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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.

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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

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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.

III. RESOURCE SUPPORT

A. Resource Support Program

The Resource Support Program represents a "Task Order" requirement for the contractor to provide needed personnel, medical equipment, and medical supplies to the MTF Commanders in those situations where resource sharing is not mutually beneficial for the government and the contractor and when the appropriate Lead Agent and MTF Commander have determined that it is in the government's interest to provide services within the MHS. The requesting organization is responsible for funding orders issued under the Resource Support Program above the Guaranteed Minimums stated in the specific contract. The requesting organization is responsible for funding all orders issued under the Resource Support Program for CLINs 1006, 2006, 3006, 4006 and 5006.

1. Resource Support Limits

a. Resources available through the Resource Support Program are limited to personnel who qualify as independent professional providers based on the criteria contained in 32 CFR 199 and who also meet the credentialing requirements delineated in this chapter: clinical support personnel including, for example, nurses, utilization management and quality management personnel, x-ray technicians, laboratory technicians, pharmacists, etc., administrative support personnel whose presence will allow an increase in the number of patients treated, medical equipment, medical supplies, pharmaceutical products, and the leasing of physical space for health care delivery or administration purposes. Resource support funds shall not be expended for capital improvements.

b. Under the authority of 10 USC 1095 and 32 CFR 220.8(k).(2), resource support providers shall not bill for any form of third party payment. The MTF participating in the resource support agreement will bill for and retain all funds available from a third party.

2. Resource Support Provisions

The contractor shall comply with all subcontracting, small business, and cost accounting provisions of this contract in conjunction with the performance of this task. There shall be no orders issued under this task for personnel, equipment, or supplies which are not authorized to be required by the Government under other regulatory guidelines. Orders issued for personnel shall comply with Federal Acquisition Regulation Subpart 37.

B. Resource Support Program Requirements

1. Resource Support Personnel

Within thirty (30) calendar days of receiving a "Task Order Requirement" from the Contracting Officer, the contractor shall prepare and submit a detailed technical proposal responding to the specifications of the Task Order Requirement. Additionally, the contractor shall prepare and submit a detailed cost proposal documenting the contractor's proposed cost for the Task Order Requirement. The contractor shall separately price the direct and indirect costs and profit for each Task Order Requirement. The total fixed price for each requirement shall be negotiated between the contractor and the government, and a formal Delivery Order shall be issued by the Contracting Officer. No

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goods or services shall be provided under this section until a formal Delivery Order is issued by the Contracting Officer.

a. Resource Support Individual Professional

Providers

The contractor shall furnish individual professional providers who meet or exceed the criteria contained in 32 CFR 199.6, Policy Manual, Chapter 10, and the requirements of this chapter. The contractor shall provide personnel accepted and credentialed by the MTF within ninety (90) calendar days of receiving the Delivery Order.

b. Resource Support Clinical Support Personnel

The contractor shall furnish clinical support personnel who are licensed or certified to practice in the state and their speciality where such licensing or certification is available and meet the requirements of the facility where the individual will practice. The facility specific requirements will be contained in each Task Order Requirement. The contractor shall provide clinical support personnel accepted and credentialed by the MTF within sixty (60) calendar days of receiving the Delivery Order.

c. Resource Support Administrative Support

Personnel

The contractor shall furnish administrative support personnel who meet the requirements specified in the Task Order Requirement. The contractor shall provide administrative support personnel accepted by the MTF within sixty (60) calendar days of receiving the Delivery Order. The contractor shall demonstrate that all administrative support personnel meet the specification contained in the Task Order Requirements.

d. Supervision of Resource Support Personnel

The contractor shall supervise all resource support personnel in accordance with the provisions in Section II. of this chapter.

e. Credentialing of Resource Support Personnel

(1) The contractor shall credential all individual professional providers in accordance with the requirements in Section II. of this chapter.

(2) The contractor shall credential all clinical support personnel in accordance with the specification contained in the Task Order Requirements. The contractor shall provide the documentation supporting the fulfillment of the requirements to the MTF where the individual will work thirty (30) calendar days prior to the individual's first day of work.

f. Contractor Liability for Resource Support

Personnel

The contractor shall be solely liable for negligent acts or omissions of contractor supplied resource support personnel. The contractor shall ensure that all individual professional providers and clinical support personnel maintain full professional liability insurance.

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2. Resource Support Equipment and Supplies

Within fourteen (14) calendar days of receiving a Task Order Requirement for medical equipment, medical supplies, pharmaceutical products, or the leasing of physical health care delivery or administrative space, the contractor shall provide a detailed technical proposal which describes the product or space specified in the Task Order Requirement and fully documents how the proposed product or space meets the specifications outlined in the Task Order Requirement. Additionally, the contractor shall prepare a detailed cost proposal which documents the contractor's proposed cost for the Task Order Requirement. The contractor shall separately price the direct and indirect costs and profit for each Task Order Requirement. The total fixed price for each requirement shall be negotiated between the contractor and the government, and a formal Delivery Order shall be issued by the Contracting Officer. No goods or services shall be provided under this section until a formal Delivery Order is issued by the Contracting Officer.

a. Delivery of Resource Support Equipment and

Supplies

The contractor shall deliver to the site specified in the Delivery Order all products within the delivery period stated in the Delivery Order.

b. Maintenance of Resource Support Equipment

The contractor shall provide maintenance within *forty-eight (48)* hours on all equipment furnished through the Resource Support Program. This requirement may be fulfilled, for example, through a maintenance agreement with an appropriate firm.

