

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30				1. REQUISITION NUMBER H94002-3139-0002-000		PAGE 1 OF 50	
2. CONTRACT NO. DAW01-03-C-0052		3. AWARD/EFFECTIVE DATE 01-Jun-2003		4. ORDER NUMBER		5. SOLICITATION NUMBER	
6. SOLICITATION ISSUE DATE		7. SOLICITATION CALL		a. NAME		b. TELEPHONE NUMBER (No Collect Calls)	
8. OFFER DUE DATE/LOCAL TIME		9. ISSUED BY DEFENSE CONTRACTING COMMAND-WASHINGTON 5200 ARMY PENTAGON WASHINGTON DC 20310-5200		CODE W74V8H		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> B(A)	
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING	
14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP		15. DELIVER TO <b>SEE SCHEDULE</b>		CODE		16. ADMINISTERED BY <b>SEE ITEM 9</b>	
17a. CONTRACTOR/ OFFEROR JOHN HOPKINS MEDICAL SERVICES CORP MARY COOKE 6704 CURTIS COURT GLEN BURNIE MD 21060		CODE 1NXX2		18a. PAYMENT WILL BE MADE BY TRICARE MANAGEMENT ACTIVITY ATTN: FINANCE 16401 E. CENTRETECH PKWY AURORA CO 80011-9043		CODE H94002	
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT CHECK ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM		FACILITY CODE 1NXX2		TEL. 410-338-3791	
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/ SERVICES <b>SEE SCHEDULE</b>		21. QUANTITY		22. UNIT	
23. UNIT PRICE		24. AMOUNT		25. ACCOUNTING AND APPROPRIATION DATA <b>See Schedule</b>		26. TOTAL AWARD AMOUNT (b)(4)	
27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3, 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED		27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED		28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <input checked="" type="checkbox"/> 2 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.		29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:	
30a. SIGNATURE OF OFFEROR/CONTRACTOR <i>Barbara G. Coolman</i>		31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) <i>Angela R. Harris</i>		31c. DATE SIGNED 5/30/2003		30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) <i>BARBARA G. COOLMAN</i> PRESIDENT JHMSC	
30c. DATE SIGNED 5/30/03		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) <i>ANGELA R. HARRIS</i> TEL: (703) 681-2830		EMAIL: <i>ANGELA.HARRIS@HADA.ARMY.MIL</i>		32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED	
33. SHIP NUMBER		34. VOUCHER NUMBER		35. AMOUNT VERIFIED CORRECT FOR		32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE	
PARTIAL <input type="checkbox"/> FINAL <input type="checkbox"/>		36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER		32c. DATE	
38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER		40. PAID BY		41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	
41b. SIGNATURE AND TITLE OF ISSUING OFFICER		41c. DATE		42a. RECEIVED BY (Print)		42b. RECEIVED AT (Location)	
42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS					

AUTHORIZED FOR LOCAL REPRODUCTION

STANDARD FORM 1449 (10-95)  
Prescribed by GSA  
FAR (48 CFR) 53.212

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		1	Year	(b)(4)	(b)(4)

FFP  
Transition cost allowed for the subclins listed below not to exceed the total ceiling price  
PURCHASE REQUEST NUMBER: H94002-3139-0002-000

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NET AMT	(b)(4)
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000101					

Accreditation  
FFP

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NET AMT	(b)(4)
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Funded Amount

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000102					

Provider Relations  
FFP

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NET AMT	(b)(4)
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Funded Amount

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000103	Audit Requirements FFP				
	Funded Amount			NET AMT	(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000104	Conversion to FY FFP				
	Funded Amount			NET AMT	(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000105	Standard Enrollment Forms FFP				
	Funded Amount			NET AMT	(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000106	Enrollment Payment Options FFP				
					NET AMT
Funded Amount					(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000107	Beneficiary Education FFP				
					NET AMT
Funded Amount					(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000108	Data Set Requirements FFP				
					NET AMT
Funded Amount					(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000109	Network Database FFP				
	Funded Amount			NET AMT	(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	FFP BASE YEAR - Comprehensive Health Care Services & Associated Support Services (Based on negotiated capitation rates for FY 03-04)	1	Year	(b)(4)	(b)(4)
	Funded Amount			NET AMT	(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	FFP Travel Cost	1	Year	(b)(4)	(b)(4)
	Funded Amount			NET AMT	(b)(4)
	Funded Amount				(b)(4)
	Funded Amount				(b)(4)

ACCOUNTING AND APPROPRIATION DATA

AA: (b)(4)  
AMOUNT: [REDACTED]

AB: (b)(4)  
AMOUNT: [REDACTED]

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**SUPPLIES OR SERVICES AND PRICES/COSTS**

1. This contract is for the provision, by the Designated Provider (DPs), of comprehensive health care services and associated support services for persons eligible to enroll under the U.S. Family Health Plan Managed Care Plan. This contract award shall be a Fixed Price commercial contract for an initial period commencing June 1, 2003 through May 31, 2004 with four option periods to be exercised at the Government's discretion. The Designated Provider shall have a four (4) month transition period from the start of health care services, June 1, 2003 through 1 October 2003.

2. The negotiated contract ceiling price for this award is (b)(4) is currently funded. The remaining funds shall be adjusted based on reconciliations. The transition cost shall be invoiced by the Contractor with supporting billing information for the transition activities as they occur. The Government will provide payment up to the ceiling price for transition cost based on the invoice of transition services provided by the Contractor.

3. Availability of Funds: The resulting contract and options will be subject to FAR 52.232-18 Availability of Funds; and 52.232-19 Availability of Funds for the Next Fiscal Year.

4. Options: There will be four separate 12 month option periods under this contract. FAR Part 17.201 defines the term "Option" and the decision to exercise an option period will be made pursuant to FAR Part 17.207. Rates for the option periods shall be negotiated and adjusted based on the methodology stated in this contract award prior to exercising each of the option periods.

5. Public Law. Notwithstanding the terms and conditions in this contract, this contract will be subject to applicable Federal laws. The Contractor will comply with all Federal Laws and Regulations to include the terms and limitations contained in the National Defense Authorization Act for Fiscal Year 1997, Section 721 through 727.

6. Incorporation of Proposals. Proposals submitted by John Hopkins, dated December 6, 2002 and technical proposal revisions submitted during discussion are hereby incorporated by reference with the same force and effect as if set forth in full text. If there is any inconsistency between the terms of this contract and the Technical and/or cost proposal, the contract's terms and conditions has priority over the terms contained in the technical and/or cost proposal. This award document has been revised to include all negotiated changes.

**FY2003 – FY2004 CAPITATION RATES**

(As identified in Attachment 17)

**1.0 General.** The General section includes two categories of outcome based requirements. The “Objectives” represent the overall outcomes the Government is procuring. The objectives are supported by technical requirements. These requirements represent specific tasks, outcomes, and/or standards that must be achieved in support of the overall objectives. The purpose of this contract is to provide Designated Provider (DP) support to the Department of Defense (DoD) health care delivery system. The DP must operate a comprehensive health care delivery system to provide health care services in or through a managed care plan to eligible uniformed services beneficiaries who enroll. The DP plan must provide the TRICARE uniform benefit and will be known as the U.S. Family Health Plan.

**2.0 Background.** The Omnibus Reconciliation Act of 1981 (OBRA 1981) mandated that eight hospitals and twenty-seven clinics operated by the Public Health Service (PHS) either (1) be closed by October 31, 1981, (2) be transferred to public or non-profit private entities or (3) become financially self-sufficient by September 30, 1982. After review of proposals submitted in September 1981 and after evaluation on criteria established in OBRA 1981, the Department of Health and Human Services (DHHS) ultimately transferred five hospitals and five clinics to private ownership. The Military Construction Authorization Act of 1982, P.L. 97-99, (42 U.S.C. 248c), also known as the “Jackson Amendment”, “deemed” ten former PHS facilities as facilities of the uniformed services for the purposes of 10 U.S.C.; Chapter 55, and authorized the Department of Defense (DoD), the Department of Health and Human Services (HHS), and the Department of Transportation (DOT) to reimburse the seven “Uniformed Services Treatment Facilities” (USTFs) for medical and dental care provided to eligible uniformed service beneficiaries at the ten sites. The National Defense Authorization Act for Fiscal Year 1997 repealed the “deemed” status of the USTFs and directed the Department to include the DPs (formerly called the USTFs) in the health care delivery system of the uniformed services. In 1998 each of the DPs entered sole source contracts to provide the TRICARE Prime benefit to beneficiaries of the uniformed services. Fairview Health System elected to discontinue providing services as a DP effective July 1, 2003. The resulting contracts from this RFP are the follow-on contracts to the 1998 contracts for the U.S. Family Health Plan.

**2.1 Designated Providers.** The six DP facilities and their locations are as follows:

Pacific Medical Clinics, Seattle, Washington  
CHRISTUS Health, Houston, Texas  
Martin’s Point Health Care, Portland, Maine  
Brighton Marine Health Center, Boston, Massachusetts  
Johns Hopkins Medical Services Corporation, Baltimore, Maryland  
Saint Vincent’s Catholic Medical Centers of New York, New York, New York

**3.0. Statement of Objectives.** There are five objectives included in this contract. They are listed below.

**3.1. Objective 1** – In partnership with the Military Health System (MHS), optimize the delivery of health care services in the direct care system when care cannot be provided through the U.S. Family Health Plan network.

**3.1.2.** The proposal shall describe the DP’s plan to partner with the Regional Director and enter into Memoranda of Understanding (MOUs) with local Military Treatment Facilities (MTFs) for services not available within the DP’s network. If the DP’s geographic service area includes zip codes that are also included in a MTF catchment area, the proposal shall provide detail on that overlap.

**3.2. Objective 2** - Beneficiary satisfaction shall be at the highest level possible throughout the period of performance, through the delivery of world-class health care as well as customer friendly program services. Beneficiaries must be highly satisfied with every service provided by the DP during every contact.

**3.2.1** The DP shall provide a comprehensive description of its proposed customer services, to include enrollment processing, and explain how the proposed level of services will highly satisfy the beneficiaries. The description shall include location of staff, modes of access, levels of access, performance standards, quality monitoring, and

management's ability to improve services immediately upon determining that beneficiaries are less than highly satisfied with the DP's services.

**3.3 Objective 3** - Attain "best value health care" services in support of the MHS mission utilizing commercial practices when practical. "Best value health care" is defined in the TRICARE Operations Manual (TOM), Appendix A as the delivery of high quality clinical and other related services in the most economical manner that optimizes the direct care system while delivering the highest level of customer service.

**3.3.1** The DP shall describe a fully integrated approach to the delivery of "Best Value Health Care Services." The approach shall include a discussion of the DP's commitment to delivering high quality clinical and other related services to eligible enrollees in all age categories; a description of and the effect of the DP's demand management policies and procedures on the delivery of services; a description of the DP's medical management program, by element, that clearly delineates the services the DP will provide.

**3.4 Objective 4** - Fully operational services and systems at the start of health care delivery. Minimal disruption to beneficiaries.

**3.4.1** The proposal shall present a comprehensive description of the network and demonstrate that services will be provided and systems will be fully operational under the terms and conditions of this contract. The proposal must demonstrate that the DP will be in compliance with this objective upon award of the new contract.

**3.4.2** The proposal shall describe the DP's network of providers. The description shall include the number of fully qualified (e.g., unrestricted license) providers, by specialty and location. The description shall demonstrate that the proposed number of providers is sufficient to meet the time and distance access standards of 32 CFR 199.17 and that the providers are properly versed in U.S. Family Health Plan requirements. The DP shall demonstrate that the provider specialties contained in the proposed network are sufficient to provide the full range of the covered benefit. The DP shall describe the contract status of each provider (e.g., 500 total providers, 150 internist, of which 125 are under contract and 25 have signed letters of intent). The DP shall propose a method for maintaining a current directory of network providers as well as their ability to accept new patients. The DP shall demonstrate that its quality improvement plan will accurately measure its network's performance against the minimum standards of 32 CFR 199.17 and that the contractor has appropriate management controls and sufficient management structure to identify and rectify any deficiency immediately.

**3.5 Objective 5** - Ready access to DP maintained data to support the DoD's financial planning, health systems planning, medical resource management, clinical management, clinical research, and contract administration activities.

**3.5.1** The DP shall describe the access to data and data systems and the systems supporting enrollment and portability, and shall describe in detail how information will be collected and transmitted to the DoD Data Contractor and other sources listed in these requirements.

**3.5.2** The proposal must demonstrate that the DP will comply with applicable Department of Defense Information Technology Security Certification and Accreditation Process (DITSCAP) requirements.

**3.5.3** The government has taken the position that the DPs are covered entities for purposes of the Health Insurance Portability and Accountability Act of 1996, as amended, and the regulations issued from time to time thereunder (HIPAA) and therefore must comply with applicable HIPAA requirements in administering the U.S. Family Health Plan. The proposal shall clearly address this requirement in the information technology and communication system descriptions.

**4.0 Documents.** The following documents are hereby incorporated by reference and form an integral part of this contract. Documentation incorporated into this contract by reference has the same force and effect as if set forth in full text for those chapters and sections that are identified below. For revisions published in the TRICARE Operations Manual (TOM), TRICARE Policy Manual (TPM), and TRICARE Systems Manual (TSM) subsequent to

November 27, 2002, the contractor is not responsible for implementation until directed by the Contracting Officer. (Note: The DP will be required to comply with Chapter 2 of the TOM. Chapter 2 does not require an electronic record keeping system. It does require that the DP keep paper copies of those records that relate to payment denial, appeals, peer review, or other specific issues that relate to payment or nonpayment of care on an individual basis. The providers medical records, except as stated above, are not DoD records that must be maintained.

Title 10, United States Code, Chapter 55

32 Code of Federal Regulations, Part 199. The following sections apply to this contract. Part 199.4, 199.5, 199.6, 199.8, 199.12, 199.17, 199.18.

TRICARE Operations Manual (TOM) 6010.51-M, August 1, 2002. The following chapters apply to this contract. Chapters 1,2, 3, 4, 5, 6, 7, 8, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, Appendix A), Through Change 5 dated November 27, 2002.

TRICARE Policy Manual (TPM) 6010.54-M, August 1, 2002, through Change 4 dated November 27, 2002.

TRICARE Systems Manual (TSM) 7950.1, August 1, 2002 (Chapter 1 and 3), through Change 4 dated November 27, 2002.

**5.0. Definitions.** Definitions are included in Appendix A of the TOM

**6.0. Government-Furnished Property and Services.** Government property furnished to the DP for the performance of this contract includes the Defense Information System Network (DISN) circuits furnished in accordance with TRICARE Information Management Program Office (TIMPO) direction and Defense Online Enrollment System (DOES) production Compact Disks (CDs). The Government will be responsible for maintaining the line to the point of demark at the contractors site. Individual logon and passwords will be assigned for each DOES user. A form will be supplied to the DP to request or delete users. This request must come to the TMA DP Program Office.

**7.0. Contractor-Furnished Items.** The Contractor furnishes all necessary items not provided by the Government for the satisfactory performance of this contract.

**8.0. Technical Requirements.** The contractor must fulfill the technical requirements listed below in accomplishing the overall objectives of this contract.

**8.1. Network Requirements.** The DP shall provide a managed, stable, high-quality network, or networks, of individual and institutional health care providers which complements the clinical services provided to MHS beneficiaries and promotes access, quality, beneficiary satisfaction, and "best value health care" for the Government.

**8.1.1.** The DP's network shall be accredited by a nationally recognized accrediting organization by no later than 18 months after the start of health care delivery. When this contract and the accrediting body both have a standard for the same activity, the higher standard shall apply.

**8.1.2.** Provider networks for the delivery of the uniform benefit through the U.S. Family Health Plan shall be established to ensure that all applicable access standards are met at the start of health care delivery and are continuously maintained throughout the geographic service area of the DP, as it may be extended as proposed by the DP.

**8.1.3.** The DP must inform the Government, within 24 hours of its obtaining any such information, of an instance of network inadequacy relative to its service area, and shall submit a corrective action plan with each notice of an instance of network inadequacy. (Network inadequacy is defined as any failure to meet the access standards.) The DP shall respond to any inquiries from Government representatives [Contracting Officer, Procuring Contracting Officer or Administrative Contracting Officer), Contracting Officer's Representative (COR), Alternate Contracting

Officer's Representative (ACOR), or Regional Director] concerning network adequacy, including provider turnover information. The response for this information shall be submitted within two business days from the DP's receipt of any such request.

**8.1.4.** Providers in the DP's network shall be sufficient in number, mix, and geographic distribution of fully qualified providers to provide the full scope of benefits for which all Prime enrollees are eligible under this contract, as described in 32 CFR 199.4, 199.5, and 199.17. The DP's provider network shall also support the requirements of special programs described in the applicable provisions of the TOM and TPM.

**8.1.5.** The DP shall ensure that the standards for access, in terms of beneficiary travel time, appointment wait time, and office wait time for various categories of services contained in 32 CFR 199.17(p)(5), are met. These standards shall be met in a manner which achieves beneficiary satisfaction with access to network providers and services as set forth in the contract.

**8.1.6.** All network providers who provide services and receive reimbursement under this contract shall be US Family Health Plan providers in accordance with the criteria set forth in 32 CFR 199.6. The DP shall obtain and maintain documentary evidence that each such provider meets the criteria set forth in 32 CFR 199.6 and the TPM, Chapter 11.

**8.1.7.** The DP shall ensure that all network providers and their support staffs gain a sufficient understanding of applicable U.S. Family Health Plan program requirements, policies, and procedures to allow them to carry out the requirements of this contract in an efficient and effective manner which promotes beneficiary satisfaction. This requirement pertains to all network providers and their staff. The DP shall submit all educational materials used in conjunction with U.S. Family Health Plan to the TRICARE Marketing Division, Falls Church, Virginia, for approval prior to use within the network. If no response is given by the TRICARE Marketing Division within 45 days of the receipt of such materials, the materials as submitted shall be deemed approved.

**8.1.8.** The DP shall have an active provider education program designed to enhance each network provider's awareness of U.S. Family Health Plan requirements, to include emphasis on achieving the leading health care indicators of Healthy People 2010, and encourage participation in the program.

**8.1.9.** The DP shall ensure that no network provider requires payment from a beneficiary for any excluded or excludable service that the beneficiary received from a network provider (i.e., the beneficiary shall be held harmless) unless the beneficiary has been properly informed that the services are excludable and the provider has documentation that the beneficiary has agreed in advance of receiving the services to pay for such services. Any such understanding to pay must be evidenced by written records. A beneficiary who is informed that care is potentially excludable and proceeds with receiving the potentially excludable service, shall not, merely by receiving such care, be deemed to have agreed to pay for such care. General agreements to pay, such as those signed by the beneficiary at the time of admission, are not evidence that the beneficiary knew that specific services he or she receives were excluded or excludable.

**8.1.10** Effective with the start of option year one (June 1, 2004), the DP shall ensure that network specialty providers provide clearly legible specialty care consultation or referral reports, operative reports, and discharge summaries to the beneficiary's primary care manager within ten working days of the specialty encounter 98% of the time. In urgent/emergent situations, a preliminary report of a specialty consultation shall be conveyed to the beneficiary's primary care manager within 24 hours by telephone, fax or other means, with a formal written report provided within the standard. All consultation or referral reports, operative reports, and discharge summaries shall be provided to the primary care manager within 30 calendar days. If the accreditation standards organization referenced in Section 8.1.1 above has a more stringent specialty referral-reporting requirement, the contractor shall adhere to that standard.

**8.1.11** Effective with the start of option year one (June 1, 2004), the DP shall audit two percent or ten referrals, whichever is greater, monthly to validate the required specialty documentation within the standard set forth in Section 8.1.10 above. The two percent sample shall be selected randomly. The DP shall report the results of the

audit to the Administrative Contracting Officer with a copy to the Regional Director no later than 45 calendar days following the month from which the sample was selected. The DP shall develop and implement a corrective action plan every time the audit discloses a failure to respond within standards in more than two percent of the sample.

**8.1.12.** All acute-care medical/surgical hospitals in the DP's provider network are encouraged to become members of the National Disaster Medical System (NDMS). For more information, see <http://ndms.dhhs.gov/NDMS/ndms.html>.

**8.2. Marketing.** Marketing materials include all written materials used to publicize, inform, educate, or otherwise influence reliant MHS beneficiaries. All marketing materials used by the DP must display the TRICARE logo and must be approved by the TRICARE Marketing Division, Falls Church, Virginia, prior to issuance by the DP. If no response is given by the TRICARE Marketing Division within 45 days of its receipt of any such materials, such materials shall be deemed approved.

**8.2.1** The DP may market U.S. Family Health Plan services to, and enroll, only those covered beneficiaries who do not have other primary health insurance (other than Medicare coverage) covering basic primary care and inpatient and outpatient services, or are enrolled in the direct care system under the TRICARE program, regardless of whether the covered beneficiaries were users of the health care delivery system of the uniformed services in prior years. Beneficiaries that have other primary health insurance coverage through the Federal Employee Health Benefits Plan may enroll when they elect to suspend their FEHBP coverage in accordance with 5 U.S.C. 890.

**8.3. Enrollment.** The DP shall ensure that enrollment on transition phase-in and transfers of enrollment, i.e., portability, as described in the TOM, Chapter 6, are accomplished in a way that allows for uninterrupted coverage for the enrollee.

**8.3.1** Effective with start of option year one (June 1, 2004), unless otherwise agreed between the DP and TMA, the DP shall use the TRICARE Enrollment and Disenrollment Forms that are displayed in Attachments 2 and 3. The DP shall reproduce the form as necessary to ensure ready availability to all potential enrollees. The DP shall implement enrollment processes that take advantage of current technology while ensuring access and assistance to all beneficiaries.

**8.3.2.** The DP shall ensure that all eligible beneficiaries who reside in its geographic service area, as defined from time to time in accordance with the provisions of the contract, have the opportunity to enroll, add additional family members, or remain enrolled in the program. The DP shall adjust the capabilities and capacities of the network to compensate for enrollment changes when and where they occur throughout the term of the contract, including all option periods. On a quarterly basis, the with Contracting Officer will provide a report to the DP of those beneficiaries enrolled it that reside outside the approved geographic service area.

