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Department of Defense
INSTRUCTION
AD-A272 377



ASD(HA)
 October 22, 1987
 NUMBER 6010.12

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SUBJECT: Military-Civilian Health Services Partnership Program

- References:**
- (a) DoD Instruction 6010.12, "Joint Health Benefits Delivery Program," January 10, 1983 (hereby canceled)
 - (b) DoD Instruction 6010.8, "Administration of the Civilian Health and Medical Program of the Uniformed Service (CHAMPUS)," October 24, 1984
 - (c) DoD Directive 6000.7, "Dissemination of Information on Medical Officers," July 29, 1982
 - (d) DoD 6010.8-R, "Civilian Health and Medical Program of the Uniformed Services (CHAMPUS)," March 1986, authorized by DoD Instruction 6010.8, October 24, 1984
 - (e) through (h), see enclosure 1

A. REISSUANCE AND PURPOSE

This Instruction:

- 1. Reissues reference (a).
- 2. Updates procedures to enable the Military Departments to make health care services in their medical treatment facilities (MTFs) more available to health care beneficiaries using the Civilian Health and Medical Program of the Uniformed Services (CHAMPUS); and, to combine military and civilian health care resources to improve the cost-effectiveness of the DoD health care delivery system.

B. APPLICABILITY

This Instruction applies to the Office of the Secretary of Defense (OSD), the Military Departments, the Organization of the Joint Chiefs of Staff (OJCS), the Unified and Specified Commands, the Inspector General of the Department of Defense (IG, DoD), the Uniformed Services University of the Health Sciences (USUHS), the Defense Agencies, and DoD Field Activities (hereafter referred to collectively as "DoD Components"). The term "Military Services," as used herein, refers to the Army, Navy, Air Force and Marine Corps.

C. DEFINITIONS

The terms used in this Instruction are defined in enclosure 2.

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D. POLICY

1. It is DoD policy to establish a Military-Civilian Health Services Partnership Program (hereafter called the Partnership Program) to integrate specific health care resources between facilities of the Uniformed Services and providers in the civilian health care community. It allows CHAMPUS beneficiaries to receive inpatient care and outpatient services through the CHAMPUS program from civilian personnel providing health care services in MTFs and from uniformed service professional providers in civilian facilities. This policy applies when the MTF is unable to provide sufficient health care services for CHAMPUS beneficiaries through the MTF's own resources.

2. Under this policy:

a. The DoD health care delivery system can operate more efficiently by using the CHAMPUS program to supplement the MTF rather than disengaging the patient to CHAMPUS, the more costly health care component.

b. Health care resources eligible for use under the Partnership Program include providers, support personnel, equipment, and supplies.

c. Charges that accrue to all CHAMPUS beneficiaries for care from a civilian health care provider in the MTF shall be the same as those for MTF patients under the care of a military health care provider (10 U.S.C. 1096(c)), reference (e).

E. RESPONSIBILITIES

1. The Secretaries of the Military Departments shall:

a. Encourage MTF Commanders and their staffs to implement the Partnership Program in their facilities.

b. Educate MTF Commanders and their staffs, beneficiaries, and interested civilian health care personnel about the Partnership Program with the assistance of OCHAMPUS as appropriate.

c. Monitor the savings accrued by using the Partnership Program.

d. Review and evaluate authority related to the Partnership Program operations in the Military Departments.

2. The Surgeons General of the Military Departments shall provide the authority to implement the Partnership Program based on prior approval of their Military Department Secretary.

3. The Director, Office of the Civilian Health and Medical Program of the Uniformed Services, subject to the direction of the Assistant Secretary of Defense (Health Affairs), shall:

a. Promulgate and manage benefit and financial policy issues related to the Partnership Program.

b. Develop a program evaluation process to ensure that the Partnership Program accomplishes the purpose for which it was developed.

c. Provide support for implementation of this Instruction consistent with DoD Instruction 6010.8, reference (b).

d. Provide such information as may be available, upon request, on the use and costs of health care services in a specific geographic area.

e. Develop and provide model partnership agreements to contain terms, conditions and procedures of the partnerships.

