

CLINICAL SUPPORT AGREEMENT PROGRAM

1.0. GENERAL

The Clinical Support Agreement Program represents a "Task Order" requirement for the contractor to provide needed clinical personnel to the MTF Commanders in those situations where the MTF Commander has determined that it is in the government's interest to obtain clinical personnel through this program. The requesting organization is responsible for funding orders issued under the Clinical Support Agreement Program.

2.0. LIMITS

2.1. Resources available through the Clinical Support Agreement Program are limited to individuals in the following categories:

2.1.1. Personnel of the type set forth in 32 CFR 199.6(c)(3) as an independent professional provider who meet the criteria contained in 32 CFR 199 and who also meet the credentialing requirements delineated in this chapter; or,

2.1.2. Personnel who provide general clinical support, including but not limited to, nurses, x-ray technicians, laboratory technicians, pharmacists, etc.

2.2. Under the authority of 10 U.S.C. 1095 and 32 CFR 220.8, Clinical Support Agreement providers shall not bill for any form of third party payment. The MTF participating in the Clinical Support Agreement Program will bill for and retain all funds available from a third party.

2.3. No beneficiary receiving services from a Clinical Support Agreement provider shall be charged a co-payment, cost-share, and/or deductible.

2.4. The price of Clinical Support Agreements shall be reflected in the invoices associated with the Task Order. No Clinical Support Agreement Program costs shall be included as underwritten health care costs or supplemental health care costs.

3.0. PROGRAM REQUIREMENTS

3.1. Personnel

Within 30 calendar days of receiving a "Clinical Support Requirement" from the Contracting Officer, the contractor shall prepare and submit a detailed technical and cost proposal as required by the contracting officer. The total fixed price for each requirement shall be negotiated between the contractor and the Government, and a formal Task Order shall be issued by the Contracting Officer. No services shall be provided under this section until a formal Task Order is issued by the Contracting Officer.

3.1.1. 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 90 calendar days of receiving the Task Order.

3.1.2. 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 60 calendar days of receiving the Task Order. The contractor shall credential all clinical support personnel in accordance with the specifications 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 30 calendar days prior to the individual's first day of work.

3.1.3. Supervision Of Clinical Support Agreement Personnel

Clinical Support Personnel may be obtained on a personal services basis or a non-personal services basis at the sole discretion of the MTF. The contractor shall supervise all Clinical Support Agreement personnel obtained on a non-personal services basis in accordance with the provisions in Chapter 16, Section 2.

3.1.3.1. *All Clinical Support Agreement personnel shall comply with all MTF specific requirements including all local Employee Health Program (EHP), Federal Occupational Safety Act and Health Act (OSHA), Bloodborn Pathogens Program (BBP) requirements and DITSCAP requirements.*

3.1.4. Credentialing of Clinical Support Agreement Program Personnel

3.1.4.1. *The contractor shall credential all individual professional providers in accordance with the requirements in Chapter 16, Section 2 and the TRICARE Operations Manual, Appendix A, Credentials Package.*

3.1.4.2. *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.*

3.1.5. Contractor Liability for Clinical Support Agreement Program Personnel

The contractor shall be solely liable for negligent acts or omissions of personnel supplied by the contractor on a non-personal services basis. The contractor shall ensure that all individual professional providers and clinical support personnel provided on a non-personal services basis maintain full professional liability insurance as required by FAR 52.237-7 (Jan 1997), as contained in the contract.