**8.3.3.** Enrollment in any given federal fiscal year with the DP's U.S. Family Health Plan and the U.S. Family Health Plans administered by the other DPs collectively may not exceed 110 percent of the total enrollment in U.S. Family Health Plan for all of the DPs as of the first day of the immediately preceding federal fiscal year. The government will issue direction as necessary to ensure that the statutory requirement on enrollment limitation is not violated.

**8.3.4.** All enrollments, re-enrollments, disenrollments, and transfers shall be in accordance with the provisions of the TOM, Chapter 6 and the TSM, Chapter 3. The Defense Enrollment Eligibility Reporting System (DEERS) is the official system of record. Medicare eligible beneficiaries presenting proof that they have paid their Medicare Part B premiums are not required to pay an enrollment fee. If two members of a family unit can present proof of the Part B premium payment, the family enrollment fee shall be considered paid.

**8.3.5.** The DP shall accomplish primary care manager (PCM) by name assignment in data provided to the DoD data collection contractor, including written notification to the beneficiary providing the name, location, and telephone number of the PCM.

**8.3.6.** The DP shall provide commercial payment methods for Prime enrollment fees that best meet the needs of beneficiaries. The DP shall accept payment of fees by payroll allotment or electronic funds transfer from a financial institution as well as other payment types (e.g., check, credit cards) with sufficient alternatives to achieve beneficiary satisfaction. The DP shall not require beneficiaries to pay an administrative fee of any kind for use of a particular payment option offered by the DP. The DP shall accept payment of enrollment fees on a monthly\*, quarterly, or annual basis provided, however, that monthly payment of enrollment fees and payroll allotment or electronic funds transfer are not scheduled to begin prior to the start of services in option year 1 (June 1, 2004). The DP shall provide beneficiaries with written notice of a payment due and when beneficiaries are delinquent.

**8.3.7.** Newborns shall be conditionally enrolled when the mother is a U.S. Family Health Plan enrollee. The DP shall conditionally enroll the newborn to the data contractor's system for a 120-day period. If the child is not enrolled in DEERS within the 120-day period, the child shall be disenrolled effective the 121<sup>st</sup> day

**8.3.8.** The DP shall enroll, re-enroll, disenroll, transfer enrollments, clear enrollment discrepancies, assign or change Primary Care Manager (PCM), and related functions for all active duty personnel in TRICARE Prime Remote following the same procedures applicable to non-active duty beneficiaries (TOM, Chapter 6). For beneficiaries returning from or transferring to OCONUS, the DP shall follow the requirements of the TPM.

**8.3.9.** U.S. Family Health Plan enrollees are locked out of the MHS for care or pharmaceuticals, where the benefit is covered by the U.S. Family Health Plan. Medicare eligible beneficiaries with Part A coverage who elect to enroll are locked out of using Medicare for services covered under the U.S. Family Health Plan. An enrollee's violation of this Medicare lockout could result in disenrollment of such enrollee.

**8.3.10.** Eligible beneficiaries age 65 and over may elect to enroll in the U.S. Family Health Plan. The Designated Provider must waive the enrollment fee for enrollees age 65 and over when the enrollee can show evidence that his or her premium payment for Medicare Part B is up to date. Once the waived fee amount is equal to the TRICARE family enrollment fee maximum, the family enrollment fee requirement shall be considered satisfied. The contractor shall not charge co-payments for services that would otherwise be covered by Medicare to enrollees with Medicare Part B.

**8.4. Customer/Member Services.** The DP shall provide comprehensive, readily accessible customer services that include multiple, contemporary avenues of access (for example, e-mail, World Wide Web, telephone, facsimile, et cetera) for the MHS beneficiary. Customer services shall be delivered in a manner that achieves the objectives of this contract without charge to beneficiaries or providers.

**8.4.1.** All customer assistance provided by telephone shall be without long distance charges to the beneficiary.

**8.4.2.** The DP shall perform all customer service functions with knowledgeable, courteous, responsive staff.

**8.4.3.** The DP shall maintain an accurate, up-to-date list of network providers including their specialty, gender, work address, work fax number, and work telephone number, whether or not they are accepting new beneficiaries, and the provider's status as a member of the Reserve Component or National Guard. The DP shall provide easy access to this list for all beneficiaries, providers, and Government representatives. For the purposes of this requirement, "up-to-date" means by electronic, paper or telephone, or a combination of these approaches, that accurately reflects the name, specialty, gender, work address, and work telephone number of each network provider and whether or not the provider is accepting new patients. The information contained on all electronic lists shall be current within the last 30 calendar days.

**8.4.4.** The DP shall provide each U.S. Family Health Plan household, at the enrollee's request, with a current edition of "Take Care of Yourself" and, if the household includes children, with a copy of "Take Care of Your Children." Age-specific self-help manuals, as published by the same series by Addison Wesley may be substituted for "Take Care of Yourself." The government will furnish these books to the DPs. The DP shall educate enrollees and network providers on the proper use of the information contained in "Take Care of Yourself" and "Take Care of

Your Children.” Manual substitution is allowed for religious purposes, upon review by the TMA Director of Marketing, prior to release.

**8.5. Medical Management.** The DP shall operate a medical management program for all MHS eligible beneficiaries who are enrolled and are receiving care, except as specified in Section 8.5.2., that achieves the objectives of this contract

**8.5.1.** The DP must provide a comprehensive managed health care program to all enrollees for which the DP shall receive an annual capitation payment. The referral management processes shall be included in the capitation payment and shall be the responsibility of the DP.

**8.5.2.** The DP shall operate programs designed to manage the health care of individuals with high-cost conditions or with specific diseases for which proven clinical management programs exist. These programs shall be available to enrolled eligible beneficiaries authorized to receive reimbursement for civilian health care per 32 CFR 199 and active duty personnel in remote areas as defined by Chapter 17 of the TOM

**8.5.3.** In MTF catchment areas, the MTF has the right of first refusal for all out-of-network referrals, which shall be addressed in the MOU. First right of refusal is defined as providing the MTF with an opportunity to review each out-of-network referral from a civilian provider to determine if the MTF has the capability and capacity to provide the treatment. All MTF referrals must be electronic and shall be by the appropriate HIPAA-compliant transaction.

**8.5.4.** The DP will refer their U.S. Family Health Plan enrollees to a non-network provider when the DP can not provide the care within the contracted network, the MTF does not have the capability or capacity to provide the treatment and it is clearly in the best interest of the beneficiary clinically. The DP shall be financially responsible for the cost of care provided.

**8.5.5** The DP shall ensure that care provided, including mental health care, is medically necessary and appropriate and encompasses the TRICARE benefits contained in 32 CFR 199.4 and 199.5. The DP shall use best practices in reviewing and approving care and establishing medical management programs to carry out this activity to the extent authorized by law. Notwithstanding the DP’s authority to utilize its best practices in managing, reviewing and authorizing health care services, the DP shall comply with the provisions of 32 CFR 199.4 and the TPM regarding review and approval of mental health services.

**8.5.6.** The DP shall establish twenty-four hour, seven days a week, accessible telephone service, without long distance charges, for enrolled beneficiaries seeking information and/or assistance with urgent or emergent care situations. This function shall be accomplished with live telephone personnel only.

**8.5.7.** The DP shall provide assistance in accessing information about other DoD programs and applicable community/state/federal health care and related resources for all MHS eligible beneficiaries who require benefits and services beyond TRICARE.

**8.5.8.** The DP shall comply with the Appeals and Hearings Process contained in the TOM, Chapter 13.

**8.6. Quality Management.** The DP shall establish and continuously operate an internal quality management/quality improvement program covering every aspect of the DP’s operation, both clinically and administratively. A copy of the documents describing the internal quality management/quality improvement program shall be provided to the Contracting Officer within 30 days of award of this contract. A report listing problems identified by the DP’s internal quality management/quality improvement program and the corrective actions planned/initiated shall be provided to the Contracting Officer within 10 days following the identification of the problem(s). The DP shall provide a quarterly briefing in person or via video teleconference, as proposed by the DP to the Regional Director and TMA staff, on the contractor’s ongoing internal quality improvement program. The DP shall also comply with the Clinical Quality Management requirements of the TOM, Chapter 7, and the vulnerability assessment requirements of the TOM, Chapter 1.

**8.6.1.** The DP shall implement processes and procedures that ensure full compliance with the President's Advisory Commission on Consumer Protection and Quality in the Health Care Industry's Consumer Bill of Rights and Responsibilities. (See <http://www.hcqualitycommission.gov/>.)

**8.6.2.** The DP shall comply with the provisions of the TOM, Chapter 7, regarding coordination and interaction with the National Quality Monitoring Contract (NQMC) contractor(s).

**8.7. Claims.** The DP's claims processing/encounter system shall correctly apply deductible, co-pay/coinsurance, cost shares, and catastrophic cap in accordance with the TRICARE benefit policy as delineated in 32 CFR Part 199.4 and 199.5, 199.17 and 199.18, the TPM. Point-of-service provisions do not apply to this contract.

**8.7.1.** The DP's claims/encounter processing system shall accurately coordinate benefits with other health insurances to which the beneficiary is entitled, as required by 32 CFR 199.8 and the applicable provisions of the TPM.

**8.7.2.** The DP shall ensure that enrollees have no liability for amounts billed, except for the appropriate co-payment, for referred care that constitutes covered services, including ancillary services from a non-network provider as a result of a medical emergency or as a result of the enrollee being referred to a non-network provider by the DP or DP's network provider.

**8.7.3.** The DP shall provide to each beneficiary and each non-network participating provider an Explanation of Benefits (EOB) that describes the action taken when care is denied or partially denied. If the denied care is related to a covered benefit, the EOB must provide the enrollee with his or her appeal rights. The DP may issue EOBs to network providers, as stipulated in the network provider agreement. The EOB must clearly describe the action taken, provide information regarding appeal rights, including the address for filing an appeal; information on the deductible and catastrophic cap status. The DP shall mail a requested EOB, without charge to the beneficiary, within 5 calendar days of receiving a request (written, verbal, and electronic) for an EOB from a beneficiary, regardless of his or her status. At the option of the providers, HIPAA-compliant electronic remittance advice shall be provided.

**8.8. Information Systems and Data Sharing.** The DP shall provide information management and information technology support as needed to accomplish the stated functional and operational requirement of the TRICARE program and in accordance with the TSM, Chapter 1 and the MHS Enterprise Architecture (See <http://www.hirs.osd.mil/hdp/index.html>.)

**8.8.1. Information System (IS)/Networks Certification and Accreditation.** The DP network shall comply with the Certification and Accreditation (C&A) process established under the DoD Information Technology Security Certification and Accreditation Process (DITSCAP) for safeguarding sensitive information (SI) accessed, maintained and used in the operation of systems of records under this contract. The DITSCAP is the standardized approach to the C&A process within DoD. Each IS/network that undergoes DITSCAP must have required security controls in place, must have documented the security components and operation of the IS/network and must successfully complete testing of the required security controls. The DP shall ensure DITSCAP documentation is available for review and is accurate. Each DP IS/network must also comply with the requirements for Information Assurance Vulnerability Management (IAVM) to ensure that the security posture is maintained. Guidance regarding the requirement for IAVM is contained in the DoD Information Assurance Vulnerability Alert (IAVA), 20 December 1999 while implementation is addressed in the "DISA IAVA Process Handbook, Version 2.1, 11 June 2002".

The DP shall implement the DITSCAP by providing, for receipt by the Contracting Officer within thirty (30) calendar days following contract award, the required documentation necessary to receive an Approval to Operate (ATO), and making it applicable IS(s)/networks available for testing. The DP shall be required to mitigate any vulnerabilities identified for correction during the risk assessment process. These requirements shall be met before interconnecting with any DoD information system or network is authorized. The Military Health System (MHS) DITSCAP Checklist is provided for assistance regarding meeting the DITSCAP requirements. Reference material and DITSCAP tools can be obtained at [http://www.tricare.osd.mil/tmis\\_new/ja.htm](http://www.tricare.osd.mil/tmis_new/ja.htm) and also in attachments 13, 14, 15, and 16.

**8.8.2.** The DP shall ensure that all electronic transactions, for which a standard has been named, comply with HIPAA rules and regulations and TMA requirements. The Standards for Electronic Transactions apply to all health plans, all health care clearinghouses, and all health care providers that electronically transmit any of the electronic transactions for which a standard has been adopted by the Secretary, HHS. Electronic transmission includes transmission using all media, even when the transmission is physically moved from one location to another using magnetic tape, disk or CD media. Transmission over the Internet, Extranet, leased lines, dial-up lines and private networks are all included. Transmissions of covered data content via telephone conversations, fax machines, and voice response systems are not covered by the Standards for Electronic Transactions; however privacy and security requirements apply to these transmissions. Health plans and other covered entities conducting transactions through business associates must assure that the business associates comply with all HIPAA requirements that apply to the health plans or covered entities themselves.

**8.8.3.** The DP shall provide data at the beneficiary, non-institutional and institutional level, with the intent of providing the Government with access to the contractor's full set of data associated with TRICARE. The data shall include, but is not limited to, data concerning the provider network, enrollment information, referrals, authorizations, claims processing, program administration, beneficiary satisfaction and services, OHI, and fee payments.

**8.8.4.** The DP shall accurately capture and report all encounter data for all enrollees that received covered benefits and report that information to the DoD Data Contractor by the fifteenth day of the following month. Encounter data reporting must comply with requirements outlined in Chapter 1, Section 4 of the TOM. Records shall comply with the information management requirements of this contract and shall be reported in compliance with the standards in the TOM. Encounter data will be used to validate experience data submitted by the DP for the contract option periods.

**8.8.5.** The DP shall accurately collect all enrollment and other health insurance data and report that information to the DoD Data Contractor by the fifteenth day of the following month. All data must be reported electronically using the file format and layout provided.

**8.8.6.** The DoD Data Contractor will provide an electronic version of the file format and layout for the collection of electronic data. A written copy will be attached to this document as Attachment 10. Attachment 11 is a data dictionary provided to assist in using the file format and layout.

**8.8.7.** The DP shall provide, no less than monthly, a listing of beneficiaries who have other health insurance (OHI) and the details of that insurance to the DoD data contractor.

**8.9. Management and Administration.** The DP shall establish and maintain sufficient staffing and management support to meet the requirements of this contract and comply with all management standards in the TOM, Chapter 1, Section 4.0.

**8.9.1.** The DP may be invited to participate in quarterly round table meetings with the Government, all other Managed Care Support contractors, and any other participants that the Government determines is necessary. The round table requires high level managerial participation from the DP (CEO, Medical Director, etc.) and participation by the DP's technical and cost experts as determined by the agenda. The round table is tasked with reviewing current policies and procedures to determine where proven best practices from the participants, Government, and private sector operations can be implemented in the administration of TRICARE to continue TRICARE's leading role as a world class health care delivery system.

**8.9.2.** The DP shall advise a Government representative(s) of all routine U.S. Family Health Plan Alliance meetings related to the operation of this contract, with the exception of meetings discussing the contractor's business and negotiating strategies, and shall provide access to those meetings to a Government representative who will represent the Government's interest. The Government representative shall also be provided with all of the DP's management reports and plans related to the day-to-day and long-term delivery of services in conjunction with this contract. The

Government representative shall not have a vote at Alliance meetings or in the DP's determinations, shall not direct the DP's actions or supervise contractor employees, and shall not be assigned work by the DP. The Government representative will be designated a Contracting Officer's Representative.

**8.9.3** The DP shall provide Government personnel and their representatives with access to a printer; a telephone instrument with unlimited capability; and photocopy equipment, when visiting the DP's sites.

**8.9.4.** The MOU (drafted by the contractor) between each Regional Director, MTF Commander, and the DP shall be in writing and must be approved by the Contracting Officer and the Regional Director. The DP shall initiate discussions related to and prepare the collaborative agreement. (See the TOM , Chapter 16)

**8.9.5.** Information Systems (IS)/Networks Personnel Security. The DP shall achieve the same level of trustworthiness of personnel who have access to IS/Networks involved in the operation of the DP program systems of records as required for Government personnel requiring similar access to DoD information technology systems and networks containing sensitive information (SI) (See Appendix 6, DoD 5200.2-R, June 2002 (draft) Positions Requiring Access to DoD Information Technology (IT) Systems and Networks at [http://www.tricare.osd.mil/tmis\\_new/ia.htm](http://www.tricare.osd.mil/tmis_new/ia.htm)). To ensure the trustworthiness of personnel with access to DoD systems/data the contractor will classify Information Technology (IT) or related positions, submit appropriate paperwork for background investigations, ensure individuals receive requisite training, and document compliance. Personnel background investigations and training must be initiated before access to DoD IS/networks or DoD SI is allowed for operation of contractor IS/Networks. All DP employees with access to SI that is maintained in contractor owned and operated IT systems that have no interconnection (including data feeds) with Government IT systems or networks, shall complete the appropriate background check for IT-III level personnel comparable to that described in the referenced Appendix 6 to DoD 5200.2-R unless the contractor proposes, and the contracting officer approves, other alternative safeguards appropriate to mitigate the risks associated with the loss/misuse or unauthorized access to or modification of the SI.

**8.9.6.** The DP shall comply with DoD Minimum Security Requirements (DoD Directive 8500.1), Privacy Act Program Requirements (DoD 5400.11), Personnel Security Program (5200.2-R) and the MHS IA Policy/Guidance Manual. The DP shall also comply with all applicable HIPAA) requirements, specifically the administrative simplification provisions of the law and the associated rules and regulations published by the Secretary, Health and Human Services (HHS) and the published TMA implementation directions. This includes the Standards for Electronic Transactions and the Standards for Privacy of Individually Identifiable Health Information. It is expected that the contractor shall comply with all HIPAA-related rules and regulations as they become effective and as TMA requirements are defined (including security standards, identifiers for providers, employers, health plans, and individuals, and standards for claims attachment transactions).

**8.9.7.** A DP shall be treated as part of the DoD for purposes of section 8126 of title 38, United States Code, consistent therewith, as a DoD/Executive Agency ordering activity for purposes of access to the General Services Administration sources of supply, for purposes of ordering and obtaining of pharmaceuticals for covered enrollees of the U.S. Family Health Plan.

**8.9.8.** The DP shall provide an integrated retail prescription service and a mail-order pharmacy service through a common pharmacy patient profile system. This service must comply with the TPM, Chapter 8, regarding pharmacy services and policies or regulation pertaining to DoD pharmacy program. The DP shall offer the uniform pharmacy benefit and all drugs dispensed must be FDA approved

## 9.0 Capitation Calculation

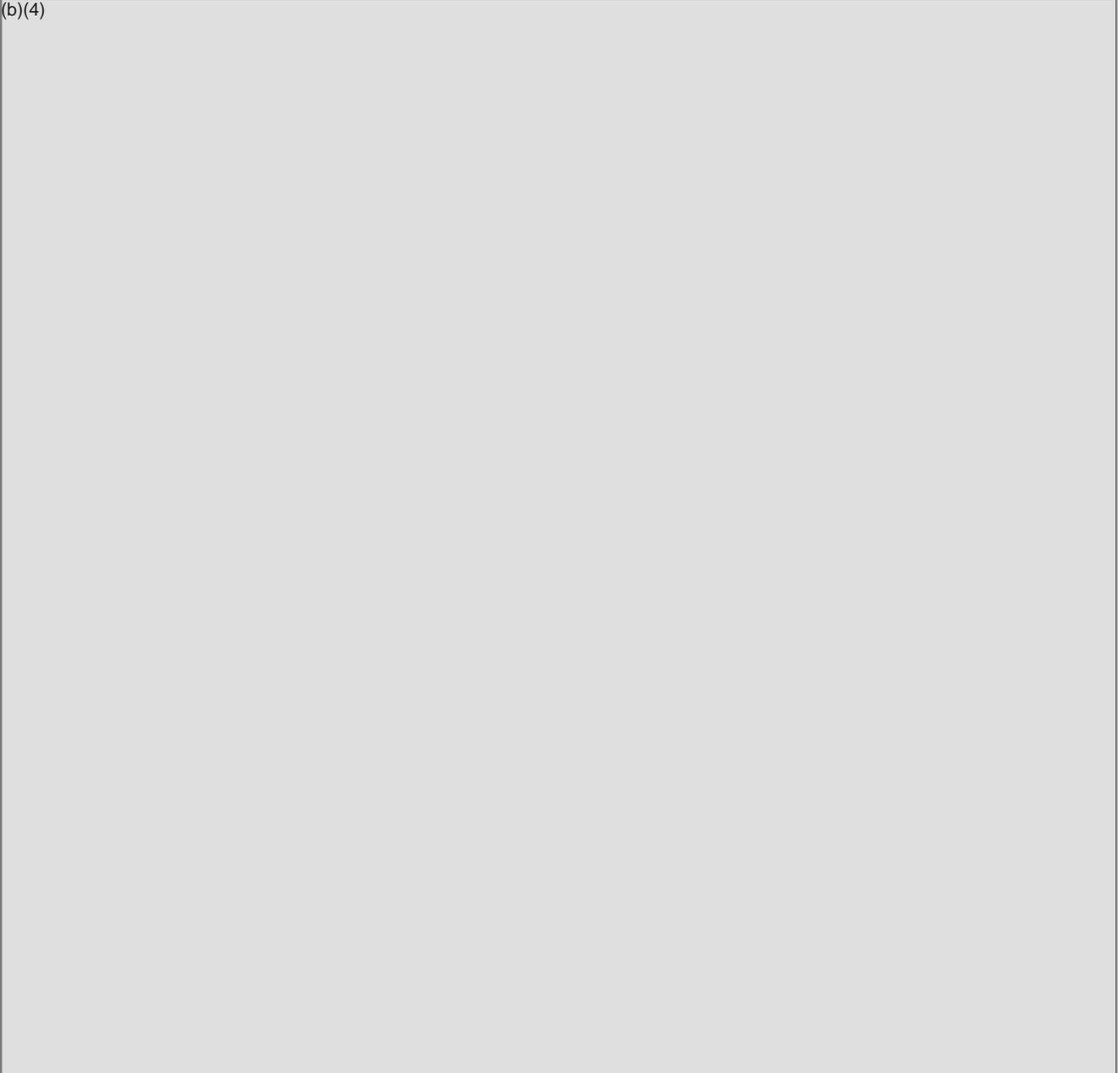
The exhibits mentioned below are located in Attachment 17. Final cap rates are exhibit 17 in the attachment.