4. The Commanders of Military Medical Treatment Facilities, shall:

a. Analyze potential applications of the Partnership Program (including both internal and external partnership agreements) on a case-by-case basis and make a determination prior to entering into each partnership agreement that all of the following criteria are met in that case:

(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 the normal operation of the CHAMPUS program.

(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 military treatment facilities.

b. In applying the criteria listed in paragraph E.4.a., 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 Nonavailability Statements issued for a particular service, CHAMPUS use in the area, and other pertinent factors.

(2) In reviewing cost impacts, make a comparison between CHAMPUS costs for that health care service in the community without use of the Partnership Program and providing the service through the Partnership Program. This comparison should take into account the extent, if at all, that the provider in an internal agreement will be supported by his or her own personnel and other resources under his or her direct control and supervision, and in external agreements, the provider fees which would otherwise be applicable under the regular CHAMPUS program.

(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.

(4) Review the capability of the facility's credentialing process and quality assurance program to determine whether they are sufficient to monitor the partnership agreement, and consider both the nature and the number of such agreements for the facility.

c. Ensure that all liability issues relating to the Partnership Program are properly addressed and ensure that the participating civilian health care providers have sufficient liability insurance coverage to protect OCHAMPUS beneficiaries as well as the government.

d. 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 participating civilian health care providers adhere to MTF instructions and medical staff bylaws to the same extent required of Military Department health care providers. The usual Service procedures will be used to ensure notification of the Federation of State Medical Boards, the National Data Bank, and OCHAMPUS of those practitioners who have had their clinical privileges limited, suspended, or revoked while a participant in the Partnership Program (DoD Directive 6000.7, reference (c)).

e. Ensure that health care services provided CHAMPUS beneficiaries under the terms of the Partnership Program are consistent with the CHAMPUS range of benefits outlined in current DoD Directives and OCHAMPUS operating policies (DoD Directive 6010.8 and DoD 6010.8-R, references (b) and (d)). Services other than authorized CHAMPUS benefits may be provided in the MTF upon approval of the MTF Commander, in which case the MTF will be responsible for paying the health care provider's charges.

f. Ensure that providers who are potential participators 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.

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

h. Assist in providing appropriate administrative support as necessary to expedite participating health care personnel 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 U.S.C. 203, 205, reference (h).

i. Encourage beneficiaries to use the services available under partnership agreements rather than those available through the regular CHAMPUS program for care that, in the absence of the Partnership Program, would require issuance of a Nonavailability Statement.

j. Compute charges for beneficiaries under the internal partnership agreement (not under external partnership agreements) as charges are computed for MTF care services (10 U.S.C. 1096(c), reference (e)).

k. Ensure that the participating civilian providers:

(1) Meet the licensing and privileging requirements of the MTF with an internal agreement (DoD Directives 6025.4 and 6025.6, references (f) and (g)).

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

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

(4) Qualify as an authorized CHAMPUS provider under DoD 6010.8-R, reference (d).

F. PROCEDURES

1. Before a partnership agreement may be executed and implemented, the commander of the military medical facility involved shall submit the proposed agreement to the Director, OCHAMPUS, or designee, and the Surgeon General of the appropriate Military Department, or designee. The agreement shall be effective in accordance with its terms on the 30th calendar day, or on the day of approval if earlier than the 30th calendar day, after the Director, OCHAMPUS and the Surgeon General receive it. If the agreement is disapproved, a written statement of reasons for disapproval shall be sent to both the military facility involved and either the Surgeon General or OCHAMPUS, whichever is appropriate. Disapproval by either the Surgeon General or OCHAMPUS shall constitute disapproval.

2. A partnership agreement may contain a provision to provide for supplemental care money to be paid to health care providers for active duty care and for other non-CHAMPUS beneficiary cooperative care.

3. A partnership agreement shall not last longer than 2 years with an option to renew for a 2 year period based upon mutual agreement between the military treatment facility and the civilian provider and may be renewed on its expiration in the same manner as new partnership agreements are established.

4. Notification must be made to providers with existing agreements under the Joint Health Benefits Delivery Program (JHBDP) of the Partnership Program and the need to convert the agreement. The converted agreement will be valid upon the signature of the civilian provider and the military medical commander for the duration of the JHBDP agreement. Beginning January 1, 1988, all agreements made under the JHBDP not then converted to partnership agreements shall be deemed to be partnership agreements for the purposes of this Instruction.