C. Contractor Liability for Resource Support Equipment and Supplies

The contractor shall be responsible for the quality control, adequacy, and safety of medical equipment, supplies, and pharmaceutical products furnished through the Resource Support Program. The contractor's liability for supplies and pharmaceutical products ceases when the product is accepted by the government at the delivery site specified in the Delivery Order and of the specified contract. The contractor shall remain responsible for the maintenance of medical equipment. Title to equipment will pass to the Government in accordance with FAR Clause 52.245-2, Government Property (Fixed Price Contracts).

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b. Audit of Costs and Cost Limits

The amount reimbursed to the contractor for additional administrative expenses incurred during the period of emergency or additional health care services costs incurred during the period between the declaration of full mobilization and the implementation of the emergency provisions shall be subject to Government audit following completion of the contract or following the end of the period of emergency operations, whichever occurs first. Any amount which has been paid in excess of actual allowable costs and a reasonable profit, which shall not exceed the ratio established in accordance with DoD Weighted Guidelines, shall be reimbursed to the Government. If the Contracting Officer, during the period of emergency, reduces the scope of required services to facilitate the processing of claims, the changes shall be rapidly implemented within the time frames directed by the Contracting Officer. If a lower claim rate is justified by the change(s), then a lower rate shall be expeditiously negotiated.

c. Limitations on Operational Cost Increases

During the period of emergency operations the contractor shall not increase levels of payments, without the written consent or direction of the Contracting Officer, made for salaries, services, equipment lease or rental, space costs, depreciation or other operational costs above the levels in effect, or the levels contracted, on the first day of the month preceding the month in which this clause was implemented. The contractor is permitted and obligated to make reasonable additions to and commitments for operating resources to meet the requirements of the contract as claims volumes increase. However, such increases shall be promptly submitted for Contracting Officer review and approval prior to actual employment. Replacement of approved or existing resources are not subject to this clause if the salary scale remains constant.

4. Payment to Providers Who Operate Solely as Employees, Agents, or Sub-entities of the Contractor Under the At-Risk Contract Arrangement

In the event that TRICARE beneficiaries receive services from providers who, prior to the effective date of emergency operations, participated in the TRICARE program solely as employees, agents or sub-entities of the contractor, services from such providers shall be compensated on the basis of TRICARE Standard non-network reimbursement (OPM Part Two, Chapter 4, Section I. and Policy Manual, Chapter 13). Charges for services by such providers shall be billed to TRICARE on an acceptable claim form or other approved method of recording treatment encounters (OPM Part Two, Chapter 1, Section I.) If the contractor provides, or continues to provide, care, services, supplies, or equipment to the MTF and these services are not otherwise directly reimbursable under one of the methodologies OPM Part Two, Chapter 4, the government will negotiate with the contractor to provide equitable compensation for such care, services, supplies, or equipment (OPM Part Two, Chapter 4.)

5. Operational Responsibilities under Emergency Operations

The contractor remains responsible for performance of all the duties and responsibilities set forth under this contract, unless the Contracting Officer otherwise directs. This shall include, but is not limited to:

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a. Maintenance of claims processing capability to meet timeliness and accuracy standards for payment of claims (OPM Part One, Chapter 1, Section III.).

b. Maintenance, and expansion, if needed, of the provider network(s).

c. Maintenance and, if needed, expansion of ADP resources to properly service the contract and report payments through HCSRs. To the extent required by the Contracting Officer, ADP resources furnished by the contractor shall be made available to the Contracting Officer to maintain records of the disposition of patients, other than TRICARE patients, who are diverted to the civilian medical care system pursuant to a mobilization order. The contractor shall, to the extent required by the Contracting Officer, maintain updated patient disposition information throughout the duration of the emergency.

d. Maintenance of resources to meet all non-network standards related to beneficiary and provider services. (See OPM Part One, Chapter 1, Section III.)

e. Except as otherwise instructed, maintain and operate the Health Care Finders to assist in the referral of beneficiaries to the available medical resources within each catchment area. The purpose shall be to assist in the referral and transfer of patients to civilian facilities.

f. Resources furnished by the contractor pursuant to Section II. of this chapter, shall be made available by the contractor to each MTF Commander in whose MTF such facilities are located. Although contractor personnel may be placed in MTF facilities, these personnel are not to be supervised or controlled by Government officers or employees, e.g. 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.

g. Effective upon the date of implementation of the emergency operations provisions, all resource sharing arrangements and resource support task orders entered into subject to the terms in Section II. of this chapter, at the option of the Contracting Officer, are subject to renegotiation. In the period between the date of implementation of emergency operations and the conclusion of such negotiations, the contractor shall maintain all personnel, facilities, and equipment furnished to the Government in MTFs that are present on the first day of the month prior to the effective date of emergency operations, except to the extent that such personnel, facilities, or equipment have a higher priority government commitment arising from the emergency, such as military reserve call up or National Disaster Medical System (NDMS) commitments. All acute care network hospitals shall be members of the NDMS network, unless it can be shown that they do not qualify for membership. Compensation to the contractor for these services during this period shall be made pursuant to the provisions in this chapter.

D. Termination of Emergency Provisions

The contract shall continue to operate under the "not-at-risk" provisions in this section until a determination has been made by Congress that full mobilization is no longer in effect and the Contracting Officer has directed that the requirement for emergency operations has ended. The contractor shall resume responsibility for "at-risk" operations and shall restore full service under the contract upon a mutually agreed to date, not to

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exceed ninety (90) calendar days from the date of determination that emergency operations have ended. If the beginning of the next option period falls within the ninety (90) day window, the contractor shall be responsible for "at-risk" operations upon the first day of the option period, however, the resumption of full services may be completed on a mutually agreed date after the start of the option period, not to exceed ninety (90) calendar days from the initial determination that emergency operations are no longer in effect.