### CEILING RATE METHODOLOGY FOR THE BASE PERIOD FOR JHMSC

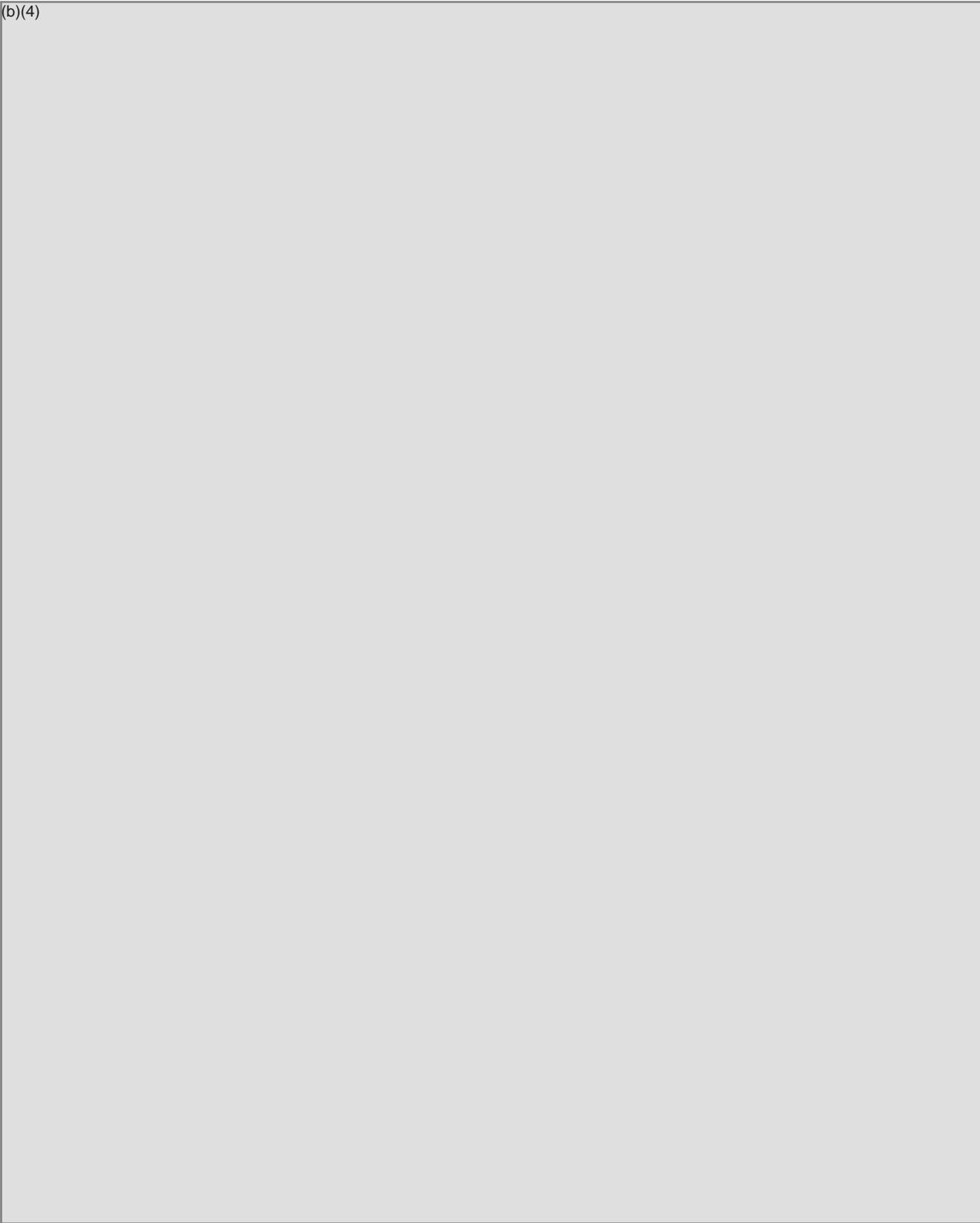
#### CEILING RATES FOR THE UNDER 65 POPULATION

Section 726(b) of the National Defense Authorization Act for Fiscal Year 1997 states that the capitation payments for health care services to a Designated Provider shall not exceed an amount equal to the cost that would have been incurred by the Government if the enrollee had received such health care services through a military treatment facility, the TRICARE program, or the Medicare program, as the case may be. These are referred to as the ceiling rates.

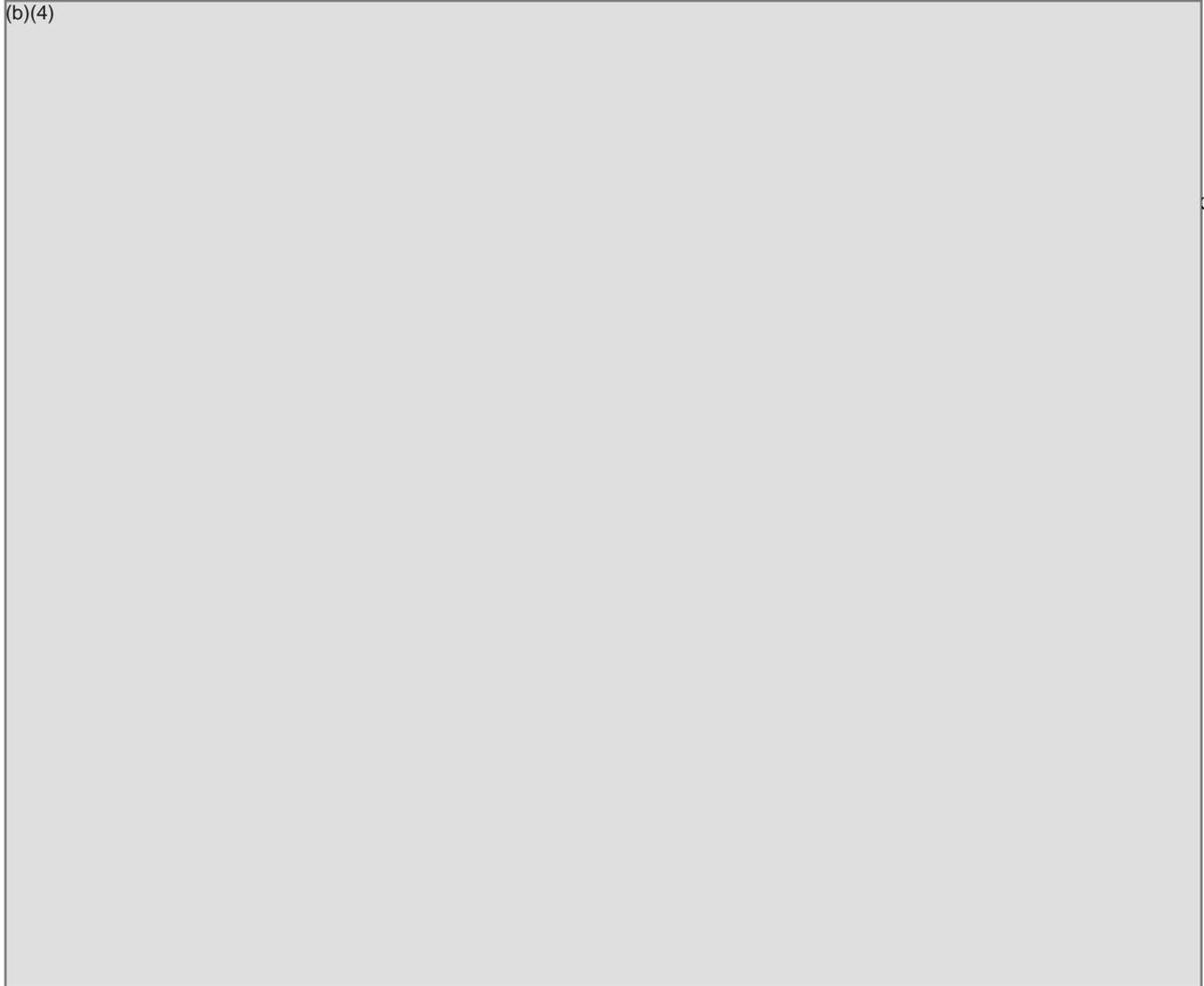
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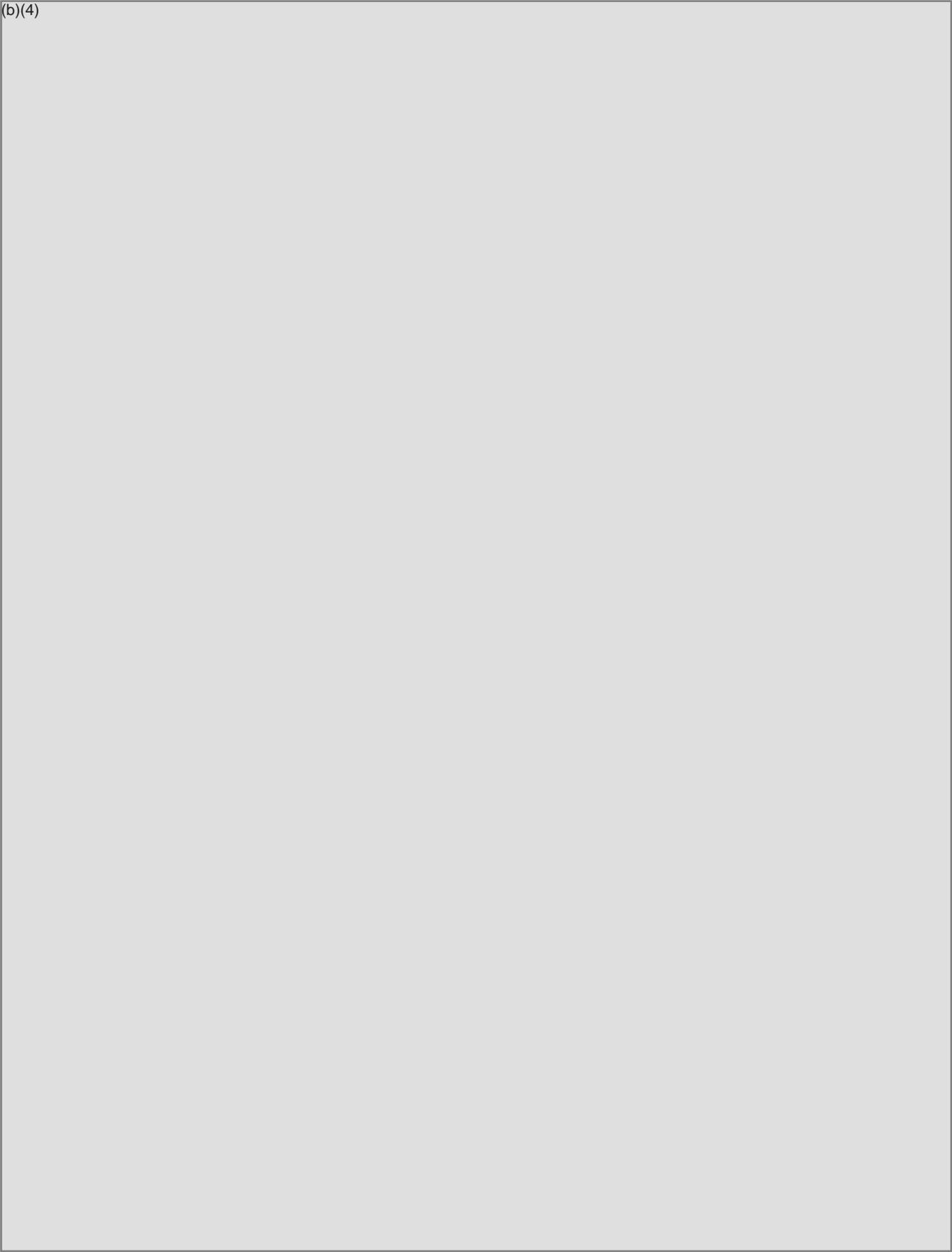


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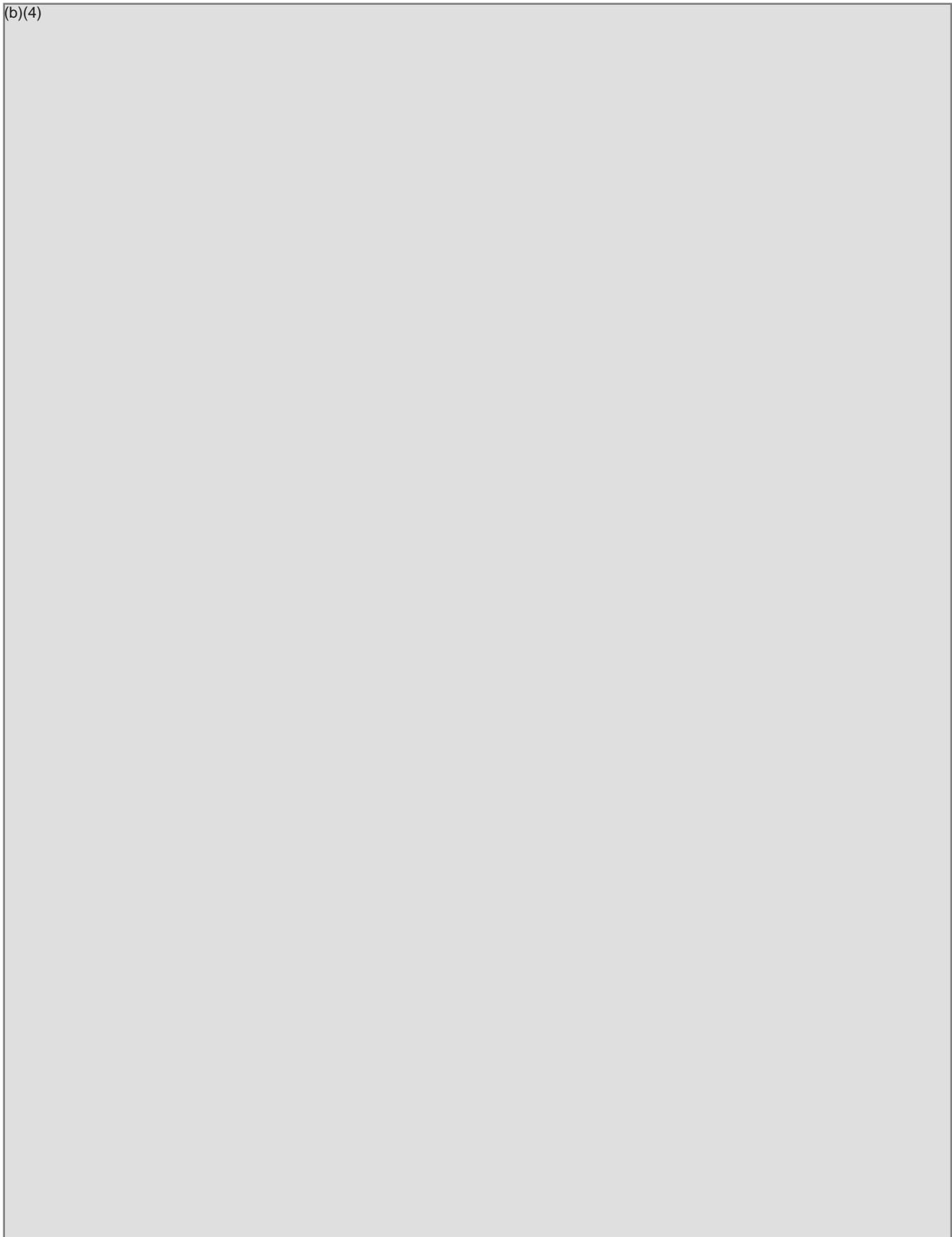