G. INFORMATION REQUIREMENTS

The MTF Commander shall provide semi-annual reports to the major medical command for consolidation to the Surgeon General of the appropriate Military Department and to the Director, OCHAMPUS. The reports shall include information on the numbers of partnership agreements in place, new agreements and expired ones during that period, the medical service discipline or provider category associated with the agreement, and an explanation of charges billed under the program. These reports will be due the last working day of June and September of each year.

H. EFFECTIVE DATE AND IMPLEMENTATION

This Instruction is effective immediately. Forward one copy of implementing documents to the Assistant Secretary of Defense (Health Affairs) within 120 days.

William Mayer, M.D.

William Mayer, M.D.
Assistant Secretary of Defense
(Health Affairs)

Enclosures - 4

1. References
2. Definitions
3. Internal Partnership Agreement Model
4. External Partnership Agreement Model

REFERENCES, continued

- (e) Title 10, United States Code, Sections 1089, 1096
- (f) DoD Directive 6025.4, "Credentialing of Health Care Providers," February 11, 1985
- (g) DoD Directive 6025.6, "Licensure of DoD Health Care Providers," July 18, 1985
- (h) Title 18, United States Code, Sections 203, 205

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DEFINITIONS

1. External Partnership Agreement. An agreement between an MTF Commander (of both hospitals and/or clinics) and a CHAMPUS authorized institutional provider whereby health care personnel employed by a military MTF provide medical services to CHAMPUS beneficiaries in a civilian facility, with authorized costs associated with the use of the facility financed through CHAMPUS in accordance with cost sharing policies outlined in DoD 6010.8-R, reference (d). See Enclosure 4.

2. Health Care Personnel. Full or part-time health care professionals and support personnel.

3. Health Care Providers. Civilian health care services personnel who participate in, and facilities which deliver, clinical patient care and services and who are authorized CHAMPUS providers.

4. Internal Partnership Agreement. An agreement executed between an MTF Commander (of both hospitals and/or clinics) and a CHAMPUS authorized civilian health care provider which will enable the use of civilian health care personnel or other resources to provide medical services to beneficiaries on the premises of the MTF. Charges for this care will be paid through CHAMPUS with beneficiary cost shares computed as for MTF services (10 U.S.C. 1096(c), reference (e)). See Enclosure 3.

5. Other Resources. Equipment, supplies, and any other items or facilities necessary for health care services, but not including health care personnel, when such other resources are used by or are needed to support a health care provider under a partnership agreement.

6. Support Personnel. Non-DoD personnel, not covered by 10 U.S.C. 1089, directly supporting a health care provider under a partnership agreement on the premises of the MTF, under the direct control and supervision of such provider, during the delivery of health care, in the same manner as would be usual and customary in a normal health care office or other applicable clinical setting in the civilian community.

MEMORANDUM OF UNDERSTANDING

BETWEEN THE (enter name of MTF) AND (enter name of provider)

CITY OF _____ STATE _____

A. GENERAL

1. This agreement is entered into by and between _____,
hereinafter referred to as the hospital, and _____,
hereinafter referred to as the participating health care provider.

2. The purpose of this agreement is to integrate specific _____
hospital and CHAMPUS program resources to provide _____ services
for CHAMPUS beneficiaries in (enter name of MTF).

3. The participating health care provider is licensed to practice
medicine in the State of _____ and has completed application
for clinical privileges at the hospital for the purpose of practicing medicine
in (enter specialty). The participating health care provider agrees to
all the terms and conditions of the application for clinical privileges at the
hospital as well as the terms and conditions of this Memorandum of
Understanding.

4. The hospital is a U.S. Government health care facility within the
Department of Defense operated by the U.S. Department of the _____. The
hospital is accountable to the Surgeon General of the Department of the _____
as the equivalent of the Board of Trustees. The commander of the hospital is
the local representative of the Board of Trustees and is responsible for the
operation of the hospital.

