. For the Air Force, the data source is the Unit Personnel Manning Roster. For the Navy, the data source is the Navy Personnel System.

For providers who worked full-time, part of the year (i.e., newly assigned), part time FTE, or part time due to other duties (such as deployment), enter the value for Assigned as a fraction to the nearest tenth. For example, if a provider has worked 10 months of the year, enter .8 for the FTE value in the Assigned cell. Or if the provider worked in the clinic 20 hours per week due to other duties, enter .5 for the FTE value in the Assigned cell. For each fraction, explain below what the fraction represents (for example, provider worked part time due to other duties or was only available 10 months of the year due to deployment).

I. Primary Care Specialty (Including Partnership Providers)

Specialist/Allied Health/Nurse Support Provider Requested	MTF		Partnership		Delta
	Authorized	Assigned	Assigned	Requested	
General Surgeon					0.0
Total:	0.0	0.0	0.0	0.0	0.0

II. ANCILLARY STAFFING

Is ancillary staffing sufficient to handle additional projected workload?	Yes	Comments:

IV. NEGOTIATED RATE

Negotiated Rate for Partnership Provider(s) Per Visit	0.0

V. ADDITIONAL COMMENTS

Data Source(s):	

Worksheet 7

PATIENT APPOINTMENT WORKLOAD

Complete this section to document historical workload for the requested Primary Care Specialty, Specialist, or Allied Health Provider over the past 12 months and to project the annual Partnership Provider workload for the next 12 months.

Historical Workload:
If this is a continuation of a previous Partnership Provider Agreement, enter workload data for the past 12 months in the Partnership Providers sub-section. If you also have MTF providers assigned in the requested specialty, enter workload data for the past 12 months in the MTF Providers sub-section. If this is a new Partnership Provider Agreement, the Partnership Provider sub-section will be blank. If you do not have any MTF Providers assigned to the requested specialty, the MTF Providers sub-section will be blank. Historical workload data can be obtained from M2 or CHCS by appointment type. Non-countable provider workload should not be included (such as RN, Medical Tech, or any other visit that is not considered countable).

Projected Workload:
Always project the annual workload of your Partnership Provider(s) requested, whether it may be a continuation of a previous service or a new service, and enter the value in the Total Projected Annual Workload for Partnership Provider(s) Requested field. For example, if you are requesting an Orthopedist Partnership Provider, enter the projected workload for the next 12 months. Or if you are requesting two Orthopedist providers, enter the combined projected workload for both providers for the next 12 months. Explain your method for calculating the projected workload.

I. HISTORICAL WORKLOAD (LAST 12 MONTHS)

CLINICS: _____ **SPECIALTY:** Family Practitioner

YEAR:													
	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
Partnership Providers:													
Routine													0
Acute													0
Wellness													0
Other Appt													0
Total Visits	0	0	0	0	0	0	0	0	0	0	0	0	0
MTF Providers:													
Routine													0
Acute													0
Wellness													0
Other Appt													0
Total Visits	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Visits	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

PRIMARY CARE			SPECIALTY CARE	
MTF Provider Average Per Year			**MTF Provider Average Per Year**	
Partnership Provider Average Per Year		OR	**Partnership Provider Average Per Year**	
Average Per Provider			**Average Per Provider**	

PATIENT APPOINTMENT WORKLOAD (CONT'D)		
II. PROJECTED WORKLOAD (12 MONTHS)		
Total Proj Annual Workload for Partnership Provider(s) Requested	0	0
(Identify below method of calculating projected workload for Partnership Provider(s)):		
Data Source(s):		

Worksheet 8

FINANCIAL ANALYSIS

Complete this section using data from MCOAT, CDIS, EAS IV (or CRIS if your facility does not have access to EAS IV). The Navy source for financial data is the Navy Medicine Financial System. If you currently have a Partnership Provider, use actual cost data from the past 12 months. Second year costs should be projected based on actual costs from the previous year. New agreements should include start-up costs and annual recurring costs the first year and only include estimated recurring costs for the second year.

In the Narrative section, identify currency used throughout the Business Case Analysis, sources of data used, and discuss/identify any financial issues that are not apparent in the data.

I. SUMMARY OF COST OPTIONS

		Partnership	Network/Local	TDY
Start-Up Costs	**Equipment Purchase**		0.00	
	Remodel Costs		0.00	
	Furniture Costs		0.00	
	Other (Specify Below)		0.00	
	Total Start-Up Costs	**0.00**	**0.00**	**0.00**
Annual Recurring Costs	**Cost Per Visit**	0.00	0.00	0.00
	Equipment (Rental)		0.00	
	Facility Costs		0.00	
	Marginal Costs/Supplies		0.00	
	Per Diem/Lodging	0.00	0.00	
	Transportation	0.00	0.00	
	Claims (Healthcare Costs)	0.00	0.00	0.00
	Other (Specify Below)	0.00	0.00	0.00
	Total Recurring Costs	**0.00**	**0.00**	**0.00**
Cost First Year (Start-Up & Recurring)		**0.00**	**0.00**	**0.00**
Cost Second Year (Recurring)		**0.00**	**0.00**	**0.00**
Total Two Year Costs		**0.00**	**0.00**	**0.00**
Savings (Partnership vs. Network)		**0.00**		
Savings (Partnership vs. TDY)		**0.00**		

FINANCIAL ANALYSIS (CONT'D)

II. NARRATIVE:

Currency Used: US Dollars

Data Source(s):

Worksheet 9

MULTIPLE RATES WORKSHEET

If you have multiple procedures and negotiated rates, use this worksheet to compute total annual healthcare costs. The total healthcare costs will automatically be entered into the Financial Analysis worksheet, Claims (Healthcare Costs).

PROJECTED ANNUAL HEALTHCARE COSTS

PROCEDURE	ANNUAL WORKLOAD	PARTNERSHIP		NETWORK/LOCAL	
		NEGOTIATED RATE	TOTAL COST	RATE	TOTAL COST
			0.00		0.00
			0.00		0.00
			0.00		0.00
			0.00		0.00
			0.00		0.00
			0.00		0.00
			0.00		0.00
			0.00		0.00
			0.00		0.00
			0.00		0.00
			0.00		0.00
			0.00		0.00
			0.00		0.00
			0.00		0.00
			0.00		0.00
			0.00		0.00
			0.00		0.00
			0.00		0.00
Total Projected Annual Healthcare Costs			**0.00**		**0.00**
Total Proj Annual Workload for Partnership Provider Requested	0				

Worksheet 10

OTHER BENEFITS		
Identify any readiness reasons that should be considered in evaluating this proposal. Examples of specific readiness issues could include deployments, training, etc., (greater than 180 days) that impacts your ability to provide care. Also consider any patient satisfaction benefits that will be derived from this proposal as well as any other reasons that should be considered in evaluating this proposal (for example, quality of life issues).		
	Synopsis	**Detail**
1		
2		
3		

Worksheet 11

- END -