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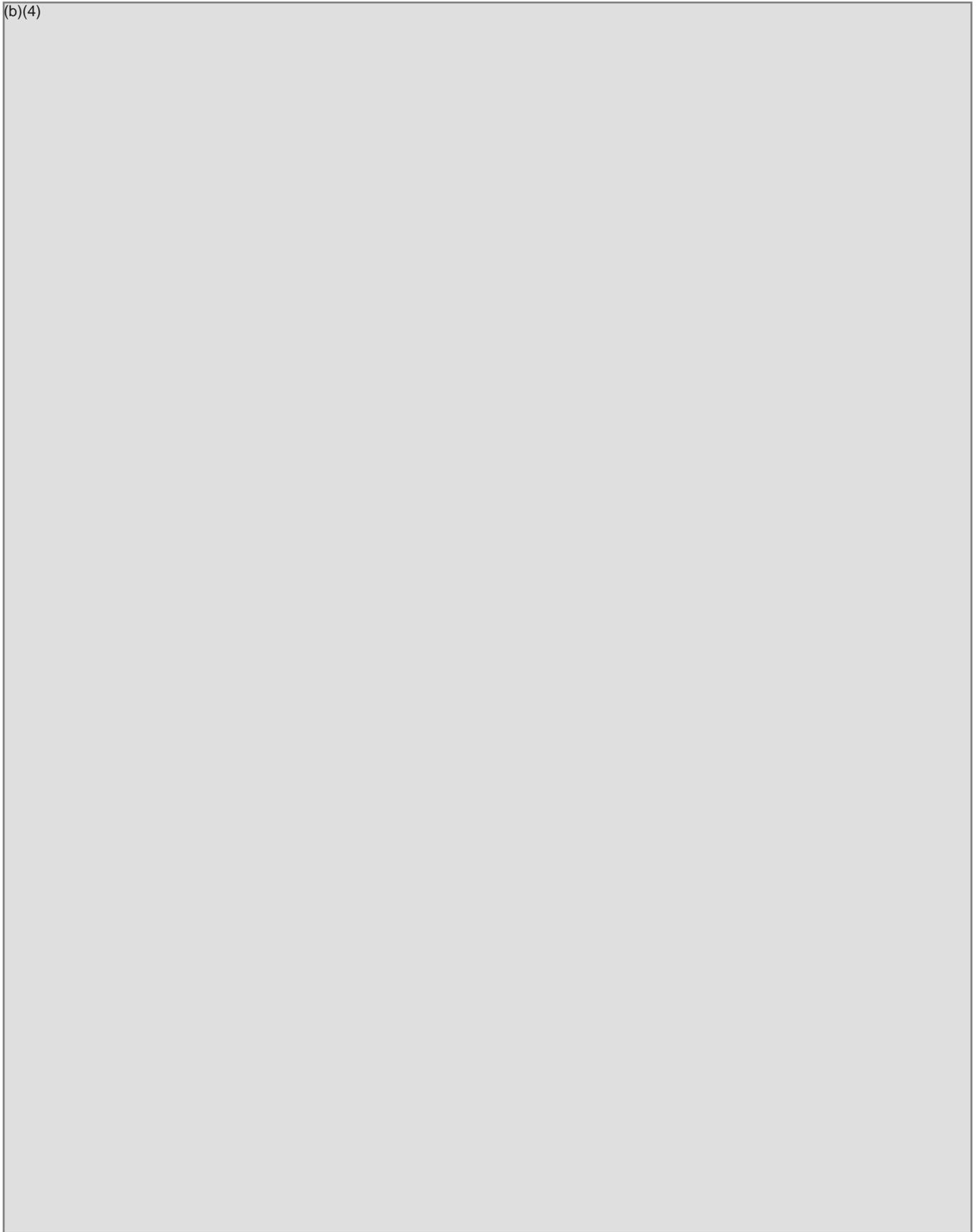
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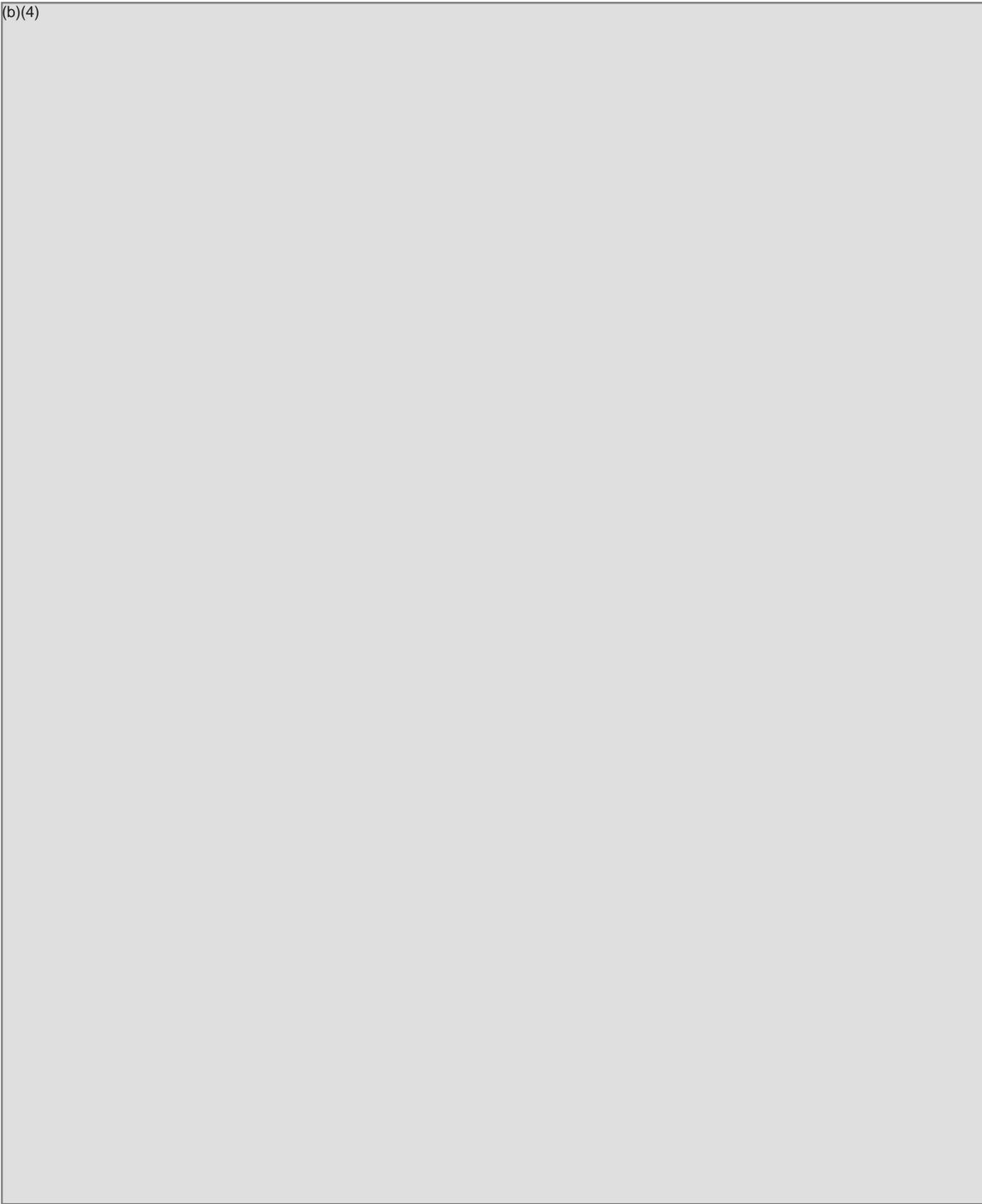
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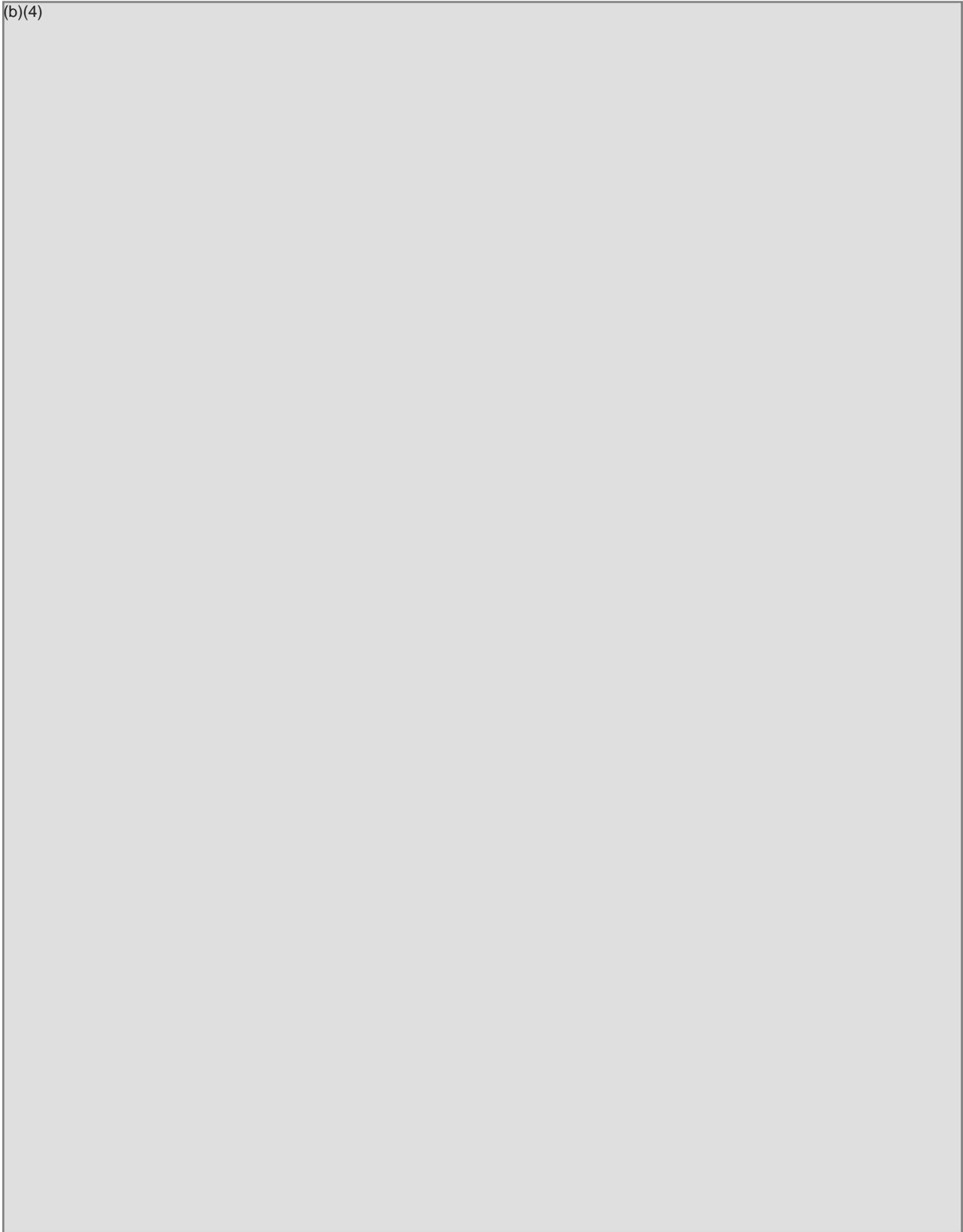
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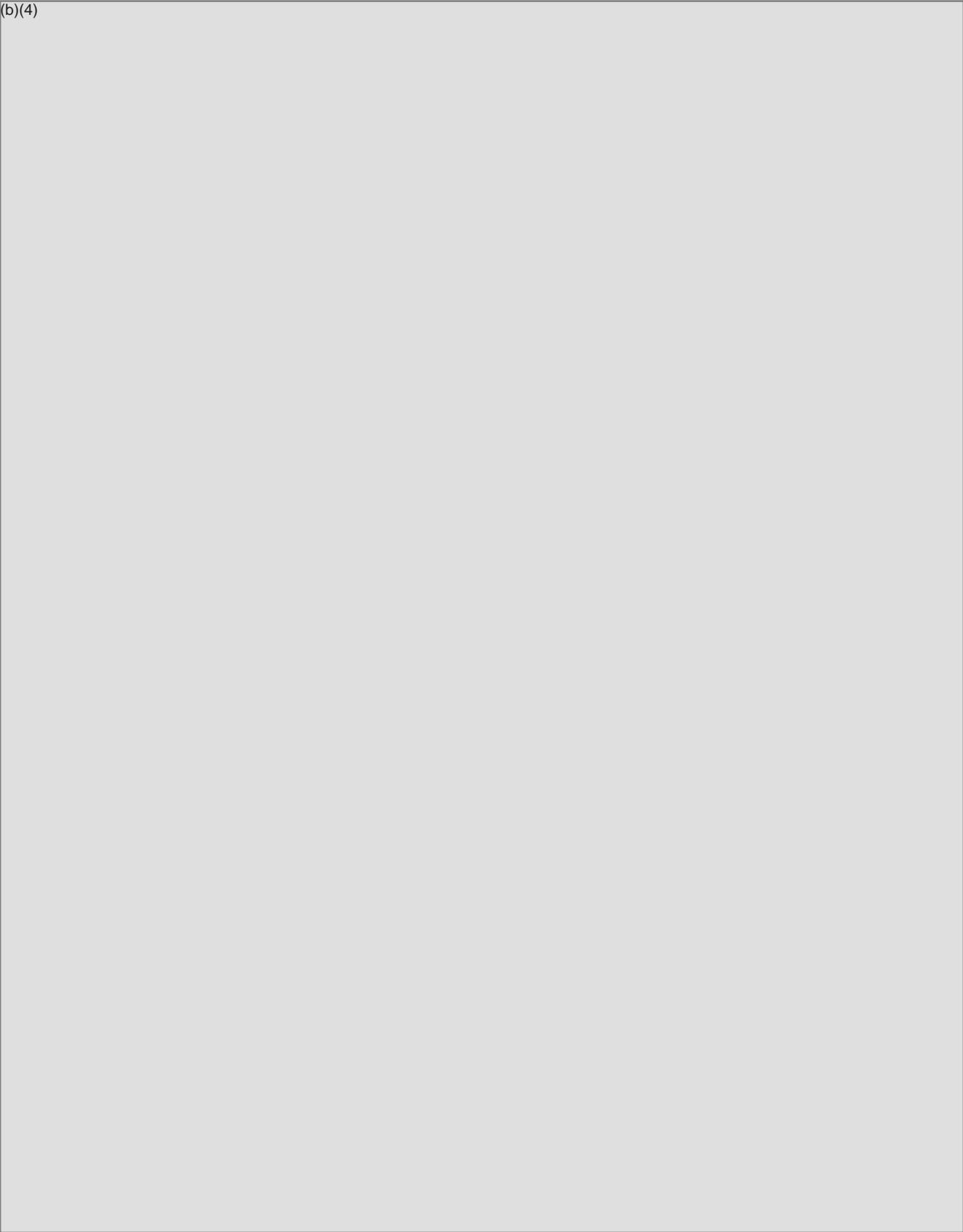
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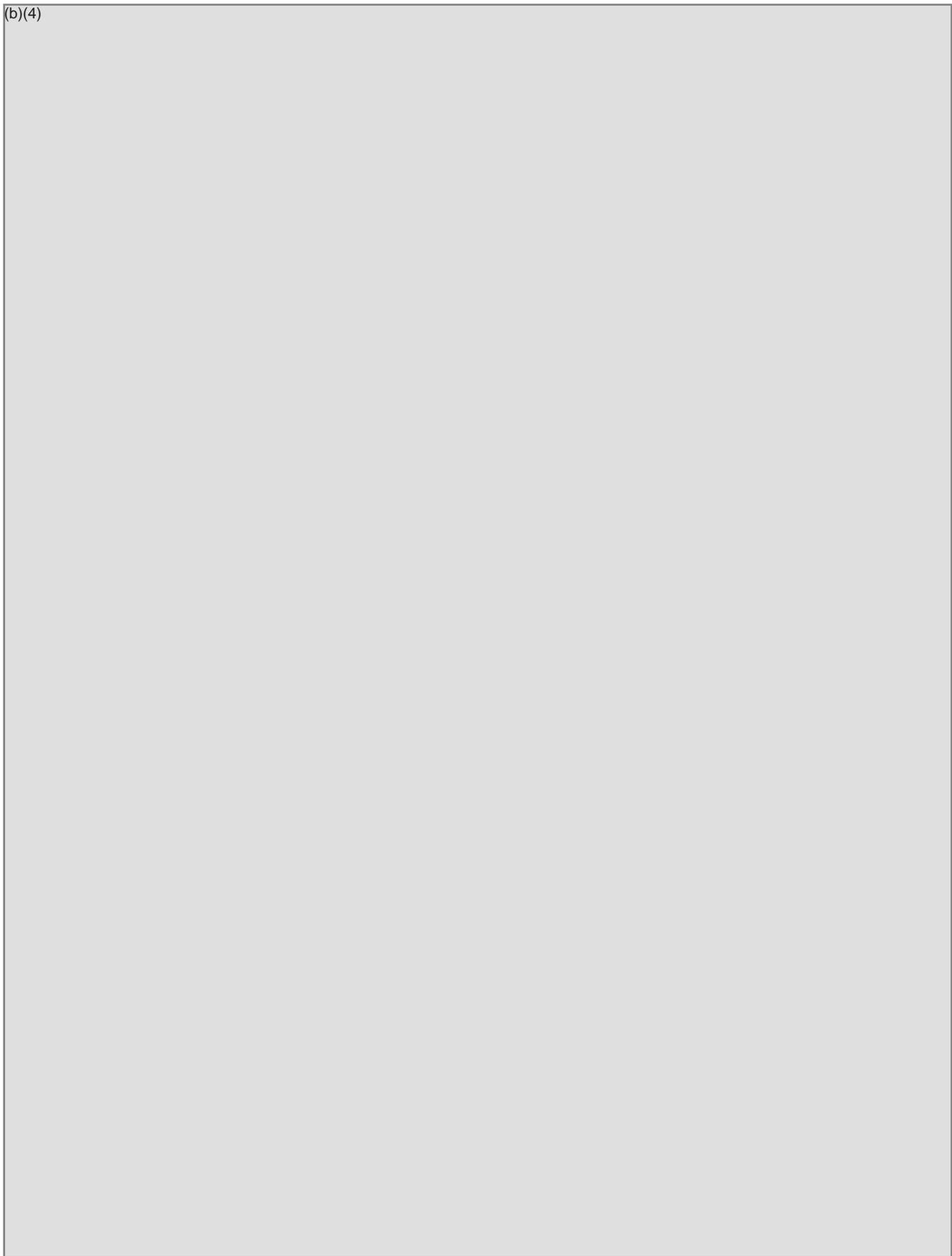
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(b)(4)

## 10.0. Payment Process

**10.1. Monthly Reports.** The DP shall receive the reports for any given month from the Data Contractor no later than the 10<sup>th</sup> of the given month. These reports will consist of:

- Age/Gender capitation report, all enrollees
- Sponsor service capitation report
- Beneficiaries enrolled within last 30 days enrollment report
- Beneficiaries disenrolled within last 30 days enrollment report
- Beneficiaries expected to lose eligibility within next 180 days
- Beneficiaries with conditional enrollment status
- Beneficiaries Ineligible, Not Yet Disenrolled

**10.2. Payment Vouchers.** The DP shall complete the payment invoice (DD Form 250) sixty (60) days prior to the requested payment date. The DP shall invoice for the current month's capitation amount of the eligible and enrolled beneficiary population, per data available at the time of invoicing. The DP's requested payment date shall be no earlier than the 10th of the payment month in which services are being provided. A complete DD Form 250 (including electronic signature) should be electronically forwarded to the TRICARE Program Office.

**10.3. Reconciliation.** Reconciliation is made up of two separate sections, the enrollment reconciliation and the payment reconciliation. The Government will complete these combined reconciliation on a quarterly basis, and report to the DP no later than sixty (60) days following the end of each quarter. In the event of a correction requiring the Government to make payment to the DP, the Government will inform the DP of the amount due to them, and the DP shall invoice for that amount within thirty (30) days following the receipt of the quarterly reconciliation. In the event of a correction requiring the DP to refund money to the Government, the Government will inform the DP of the amount due to the Government and the DP shall submit a check to the Government within 60 days for the amount of the overpayment. At the time of reconciliation, the government will recover overpayments in accordance with the TOM, Chapter 11, Section 4, SUBSECTION 6.1 Overpayments Recovery – Non-Financially Underwritten Funds.

## 11 Additional Provisions

**11.1 Nondiscrimination in Employment, Enrollment, Services, Benefits, and Facilities.** Subject to the terms and conditions set forth herein relating to Medical Necessity and utilization review, the Designated Provider shall make no distinctions in employment, or in the provisions of services on the basis of age, sex, handicap, race, color, religion or national origin. Distinction on the grounds of age, sex, handicap, race, color, religion or national origin includes, but is not limited to, the following: denying an enrollee any services or benefit or availability of a provide on the basis of age, sex, handicap, race, color, religion or national origin; providing any service or benefit to an Enrollee which is different or is provided in a different manner or on a different schedule as provided to other Enrollees under this contract for any reason tother than medical necessity and/or capacity; subjecting an Enrollee, on the basis of age, sex, handicap, race, color, religion or national origin to segregation or separate treatment in any manner related to the Enrollee's receipt of any service; restricting an Enrollee in any way in the enjoyment of any advantage or priviledge enjoyed by others receiving any service or benefit; treating an Enrollee differently from others in determining whether the Enrollee satisfies any admission, enrollment, eligibility, or other requirement or condition which individuals must meet in order to be provided any service or benefit; the assignment of times or places for

the provisions of services on the basis of the age, sex, handicap, race, color, religion or national origin of the Enrollees to be served; and discriminating against any employee or applicant for employment because of age, sex, handicap, race, color, religion or national origin.

## 11.2 Privacy Act.

- (1) Records Regulations. The Designated Provider shall design, develop, and operate a system of health care records on individuals to accomplish a DoD function in accordance with the Privacy Act of 1974, Public Law 93-579, December 31, 1974 (5 U.S.C. 552a). All providers shall have the Enrollee sign either on the initial visit or at time of enrollment a DD Form 2005, Privacy Act Statement – Health Care Records. It will be filed in the front of the front of the health care record maintained by the Designated Provider.
- (2) Compliance. The Designated Provider shall:
  - a. Comply with the Privacy Act of 1974 in the design, development, or operation of any system for records on individuals in order to accomplish a DoD function as specified in the Contract.
  - b. Include the notification set forth in paragraph (1) in every solicitation and resulting contract and in every contract awarded without a solicitation when the statement of work in the proposed contract requires the design, development, or operation of a system of records on individuals to accomplish a DoD function.
  - c. Include paragraphs (2), (3), and (4) in all contracts awarded pursuant to the policies and procedures hereby established which require the design, development, or operation of such a system of records.
- (3) Violations of Privacy Act. In the event of violations of the Act, a civil action may be brought against an individual or organization involved where the violation concerns the design, development, or operation of a system of records on individuals to accomplish an agency function, and criminal penalties may be imposed upon the officers or employees of the agency where the violation concerns the operation of a system of records on individuals to accomplish an agency function, the Designated Provider and any employee of the Designated Provider is considered to be an employee of the agency.
- (4) Terms. The terms used in this subsection have the following meanings:
  - (a) “Operation of a system of records” means performance of any of the activities associated with maintaining the system of records including the collection, use, and dissemination of records.
  - (b) “Records” means any item, collection, or grouping of information about an individual that is maintained by an agency, including, but not limited to, his/her education, financial transactions, health care history, medical treatment plan or assessment, and employment history and that contains his/her name, or the identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.
  - (c) “System of records” on individuals means a group of any records under the control of any agency from which information is retrieved by the name of particular assigned to the individual.

## 3. CONFIDENTIALITY

- (1) Enrollee Medical Records. The Designated Provider shall provide to the Government Program Director, upon request and at the standard government copying rate per page, such portions of an Enrollee's medical record or the entire medical record as may be authorized in the appropriate consent signed by the Enrollee which consent form shall release the Designated Provider from any liability by reason of the release of the medical information to the Government. The Government shall indemnify and hold harmless the Designated Provider against any and all liabilities and expense, including attorney's fees and costs of litigation, the Government may incur in respect and in relation to any claim, suit or course of action related to the Government's disclosure of medical record information.
- (2) Proprietary Information.

**12 Administrative Points of Contact****12.1 Contracting Officer's Representative**

The designated Contracting Officer's Representative under this contract is Mr. Earl Hanson, telephone No. (703) 681-0039, Email address : [Earl.Hanson@tma.osd.mil](mailto:Earl.Hanson@tma.osd.mil).

**12.2 Alternate Contracting Officer's Representative**

Daphne Floyd, (703) 681-0039, is designated as the alternate Contracting Officer's Representative under this contract.

**12.3 Lead Agents Office/Administration Office**

TRICARE Northeast  
ATTN: Barry Sayer (202) 782-1484  
WRAMC, Bldg 1, Rm C-222  
6900 Georgia Ave, NW  
Washington, DC 20307

## CLAUSES INCORPORATED BY REFERENCE:

52.232-18	Availability Of Funds	APR 1984
52.232-19	Availability Of Funds For The Next Fiscal Year	APR 1984
52.252-2	Clauses Incorporated By Reference	FEB 1998
252.212-7000	Offeror Representations and Certifications- Commercial Items	NOV 1995

## CLAUSES INCORPORATED BY FULL TEXT

## 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (DEC 2001)

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process of penalties.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service--disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

TIN: **-521232569**

TIN has been applied for.

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other-----

(5) Common parent.

Offeror is not owned or controlled by a common parent;

Name and TIN of common parent:

Name-**Johns Hopkins Health System**-----

TIN-**521465301**-----

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it ( ) is, (X) is not a small business concern.

(2) Veteran-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, for general statistical purposes, that it ( ) is, ( ) is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it ( ) is, ( ) is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it ( ) is, a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

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(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).) The offeror represents as part of its offer that it \* is, \* is not an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).) Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Average Annual

Number of Employees Gross Revenues

50 or fewer  \$1 million or less

51 - 100  \$1,000,001 - \$2 million

101 - 250  \$2,000,001 - \$3.5 million

251 - 500  \$3,500,001 - \$5 million

501 - 750  \$5,000,001 - \$10 million

751 - 1,000  \$10,000,001 - \$17 million

Over 1,000  Over \$17 million

(9) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)

(i) General. The offeror represents that either--

(A) It ( ) is, ( ) is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It ( ) has, ( ) has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(7)(i) of this provision is accurate for the small disadvantaged business

concern that is participating in the joint venture. (The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_.)

(d) Certifications and representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

(i) It (X) has, ( ) has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the and

(ii) It (X) has, ( ) has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It (X) has developed and has on file, ( ) has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It ( ) has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act--Balance of Payments Program Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act--Balance of Payments Program--Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product as defined in the clause of this solicitation entitled "Buy American Act--Balance of Payments Program--Supplies" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

(2) Foreign End Products:

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product as defined in the clause of this solicitation entitled "Buy American Act--North

American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States.

(ii) The offeror certifies that the following supplies are NAFTA country end products or Israeli end products as defined in the clause of this solicitation entitled ``Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program":

NAFTA Country or Israeli End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled ``Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Act--North American Free Trade Agreements--Israeli Trade Act--Balance of Payments Program Certificate, Alternate I (Feb 2000). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled ``Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program":

Canadian End Products

Line Item No.:-----

(List as necessary)

(3) Buy American Act--North American Free Trade Agreements--Israeli Trade Act--Balance of Payments Program Certificate, Alternate II (Feb 2000). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled ``Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program":

Canadian or Israeli End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or NAFTA country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products.

Other End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). The offeror certifies, to the best of its knowledge and belief, that --

(1) The offeror and/or any of its principals ( ) are, (X) are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

(2) ( ) Have, (X) have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and ( ) are, (X) are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed end products.

Listed End Product

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-----

## Listed Countries of Origin

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 -----

(2) Certification. (If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.)

( ) (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

( ) (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(End of provision)

## 52.212-4 CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS (FEB 2002)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement or any excusable delay, setting for the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice. (1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and OMB prompt payment regulations at 5 CFR part 1315. If the Government makes payment by Electronic Funds Transfer (EFT), see 52.212-5(b) for the appropriate EFT clause. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

- (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
- (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.
- (k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.
- (l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.
- (m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.
- (n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.
- (o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.
- (p) Limitation of liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.
- (q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.
- (r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.
- (s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(End of clause)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (DEC 2001)

(a) The Contractor shall comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:

(1) 52.222-3, Convict Labor (E.O. 11755).

(2) 52.233-3, Protest after Award (31 U.S.C. 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components:

(Contracting Officer shall check as appropriate.)

(1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).

(2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999).

(3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer).

(4) (i) 52.219-5, Very Small Business Set-Aside (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

(ii) Alternate I to 52.219-5.

(iii) Alternate II to 52.219-5.

(5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637 (d)(2) and (3)).

(6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637 (d)(4)).

(7) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).

(8)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

(ii) Alternate I of 52.219-23.

(9) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

(10) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

(11) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

(12) 52.222-26, Equal Opportunity (E.O. 11246).

(13) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans (38 U.S.C. 4212).

(14) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).