B. ARTICLES OF AGREEMENT

1. The hospital commander, or designee, shall:

a. Review past and current performance of, determine qualifications
of (including review of liability insurance coverage), and select potential
participating health care providers.

b. Comply with Utilization Review and Quality Assurance Directives
and regulations of the Department of the _____, including but not
limited to:

(1) Ensuring that participating health care providers are
credentialed in accordance with DoD and Military Department regulations and
the hospital bylaws.

(2) Ensuring that participating health care providers adhere to
the Department of the _____ hospital bylaws and DoD and Military
Department regulations to the same extent and in the same manner as Department
of the _____ health care providers.

c. Provide facilities, ancillary support, diagnostic and therapeutic services, and 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 participating health care providers to the extent available and authorized for that facility, including:

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

(2) Maintenance of participating health care provider case, workload, and credentials files in support of credentialing processes.

(3) CHAMPUS administration requirements, including certification and submission but only to the extent that it is not prohibited by 18 U.S.C. 203, 205.

(4) Reasonable accommodations within the hospital for such periods of time as the participating health care provider may be on after-hours call.

(5) Authorizing subsistence at hospital dining facilities at the rates prescribed for civilian guests.

e. Educate (enter Military Department) hospital staff personnel, beneficiaries, participating health care providers, and other interested civilian providers about the Partnership Program.

f. Provide appropriate reimbursement for care rendered in the hospital to patients not eligible for CHAMPUS benefits.

g. Encourage beneficiaries to use the services of this agreement rather than other CHAMPUS services for care that, in the absence of the Partnership Program, would require issuance of a Nonavailability Statement.

2. The Participating Health Care Provider shall:

a. Meet the licensing and privileging requirements of the MTF (DoD Directives 6025.4 and 6025.2).

b. Monitor overall inpatient medical care and outpatient services that are directly related to the inpatient medical care of patients referred as a part of this agreement except that portion of care rendered by or at the direction of (enter Military Department) health care providers.

c. Provide full professional liability insurance covering acts or omission of such health care provider, as well as those of support personnel not covered by 10 U.S.C. 1089 and other resources supporting that provider as part of this agreement to the same extent as is usual and customary in civilian practice in the community.

d. Provide personal liability coverage applicable to clinical privileges granted with indemnification of the U. S. Government as a third-party beneficiary.

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

f. Abide by hospital bylaws and DoD and Military Department regulations with regard to Utilization Review and Quality Assurance Directives, including but not limited to inservice training, maintenance of records, utilization review, performance evaluation, release of medical information, and credentialing.

g. Abide by unique (enter Military Department) requirements concerning the nature of limited privileged communication between patient and health care provider as may be necessary for security and personnel reliability programs.

h. Use all available (enter Military Department) resources; that is, specialty consultations, ancillary services, and equipment and supplies for the optimal care of patients under this agreement.

i. Adhere to the CHAMPUS Health Care Provider Agreement and claim submission requirements concerning allowable payment for services rendered.

C. OTHER CONSIDERATIONS

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

2. In the event of illness or incapacity rendering the participating health care provider incapable of delivering services, care for patients under this agreement shall be transferred to other participating health care providers at the discretion of the commander of (enter Military Department hospital).

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

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

5. Participating health care providers shall abide by (enter Military Department) regulations concerning release of information to the public, including advance approval from the (enter Military Department) before publication of technical papers in professional and scientific journals.

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

7. The hospital's liability for actions of its employees (hospital staff and Military Department practitioners, but excluding participating health care providers) is governed by Title 10, United States Code, Section 1089.

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

UNITED STATES OF AMERICA

By _____

Title _____

PARTICIPATING HEALTH CARE PROVIDER

Name

Address

MEMORANDUM OF UNDERSTANDING

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

CITY OF _____ STATE _____

A. GENERAL

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

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

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

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

B. ARTICLES OF AGREEMENT

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

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

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

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

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

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

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

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

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

3. The Participating Civilian Facility shall:

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

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

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

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

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

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

C. OTHER CONSIDERATIONS

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

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

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

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

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

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

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

UNITED STATES OF AMERICA

By _____

Title _____

AUTHORIZED SIGNER FOR
PARTICIPATING HEALTH CARE FACILITY

Name

Address