(15) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans (38 U.S.C. 4212).

(16) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (E.O. 13126).

(17)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (42 U.S.C. 6962(c)(3)(A)(ii)).

(ii) Alternate I of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

(18) 52.225-1, Buy American Act--Balance of Payments Program--Supplies (41 U.S.C. 10a-10d).

(19)(i) 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).

(ii) Alternate I of 52.225-3.

(iii) Alternate II of 52.225-3.

(20) 52.225-5, Trade Agreements (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

(21) 52.225-13, Restriction on Certain Foreign Purchases (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).

(22) 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).

(23) 52.225-16, Sanctioned European Union Country Services (E.O.12849).

(24) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (31 U.S.C. 3332).

(25) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (31 U.S.C. 3332).

(26) 52.232-36, Payment by Third Party (31 U.S.C. 3332).

(27) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).

(28) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

(Contracting Officer check as appropriate.)

(1) 52.222-41, Service Contract Act of 1965, As amended (41 U.S.C. 351, et. seq.).

\_\_\_\_ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

  X   (3) 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C.206 and 41 U.S.C. 351, et seq.).

\_\_\_\_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act - Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_\_ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components--

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans (38 U.S.C. 4212);

(3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793);

(4) 52.247-64, Preference for Privately-Owned U.S.- Flag Commercial Vessels (46 U.S.C. 1241)(flow down not required for subcontracts awarded beginning May 1, 1996)., and

(5) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.).

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within thirty (30) days. (insert the period of time within which the Contracting Officer may exercise the option).

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within sixty (60) days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least days (60 days unless a different number of days is inserted) before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months.

(End of clause)

52.232-38 SUBMISSION OF ELECTRONIC FUNDS TRANSFER INFORMATION WITH OFFER (MAY 1999)

The offeror shall provide, with its offer, the following information that is required to make payment by electronic funds transfer (EFT) under any contract that results from this solicitation. This submission satisfies the requirement to provide EFT information under paragraphs (b)(1) and (j) of the clause at 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration.

(1) The solicitation number (or other procurement identification number).

(2) The offeror's name and remittance address, as stated in the offer.

(3) The signature (manual or electronic, as appropriate), title, and telephone number of the offeror's official authorized to provide this information.

(4) The name, address, and 9-digit Routing Transit Number of the offeror's financial agent.

(5) The offeror's account number and the type of account (checking, savings, or lockbox).

(6) If applicable, the Fedwire Transfer System telegraphic abbreviation of the offeror's financial agent.

(7) If applicable, the offeror shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if the offeror's financial agent is not directly on-line to the Fedwire and, therefore, not the receiver of the wire transfer payment.

(End of provision)

## 252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

(a) "Definition. Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(End of clause)

## 252.203-7002 DISPLAY OF DOD HOTLINE POSTER (DEC 1991)

(a) The Contractor shall display prominently in common work areas within business segments performing work under Department of Defense (DoD) contracts, DoD Hotline Posters prepared by the DoD Office of the Inspector General.

(b) DoD Hotline Posters may be obtained from the DoD Inspector General, ATTN: Defense Hotline, 400 Army Navy Drive, Washington, DC 22202-2884.

(c) The Contractor need not comply with paragraph (a) of this clause if it has established a mechanism, such as a hotline, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports.

(End of clause)

## 252.204-7001 COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING (AUG 1999)

(a) The offeror is requested to enter its CAGE code on its offer in the block with its name and address. The CAGE code entered must be for that name and address. Enter "CAGE" before the number.

(b) If the offeror does not have a CAGE code, it may ask the Contracting Officer to request one from the Defense Logistics Information Service (DLIS). The Contracting Officer will--

(1) Ask the Contractor to complete section B of a DD Form 2051, Request for Assignment of a Commercial and Government Entity (CAGE) Code;

(2) Complete section A and forward the form to DLIS; and

(3) Notify the Contractor of its assigned CAGE code.

(c) Do not delay submission of the offer pending receipt of a CAGE code.

(End of provision)

## 252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION.(NOV 2001)

(a) Definitions.

As used in this clause--

(1) Central Contractor Registration (CCR) database means the primary DoD repository for contractor information required for the conduct of business with DoD.

(2) Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.

(3) Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.

(4) Registered in the CCR database means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code, is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.

(2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(3) Lack of registration in the CCR database will make an offeror ineligible for award.

(4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

(c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.

(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at <http://www.ccr.gov>.

(End of clause)

**ATTACHMENTS**

ATTACHMENT 1 .....RESERVED

ATTACHMENT 2 .....TRICARE PRIME Enrollment  
.....Application and PCM Change Form

ATTACHMENT 3 .....TRICARE Disenrollment  
.....Application

ATTACHMENT 4 .....RESERVED

ATTACHMENT 5 .....RESERVED

ATTACHMENT 6 .....RESERVED

ATTACHMENT 7 .....RESERVED

ATTACHMENT 8 .....RESERVED

ATTACHMENT 9.....Service Area Zip Codes for DPs

ATTACHMENT 10 .....Data Reporting Specifications

ATTACHMENT 11 ..... DP Specifications Data Dictionary

ATTACHMENT 12 ..... RESERVED

ATTACHMENT 13 .....Department of Defense (DoD)  
.....Information Assurance Vulnerability Alert (IAVA)

ATTACHMENT 14 ..... DISA IAVA Process Handbook,  
.....Version 2.1 – June 11, 2002

ATTACHMENT 15 ..... Military Health System (MHS)  
.....DITSCAP Checklist

ATTACHMENT 16 ..... Physical Security Audit Matrix

ATTACHMENT 17 ..... Base Year Final Capitation  
.....Rates for John Hopkins

***ATTACHMENT 2***

***TRICARE PRIME ENROLLMENT  
APPLICATION AND PCM  
CHANGE FORM***

**TRICARE PRIME ENROLLMENT APPLICATION AND PCM CHANGE FORM**

This form is for eligible beneficiaries who want to enroll in TRICARE Prime, TRICARE Prime Remote (TPR) and US Family Health Plan. This form is for new enrollments and Primary Care Manager (PCM) changes. This form may be used to request a PCM change within the same military treatment facility or civilian clinic or at a new facility or new TRICARE region. This form should be used to transfer enrollment within the 50 United States and Washington, D.C.

Review the eligible categories (1 through 4) below to determine the application sections you must complete.

If you are eligible to enroll (identified below), then complete the required sections:

Eligible Categories	Section I Sponsor Information	Section II Enrolling Family Members	Section III Other Health Insurance	Section IV Reason for PCM Change	Section V Signature	Section VI Enrollment Fee Payment
1. Active Duty Service Members, Reserve Component Members called or ordered to active duty for 30 days or more	X			Complete if changing PCM		
2. Active Duty Family Members and Survivors of Active Duty (first three years in survivor status)	X	X	X	Complete if changing PCM	X	
3. Active Duty Family Members of Reserve Component Members called or ordered to active duty for 179 days or more. Must be eligible in ERS	X	X	X	Complete if changing PCM	X	
4. Retirees, retiree family members, survivors, and eligible former spouses under 65 years of age who reside within the 50 United States or Washington, D.C.	X	X	X	Complete if changing PCM	X	X (Must include required payment)
5. ADFMs, Retirees, retiree family members, survivors and eligible former spouses 65 years or older and entitled to Medicare Part A. (Applicable only to US Family Health Plan)	X	X	X	Complete if changing PCM	X	X (If not enrolled in Medicare Part B)

**GENERAL INSTRUCTIONS:**

1. Print all information in ink. Make sure the information is complete and accurate.
2. Ensure personal information matches information in the Defense Enrollment Eligibility Reporting System (DEERS). To check your DEERS information, call the Defense Manpower Data Center Support Office at 1-800-538-9552 or refer to your name as printed on your military ID card.
3. There are two address fields for the sponsor and each family member. The Residence address block should be completed if it is known. If you haven't established a residence at the time you are completing this form, insert "To be determined." in the Residence address block and complete the "Mailing " address block. The "Mailing " address block is only to be completed if mail is to be sent to an address other than the residence address. If the "Mailing " address block is blank, all mail will be sent to the residence address. The addresses and telephone numbers you include on this form will update DEERS.

**It is very important that you update your personal information in DEERS whenever your residence address, mailing address or phone number changes. Please see # 2**

above.

4. Sign and date the application (Section V).
5. **Please keep a copy of the completed TRICARE Prime application/PCM change form for your records.**
6. **TRICARE Prime** - Active duty service members are required to enroll in Prime. Active duty family members, retirees and their family members are encouraged, but not required, to enroll in Prime.
7. **TRICARE Prime Remote (TPR)** is a program for active duty service members and their family members when the sponsor lives and works over 50 miles or one hour drive from a Military Treatment Facility (MTF) and the family member lives with the sponsor.
8. Submit completed Application/PCM Change form to the address below. If you are requesting a PCM change within the same MTF, submit the completed Application/PCM Change form to the local MTF. For enrollment or PCM changes in the **US Family Health Plan** please see number 12 below.

[Contractor's Name]  
 [Street Address]  
 [City, State 99999-9999]

Applications can be mailed to the contractor identified above or dropped off at a **TRICARE Service Center (TSC)**. Contact the local TSC in person or call the telephone number listed below in number 8 to determine when your new or transferred enrollment will begin.

9. For information on the TRICARE Prime procedures, contact the TRICARE Office identified below or visit the TMA Website at [www.tricare.osd.mil](http://www.tricare.osd.mil).
10. For enrollment assistance, please call [Contractor's Name] at 1-8XX-XXX-XXXX or FAX for OCONUS
11. **US Family Health Plan** is a TRICARE Prime enrollment option for eligible individuals and families who live in seven specific parts of the country: Seattle Washington, Cleveland, Ohio, Portland Maine, Brighton, Massachusetts, Staten Island, New York, Baltimore, Maryland, and Houston, Texas. The primary difference between other TRICARE options and the US Family Health Plan is that US Family Health Plan may be used by uniformed services retirees and their eligible family members who are age 65 or older.
12. For enrollment or PCM changes in the **US Family Health Plan**, submit the completed Application/PCM Change form to the US Family Health Plan address listed below.

[US Family Health Plan]  
 [Street Address]  
 [City, State 99999-9999]

For questions regarding enrollment/PCM changes in the **US Family Health Plan**, contact the US Family Health Plan member services at [1-800-XXX-XXXX]

**AGENCY DISCLOSURE STATEMENT**

Public reporting burden for this collection of information is estimated to average fifteen (15) minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to the Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (0728-00008), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number.

PLEASE DO NOT RETURN YOUR APPLICATION TO THE ADDRESS ABOVE.. SEND YOUR APPLICATION TO THE ADDRESS SHOWN ON THE APPLICATION INSTRUCTION SHEET.

**PRIVACY ACT STATEMENT**

- (1) Authority: 5 USC 552a, 10 U.S.C. 1079 and 1086, 58 FR 45318, 65 FR 30966, May 15, 2000.
- (2) Purpose: To evaluate eligibility for medical care provided by civilian sources to Military Health Services System beneficiaries applying for coverage under the TRICARE Program (32 CFR 199.17).
- (3) Uses: Information from application forms and related documents may be given to the Department of Health and Human Services, and/or the Department of Transportation consistent with their statutory administrative responsibilities under TRICARE; to the Department of Justice for representation of the Secretary of Defense in civil actions. Appropriate disclosures may be made to other federal, state, local and foreign government agencies, private business entities, and individual providers of care, on matters relating to entitlement, fraud, program abuse, program integrity, and civil and criminal litigation related to the operation of the TRICARE Program.
- (4) Disclosure: Voluntary; however, failure to provide information will result in the denial of enrollment.



Attachment 2

Preferred PCM Gender	Flight Medicine	Pediatrics	
	No Preference	Male	Female

**REPEATED SPONSOR SOCIAL SECURITY NUMBER AND NAME**

<b>SPONSOR INFO</b>	Sponsor Social Security Number (SSN) - - - - -
	Sponsor Name (Last, First, Middle Initial) Must match DEERS)

<b>U - CONTINUED ADDITIONAL FAMILY MEMBER INFORMATION</b>	a. Name (Last, First, Middle Initial Must Match Deers)			
	b. Date of birth (YYYYMMDD)			
	c. Residence Address (Street/P.O. Box, Apt No., City, State, ZIP Code) <input type="checkbox"/> Same as Sponsor			
	d. Mailing Address (If different than residence address)			
	e. Relationship to sponsor (X one)		Spouse	Child
			Former Spouse	
	f. Telephone numbers Include Area Code) Home: ( ) Work: ( )			
	g. Primary care manager (PCM) preference <i>Honoring your preferences depends upon the availability and local Military Treatment Facility (MTF) policy. Contact your TRICARE Service Center, preferred MTF or US Family Health Plan Member Services for availability of PCMs.) Complete all that apply.</i>			
	1. PCM Name and Address (if known)		1 <sup>st</sup> Choice <input type="checkbox"/> Same as Sponsor	2 <sup>nd</sup> Choice <input type="checkbox"/> Same as Sponsor
	2. PCM Specialty		No preference	Family General Practice
		Flight Medicine	Pediatrics	
3. PCM Gender		No Preference	Male	
			Female	

<b>SECTION II - CONTINUED ADDITIONAL FAMILY MEMBER INFORMATION</b>	a. Name (Last, First, Middle Initial) Must Match Deers			
	b. Date of birth (YYYYMMDD)			
	c. Residence Address (Street/P.O. Box, Apt No., City, State, ZIP Code) <input type="checkbox"/> Same as Sponsor			
	d. Mailing Address (If different than residence address)			
	e. Relationship to sponsor (X one)		Spouse	Child
			Former Spouse	
	f. Telephone numbers Include Area Code) Home: ( ) Work: ( )			
	g. Primary care manager (PCM) preference <i>Honoring your preferences depends upon the availability and local Military Treatment Facility (MTF) policy. Contact your TRICARE Service Center, preferred MTF or US Family Health Plan Member Services for availability of PCMs.) Complete all that apply.</i>			
	1. PCM Name and Address (if known)		1 <sup>st</sup> Choice <input type="checkbox"/> Same as Sponsor	2 <sup>nd</sup> Choice <input type="checkbox"/> Same as Sponsor
	2. PCM Specialty		No preference	Family General Practice
		Flight Medicine	Pediatrics	
3. PCM Gender		No Preference	Male	
			Female	

REPEATED SPONSOR SOCIAL SECURITY NUMBER AND NAME			
<b>SPONSOR INFO</b>	Sponsor Social Security Number (SSN)      -      -		
	Sponsor Name (Last, First, Middle Initial) Must match DEERS		
<b>OHI</b>	<b>SECTION III -- OTHER HEALTH INSURANCE (OHI) COVERAGE</b>		
	Are any enrolling family members or is the retiree sponsor currently covered by OHI ? (not a TRICARE Supplement)		No
	If yes, provide the name of the other health insurance and the insurance identification number.		Yes
(Name of other health insurance) and (insurance identification number)			
<b>SECTION IV -- REASON FOR PCM CHANGE</b>			
<b>REASON FOR PCM CHANGE</b>	Reason for change (X one per affected family member )	<input type="checkbox"/> Move	<input type="checkbox"/> Other ( <i>explain</i> )
		<input type="checkbox"/> Move	<input type="checkbox"/> Other ( <i>explain</i> )
		<input type="checkbox"/> Move	<input type="checkbox"/> Other ( <i>explain</i> )
		<input type="checkbox"/> Move	<input type="checkbox"/> Other ( <i>explain</i> )
<b>SECTION V—SIGNATURE of the Sponsor, spouse or other legal guardian of the beneficiary</b>			
<b>SIGNATURE</b>	I understand that it is my responsibility to comply with all required TRICARE Prime procedures. By signing the form, I certify that the information on this form is true, accurate and complete. Federal funds are involved in this program and any false claims, statements, comments or concealment of a material fact may be subject to fine and imprisonment under applicable Federal law.		
	Signature		Date Signed

**REPEATED SPONSOR SOCIAL SECURITY NUMBER AND NAME**

<b>SPONSOR INFO</b>	Sponsor Social Security Number (SSN) _____
	Sponsor Name (Last, First, Middle Initial) Must match DEERS _____

**SECTION VI – PAYMENT OF TRICARE PRIME ENROLLMENT FEES NOTE: This Section is only for retirees, retiree family members, survivors and eligible former spouses.** Retired beneficiaries enrolled in Medicare Part B may have their enrollment fees waived if they provide a copy of their Medicare card as proof of enrollment in Medicare Part B. Explain all split enrollments (retiree family enrollment in more than one TRICARE Region) on separate sheet of paper. Certain survivors of active duty members pay no enrollment fee during the first three years in survivor status.

1. PAYMENT FEE OPTIONS	MONTHLY	QUARTERLY	ANNUAL
2. PLAN SELECTION (X One)	Single (b)(4) _____ Family _____	Single (b)(4) _____ Family _____	Single (b)(4) _____ Family _____
3. PAYMENT METHOD (X One)	a. Allotment for Retired Pay (Complete A below) b. Electronic Funds Transfer (Complete B below)	a. Check/Cashiers Check/ Money Order* b. VISA or Master Card (Complete C below)	a. Check/Cashiers Check/ Money Order* b. VISA or Master Card (Complete C below)

Note: Quarterly and annual bills will be sent on a quarterly and annual basis, respectively. Monthly bills will not be sent. \* Make check payable to the [Contractor's Name]

<b>MONTHLY ALLOTMENT</b>	I _____ choose to have my enrollment fees automatically paid by monthly allotment from my Uniformed Services retired pay. (Signature of Sponsor)
	(NOTE: Only retired Uniformed Services members may establish an allotment from their retired pay)

<b>B</b>	I _____ choose to have my enrollment fees automatically paid by monthly electronic funds transfer. (Signature of Account Holder)
----------	---

<b>ELECTRONIC FUNDS TRANSFER</b>	1. Name and Address of Financial Institution _____		
	2. Financial Institution's Telephone Number: _____		
	1. Account Information (Check one box)	Savings _____	Checking (Attach Voided Check) _____
	4. Account Number _____		
	5. Bank or ABA Routing Number _____		
	6. Name on Account _____		

<b>C</b>	I _____ choose to have my enrollment fees automatically billed to my credit card. (Signature of Card Holder) (annual and quarterly payments only).	
	1. Name on Credit Card _____	
	2. Credit Card Number _____ Expiration date (MMYY) _____	
	3. Type of Credit Card	VISA _____



***ATTACHMENT 3***

***TRICARE DISENROLLMENT  
APPLICATION***

# TRICARE DISENROLLMENT APPLICATION

This form is for eligible beneficiaries whose enrollment in TRICARE Prime, TRICARE Prime Remote, or US Family Health Plan is voluntary.

## GENERAL INSTRUCTIONS:

1. Print all information in ink. Make sure the information is complete and accurate.
2. Ensure personal information matches information in the Defense Enrollment Eligibility Reporting System (DEERS). To check your DEERS information, call the Defense Manpower Data Center (DMDC) Support Office at 1-800-538-9552 or refer to your name as printed on your ID card. The mailing address and telephone numbers you include on this form will update DEERS.
3. Sign and date the application (Section III).
4. Please keep a copy of the completed application for your records.
5. For TRICARE Prime and TRICARE Prime Remote disenrollments, submit your completed disenrollment application to the TRICARE contractor in your area or the TRICARE Service Center. For US Family Health plan see number 8 below.

[Contractor's Name]  
[Street Address]  
[City, State 99999-9999]

6. For information on TRICARE, visit the TRICARE Website at [www.tricare.osd.mil](http://www.tricare.osd.mil).
7. For information on TRICARE, please call 1-888-DoD-LIFE or 1-888- 363-5433.
8. For US Family Health Plan disenrollments, submit your completed disenrollment application to the US Family Health Plan facility where you are currently enrolled.

[Contractor's Name]  
[Street Address]  
[City, State 99999-9999]

9. For information on US Family Health Plan, visit the US Family Health Plan Website at [www.usfhp.org](http://www.usfhp.org)
10. For information on US Family Health Plan, please call [1-800-XXX-XXXX].

**AGENCY DISCLOSURE STATEMENT**

Public reporting burden for this collection of information is estimated to average five (5) minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to the Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (0720-0008), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. PLEASE DO NOT RETURN YOUR DISENROLLMENT APPLICATION TO THE ADDRESSES ABOVE. SEND YOUR DISENROLLMENT APPLICATION TO THE ADDRESS SHOWN ON THE DISENROLLMENT APPLICATION INSTRUCTION SHEET.

**PRIVACY ACT STATEMENT**

- (1) **Authority:** 5 USC 552a, 10 U.S.C. 1079 and 1086, 58 FR 45318, 65 FR 30966, May 15, 2000.
- (2) **Purpose:** To implement disenrollment from TRICARE Prime, TRICARE Prime Remote or the Uniformed Services Family Health Plan as requested by the enrollee.
- (3) **Uses:** Information from disenrollment application and related documents may be given to the Department of Health and Human Services, and/or the Department of Transportation consistent with their statutory administrative responsibilities under TRICARE; to the Department of Justice for representation of the Secretary of Defense in civil actions. Appropriate disclosures may be made to other federal, state, local and foreign government agencies, private business entities, and individual providers of care, on matters relating to entitlement, fraud, program abuse, program integrity, and civil and criminal litigation related to the operation of the TRICARE Program.
- (4) **Disclosure:** Voluntary; however, failure to provide information will result in continued enrollment and responsibility for payment of an enrollment fee.

**TRICARE DISENROLLMENT APPLICATION**

Please read Agency Disclosure Notice, Privacy Act Statement, and Instructions before completing this form.)

**SECTION I - SPONSOR INFORMATION (Must be completed on all applications)**

<b>SPONSOR INFO</b>	1. Sponsor Social Security Number (SSN)	- - - - -
	2. Sponsor Name (Last, First, Middle Initial)	
	3. Date of Birth (YYYYMMDD)	

**SECTION II: INDIVIDUAL(S) REQUESTING DISENROLLMENT**

<b>INDIVIDUAL DISENROLLMENT</b>	1. a. Name (Last, First, Middle Initial)						
	b. Date of Birth (YYYYMMDD)						
	c. Relationship to Sponsor		Self	Retiree	Spouse	Former Spouse	Child
	d. Reason for Disenrollment (Check one)						
	Moved	Loss of TRICARE eligibility	Loss of Prime eligibility due to turning 65 years of age (Prime only)				
	Death	Other Health Insurance	Request for Voluntary Disenrollment				
	Other (Explain):						
	e. Requested Disenrollment Date (YYYYMMDD):						
f. Telephone Number (Include Area Code) Home: ( ) Work ( )							

<b>INDIVIDUAL DISENROLLMENT</b>	a. Name (Last, First, Middle Initial)						
	b. Date of Birth (YYYYMMDD)						
	c. Relationship to Sponsor		Self	Retiree	Spouse	Former Spouse	Child
	d. Reason for Disenrollment (Check one)						
	Moved	Loss of TRICARE eligibility	Loss of Prime eligibility due to turning 65 years of age (Prime only)				
	Death	Other Health Insurance	Request for Voluntary Disenrollment				
	Other (Explain):						
	e. Requested Disenrollment Date (YYYYMMDD):						
f. Telephone Number (Include Area Code) Home: ( ) Work ( )							

<b>INDIVIDUAL DISENROLLMENT</b>	3. a. Name (Last, First, Middle Initial)						
	b. Date of Birth (YYYYMMDD)						
	c. Relationship to Sponsor		Self	Retiree	Spouse	Former Spouse	Child
	d. Reason for Disenrollment (Check one)						
	Moved	Loss of TRICARE eligibility	Loss of Prime eligibility due to turning 65 years of age (Prime only)				
	Death	Other Health Insurance	Request for Voluntary Disenrollment				
	Other (Explain):						
	e. Requested Disenrollment Date (YYYYMMDD):						
f. Telephone Number (Include Area Code) Home: ( ) Work ( )							

**SECTION III - SIGNATURE**

By signing this form, I certify that the information on this form is true, accurate and complete. Federal funds are involved in this program and any false claims, statements, comments or concealment of a material fact may be subject to fine and imprisonment under applicable Federal law.

Signature

Date Signed



***ATTACHMENT 9***

***Service Area Zip Codes for DPs***

0190	08046
0190	08070
0190	15536
0190	15559
0190	15767
0190	16022
0190	16111
0190	16316
0190	16652
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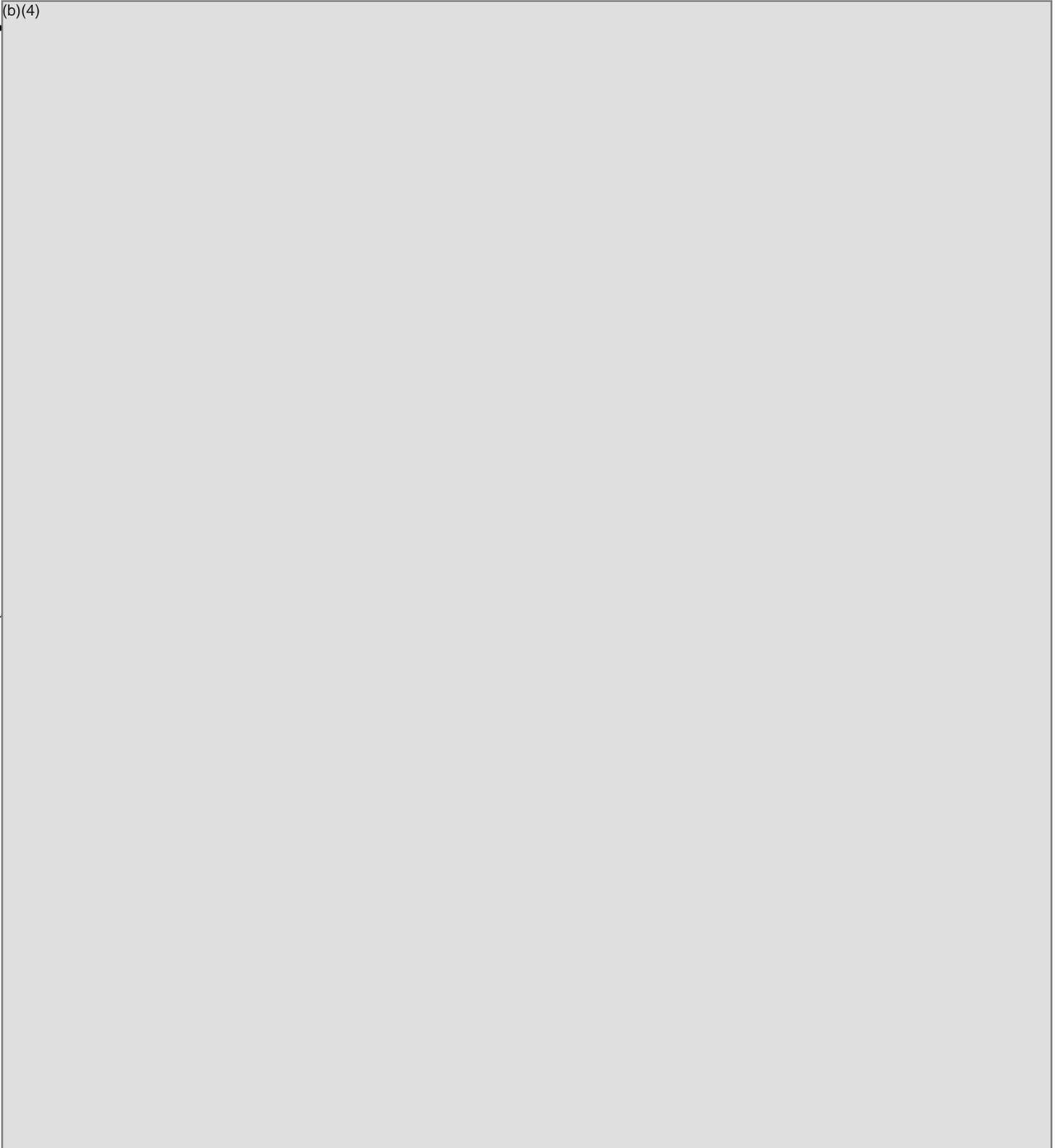
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***ATTACHMENT 10***

***Data Reporting Specifications***

**DATA REPORTING SPECIFICATIONS**

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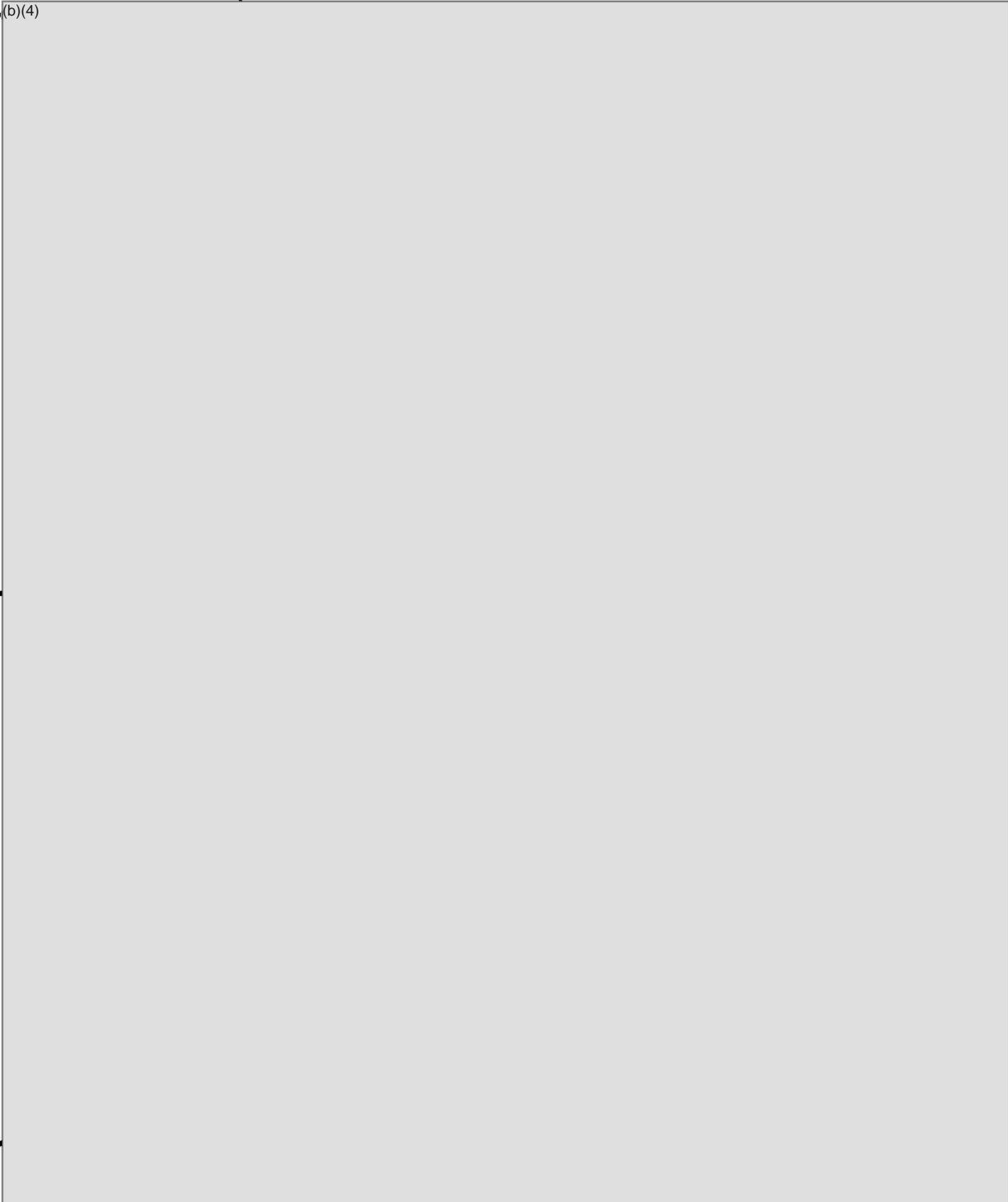
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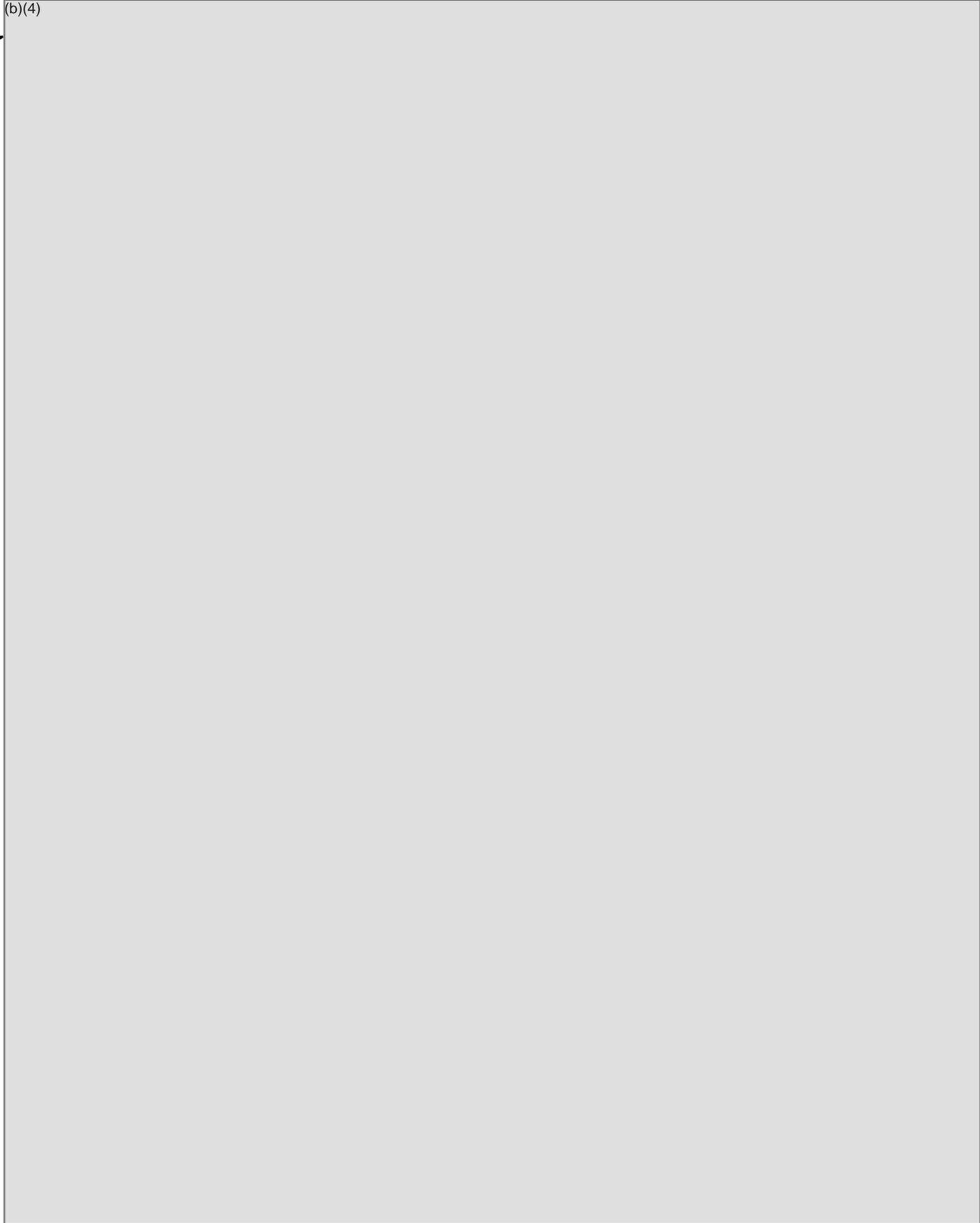
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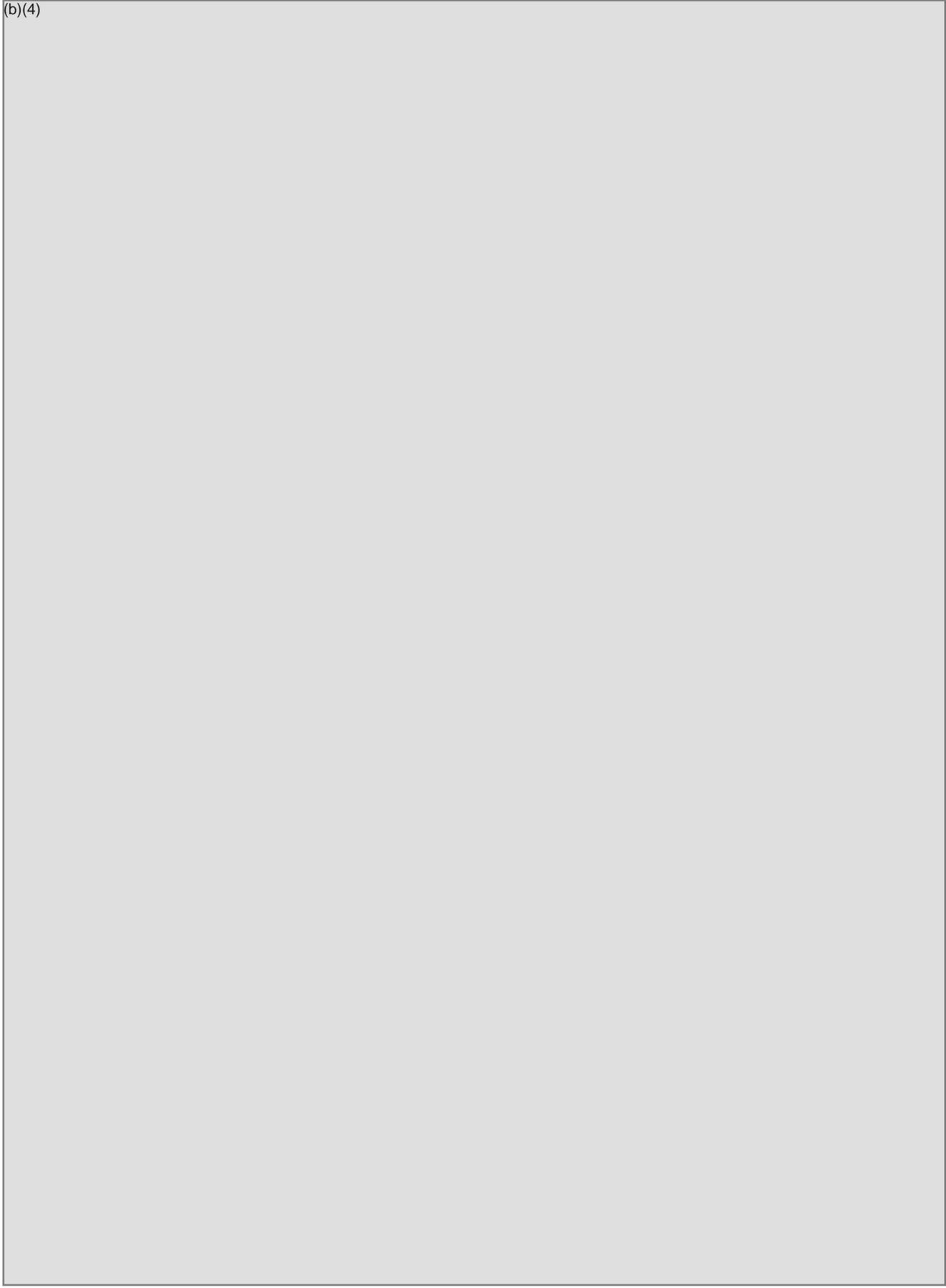
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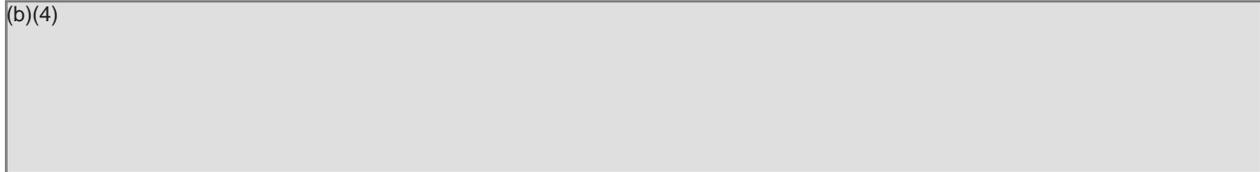
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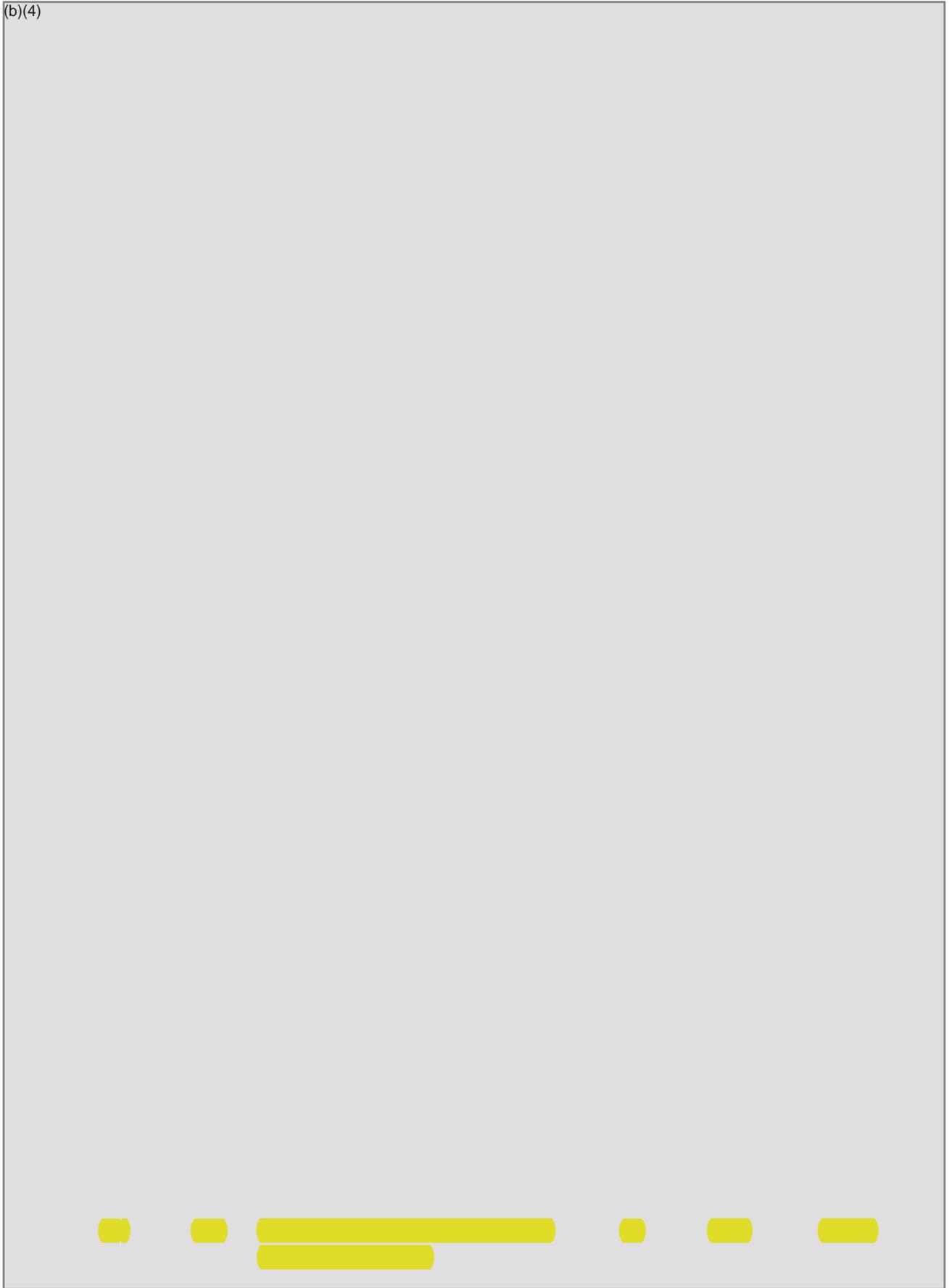
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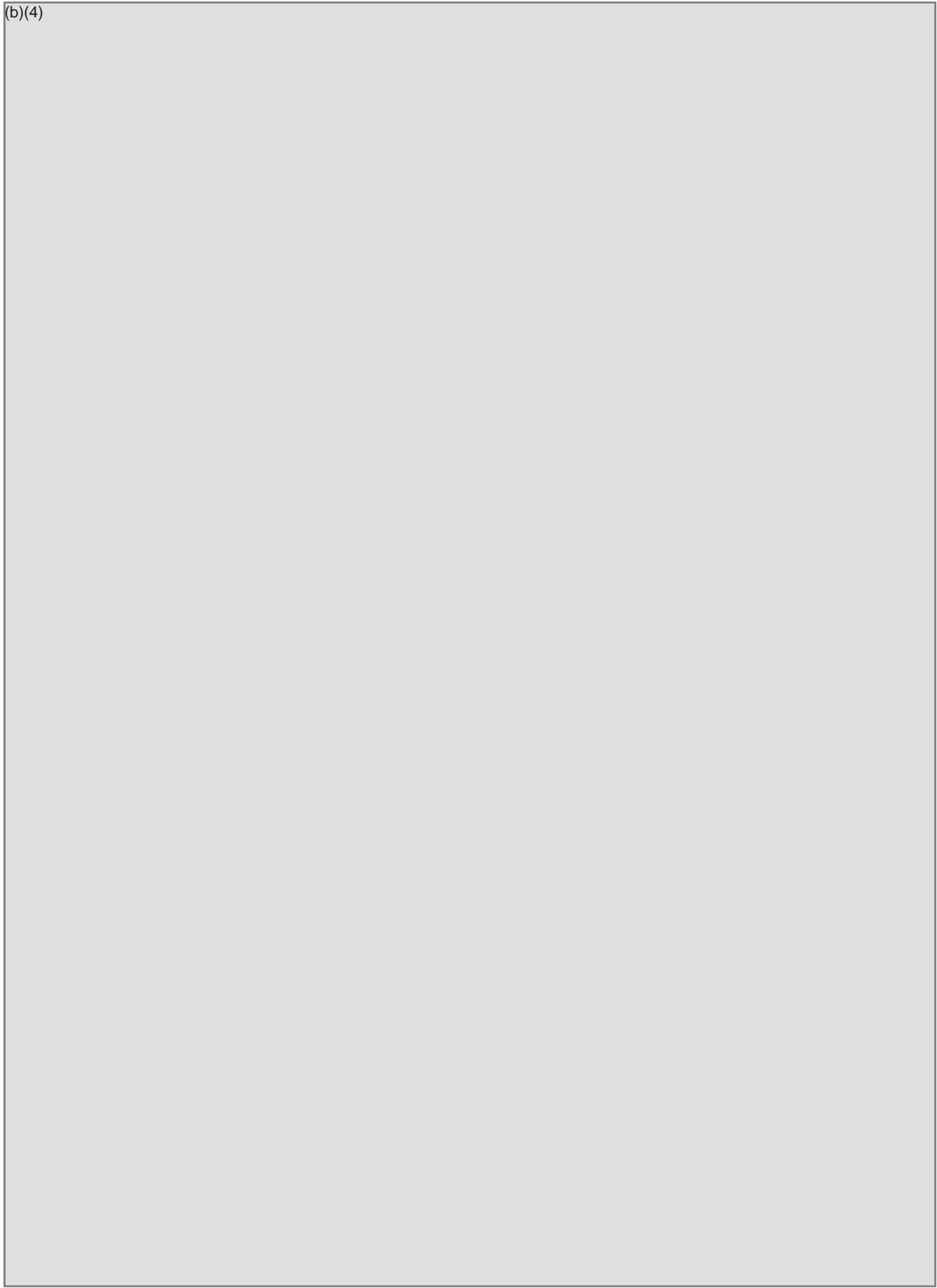


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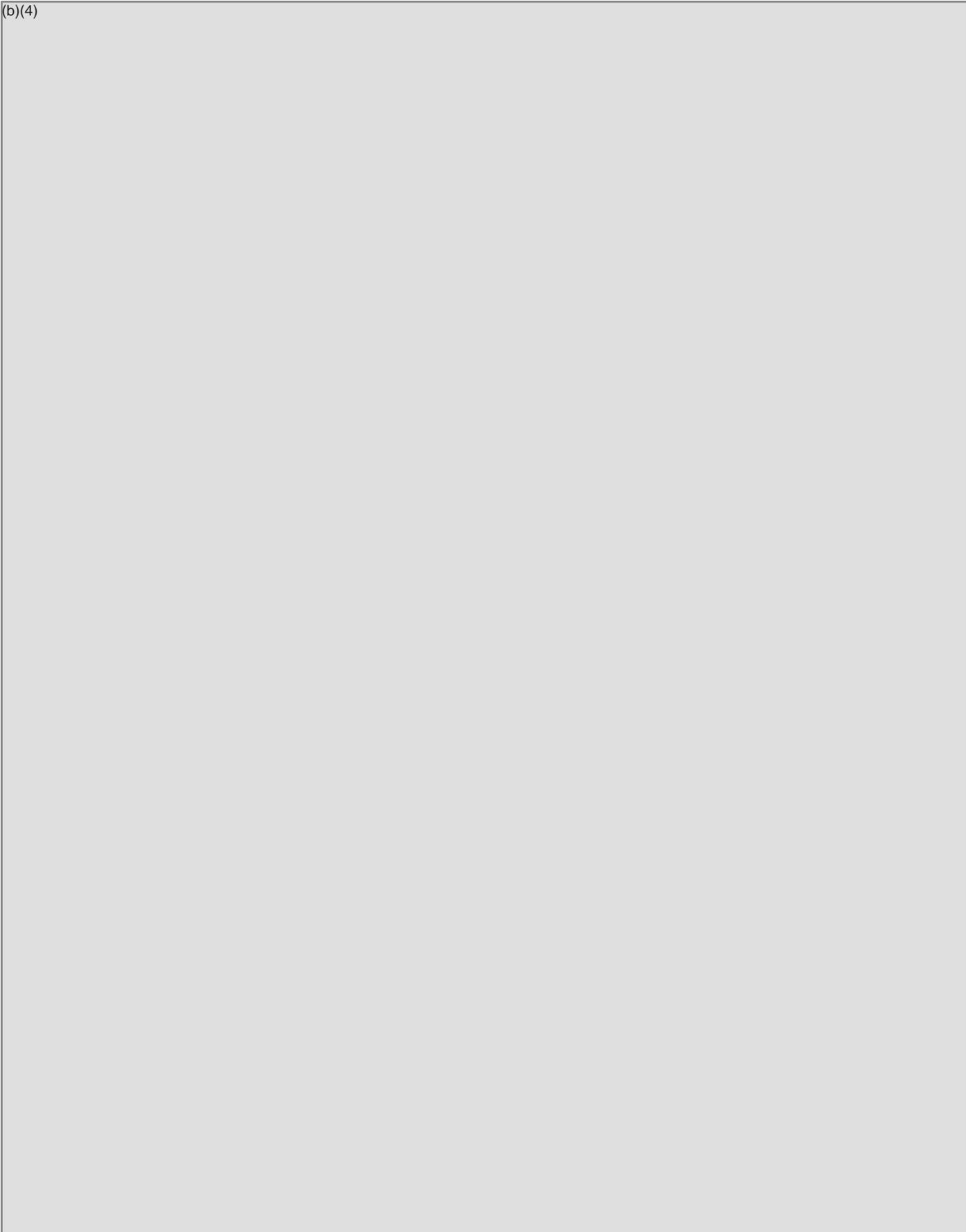
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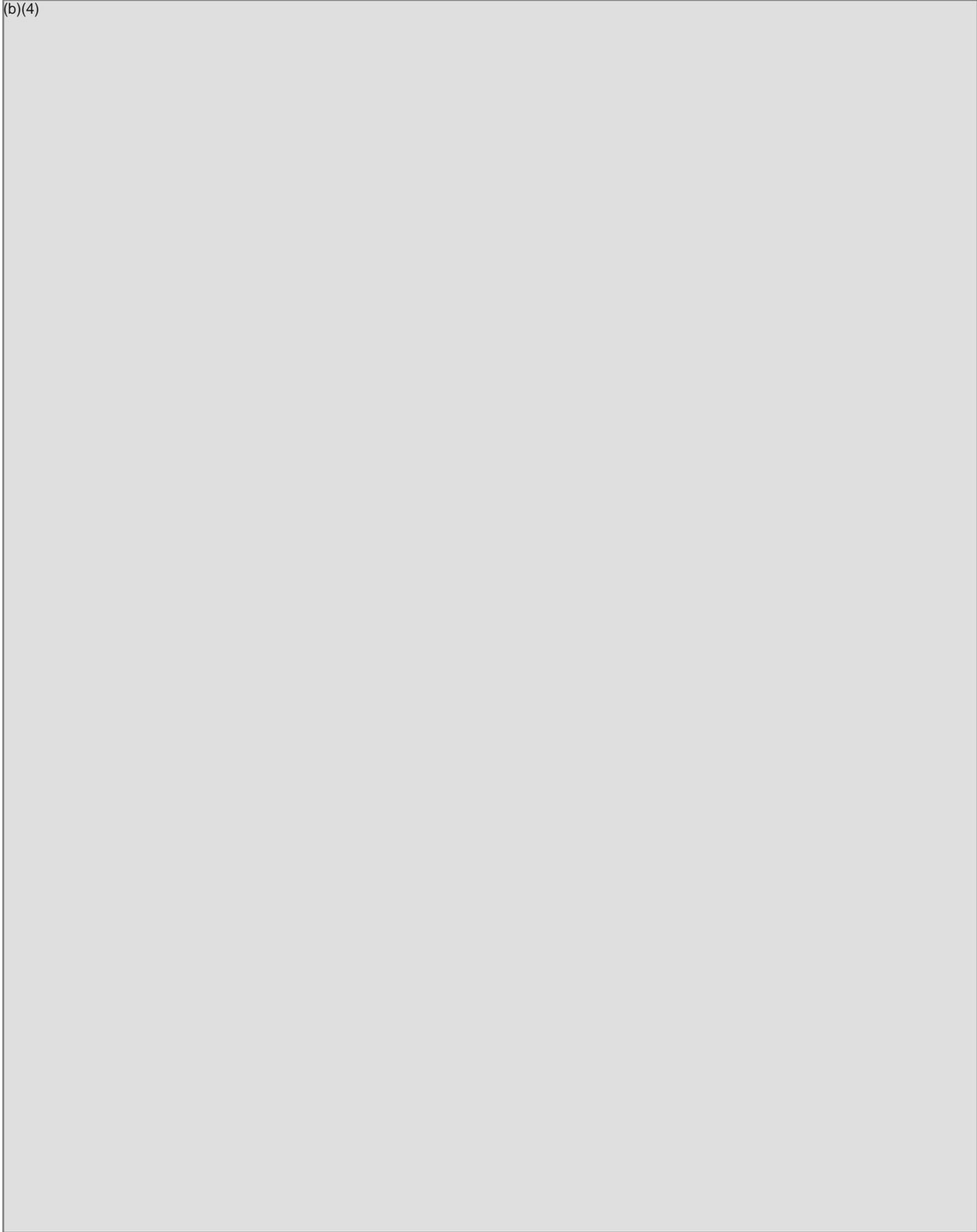
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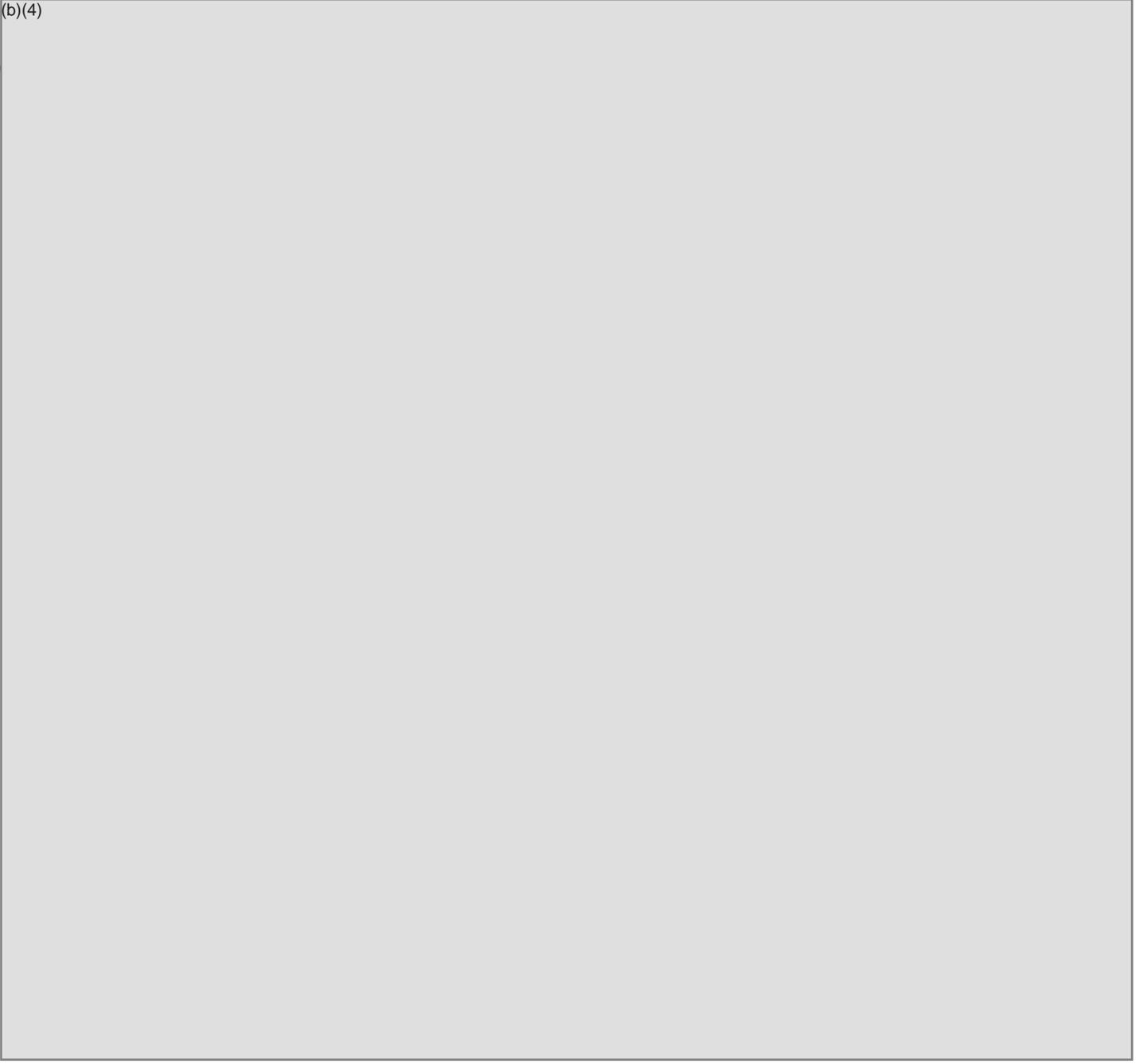
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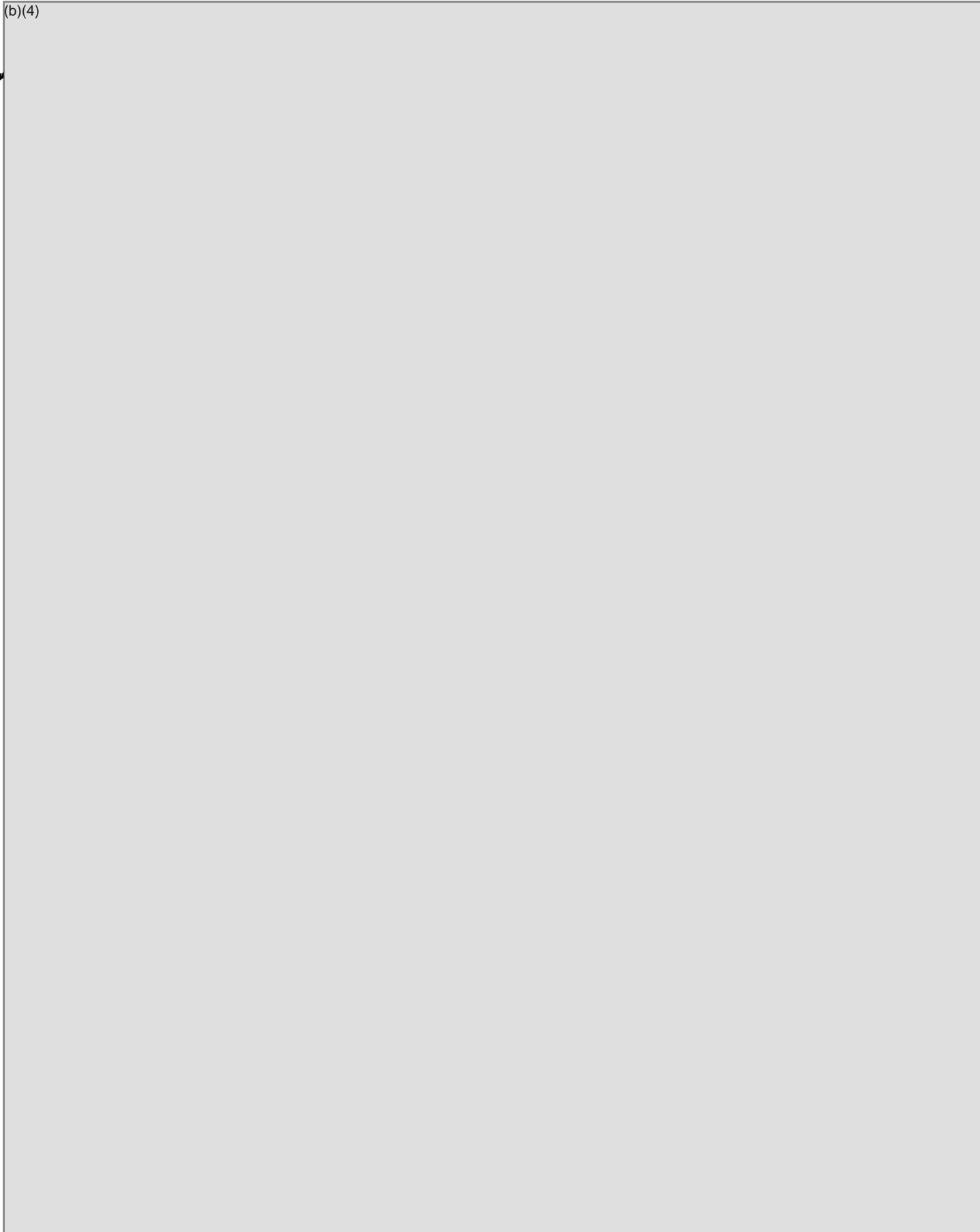
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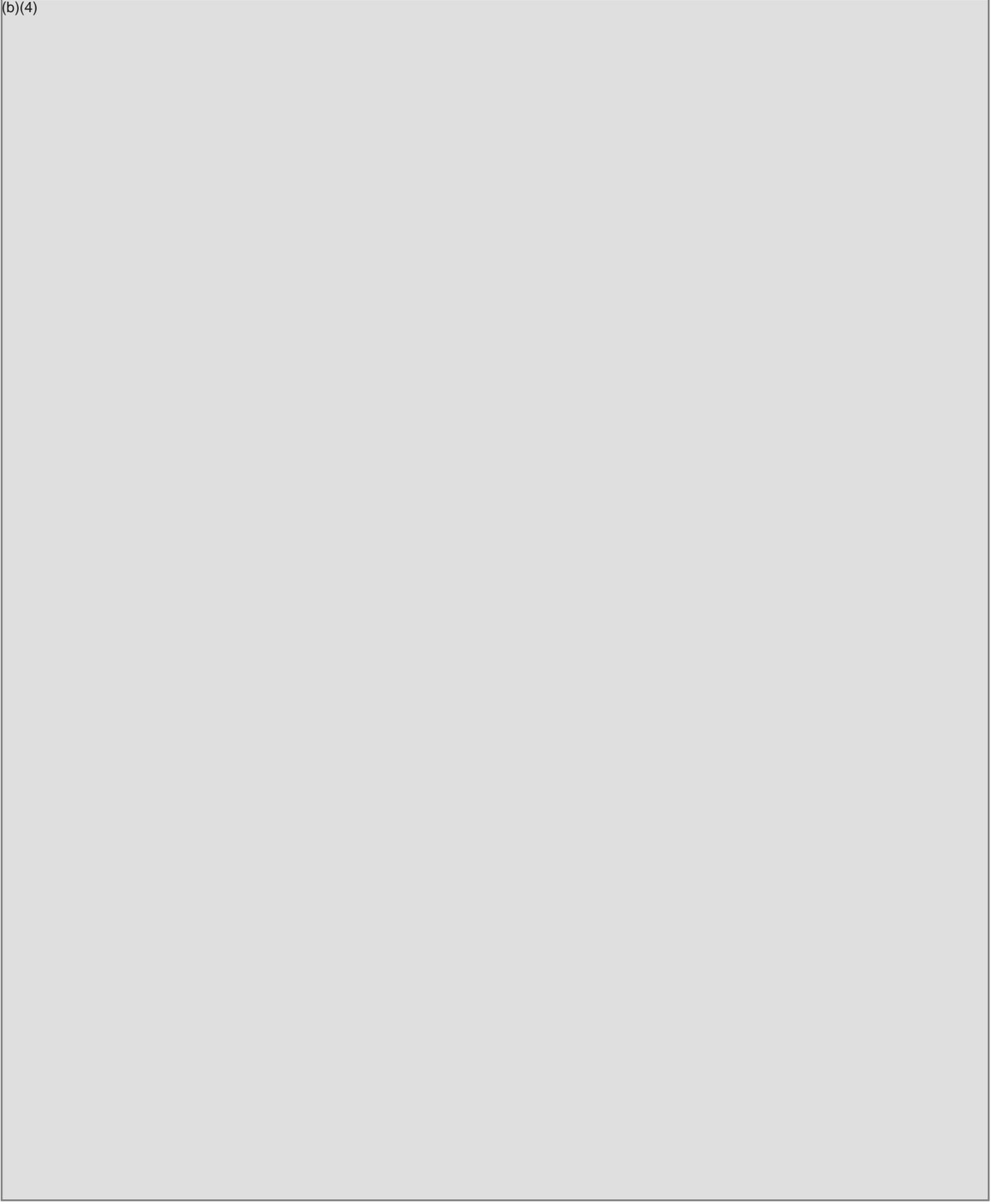
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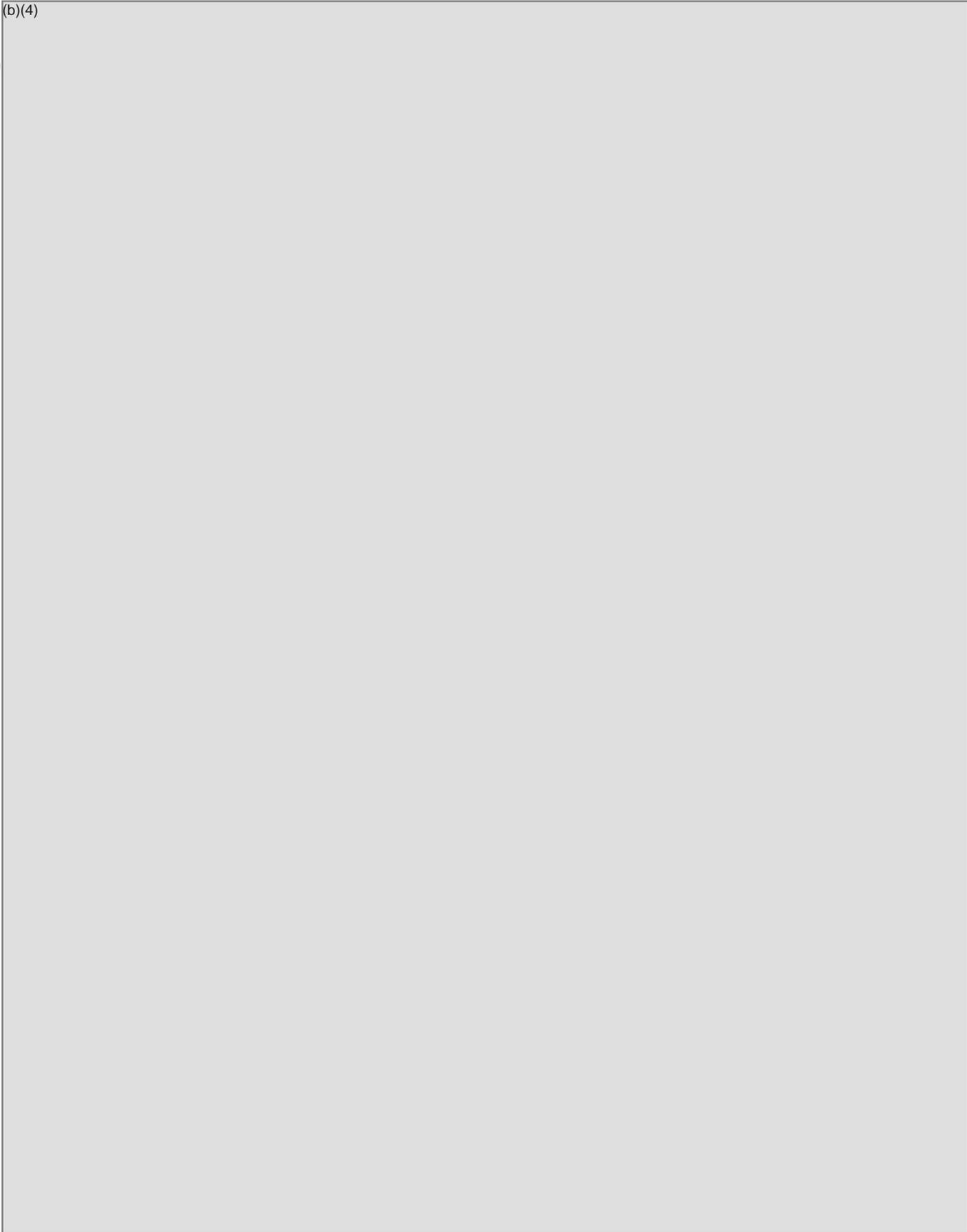
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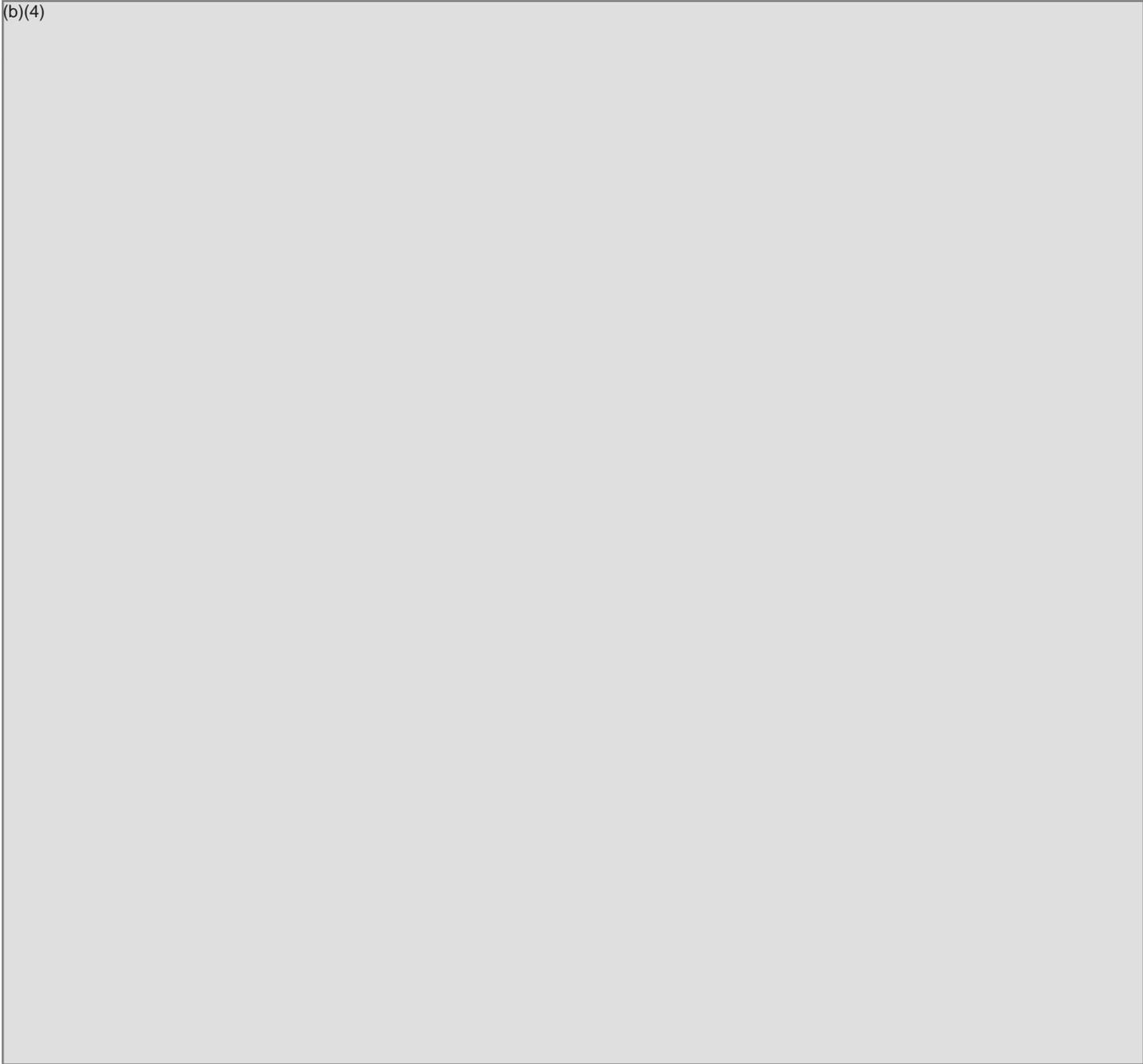
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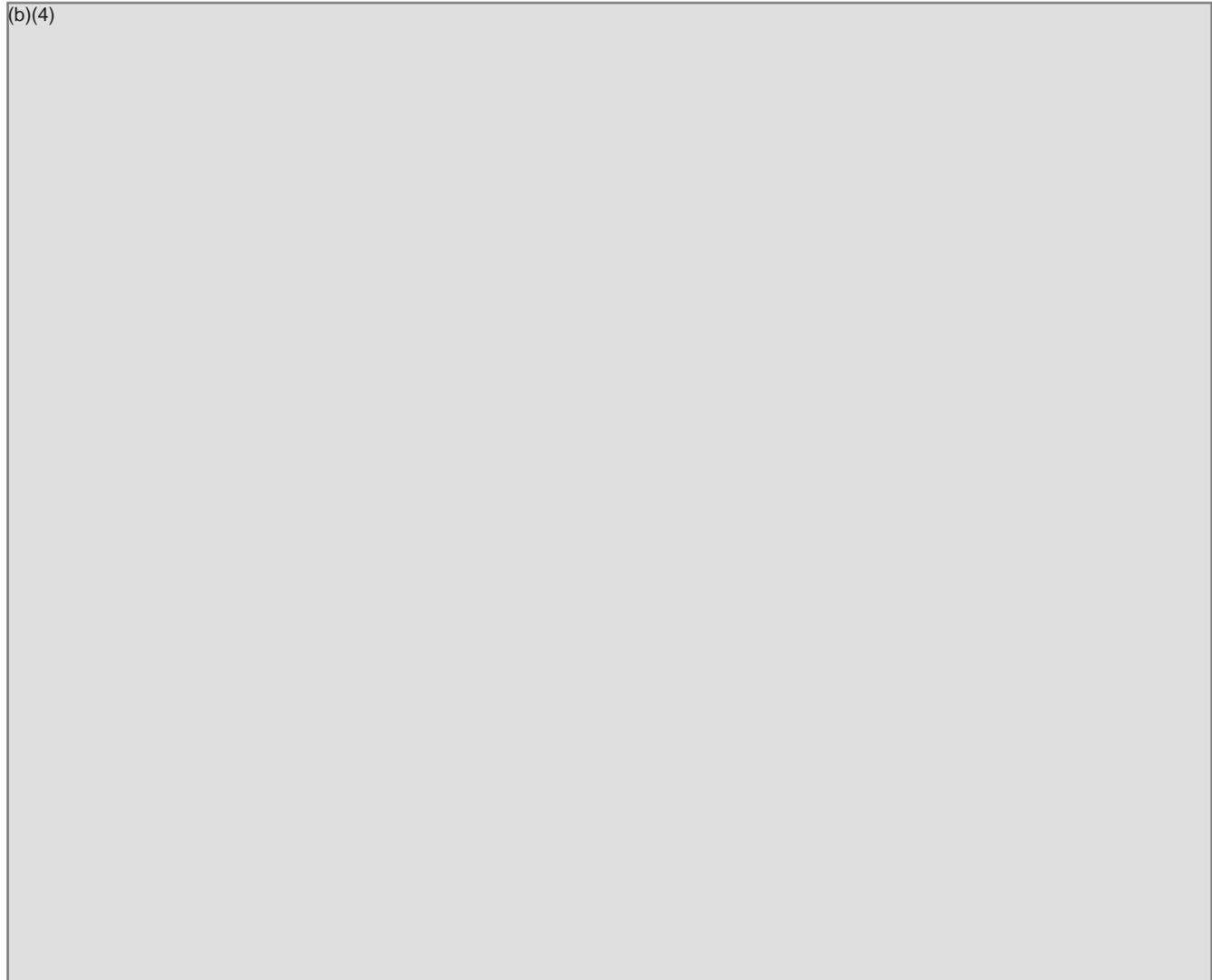
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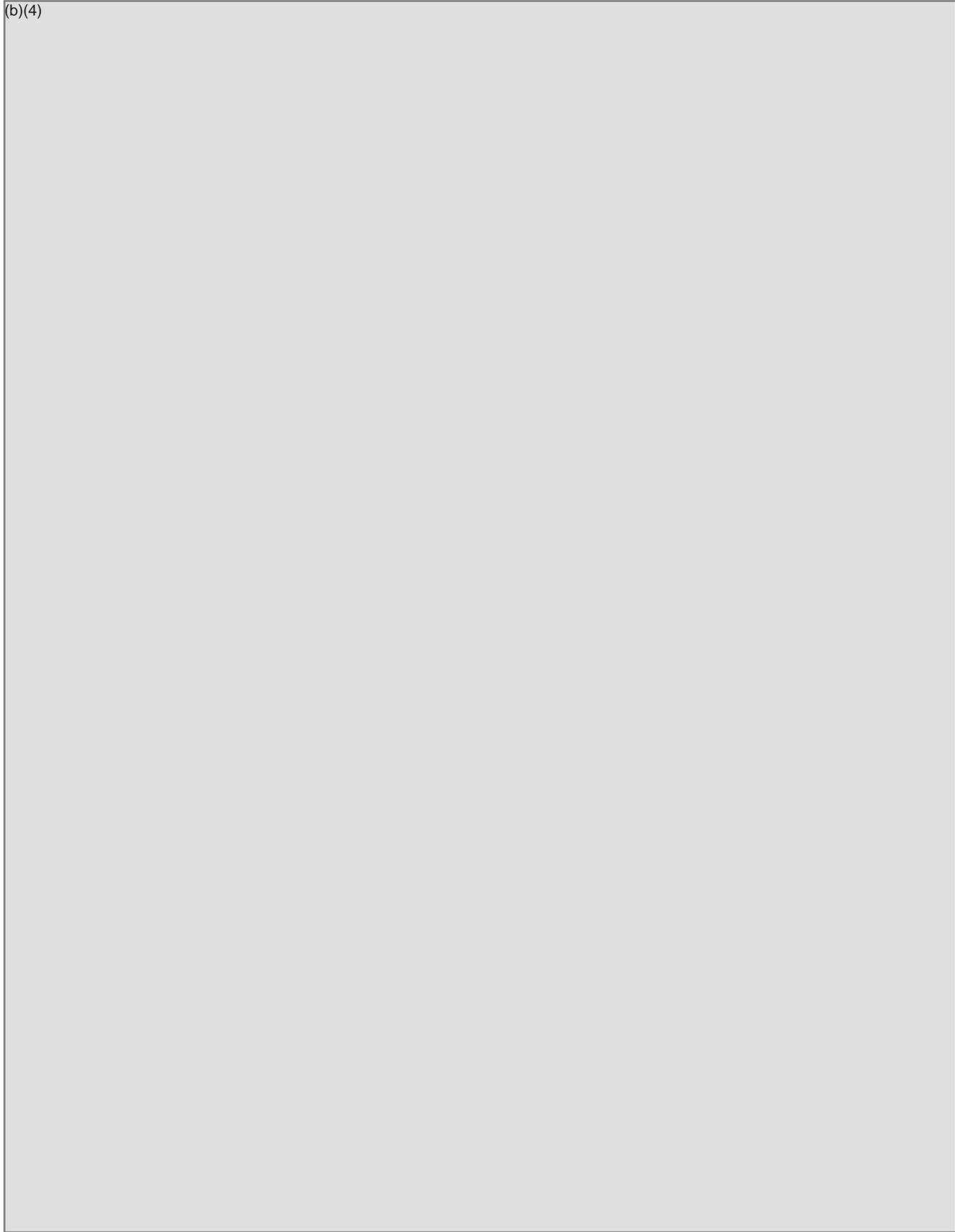
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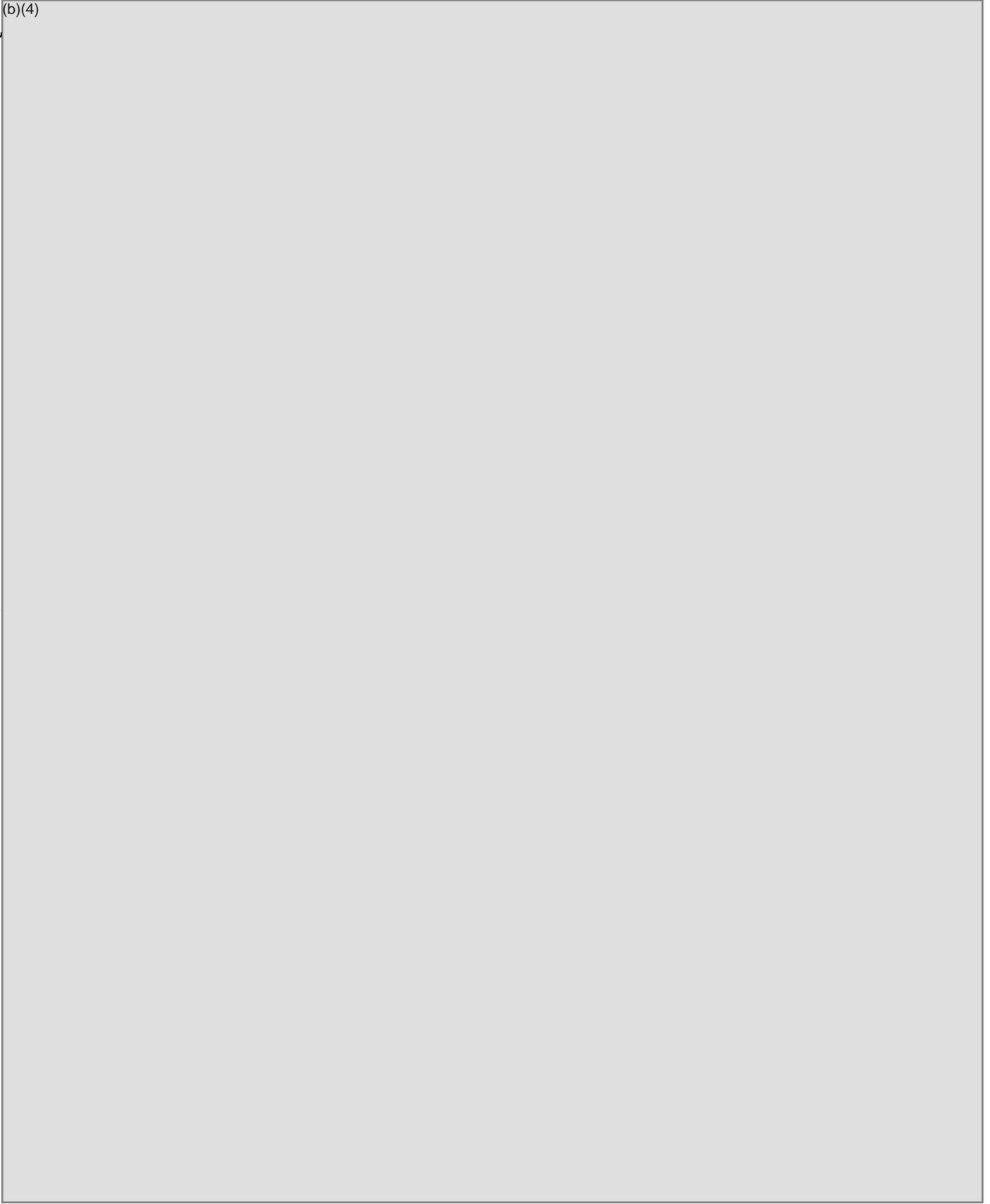
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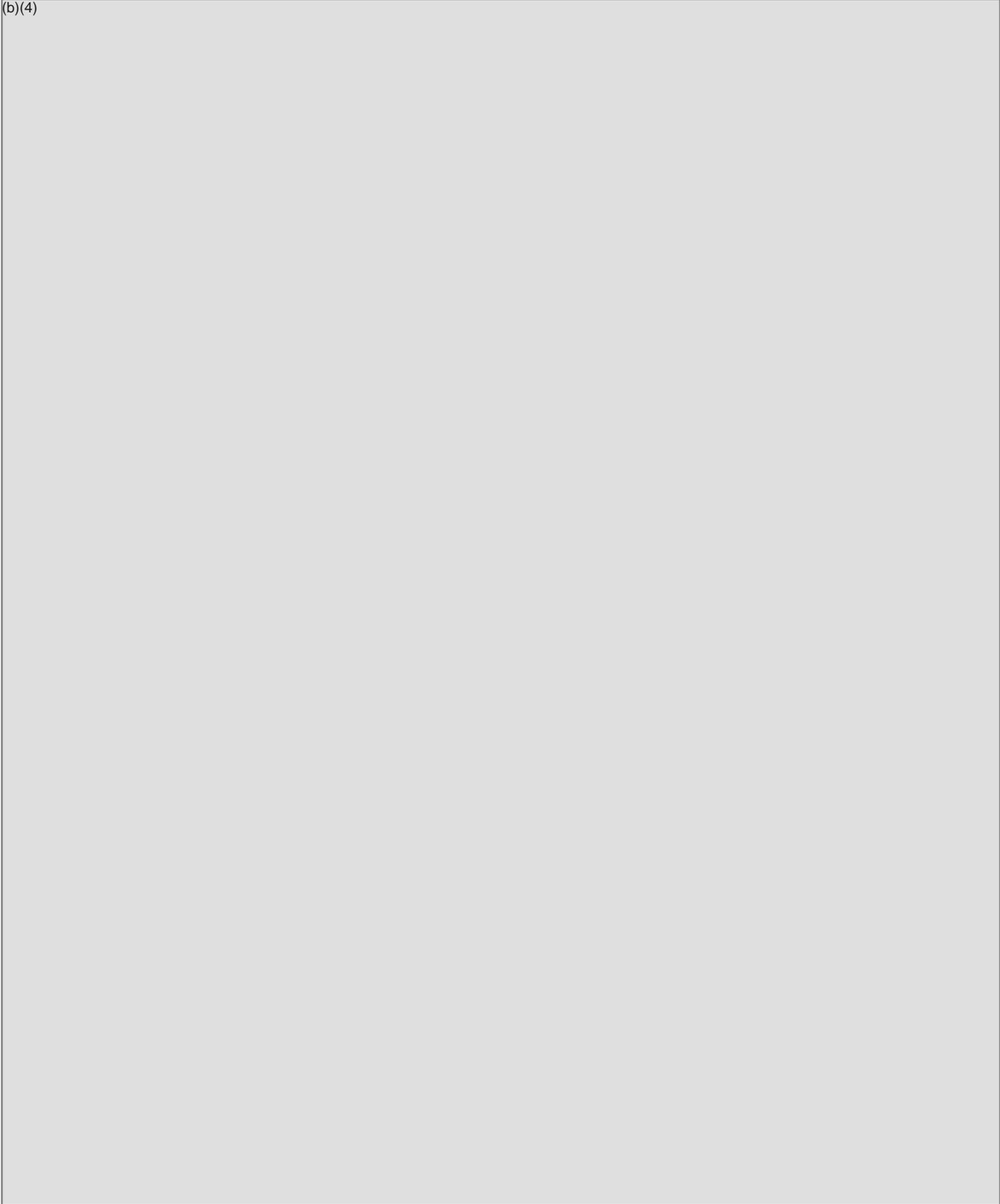
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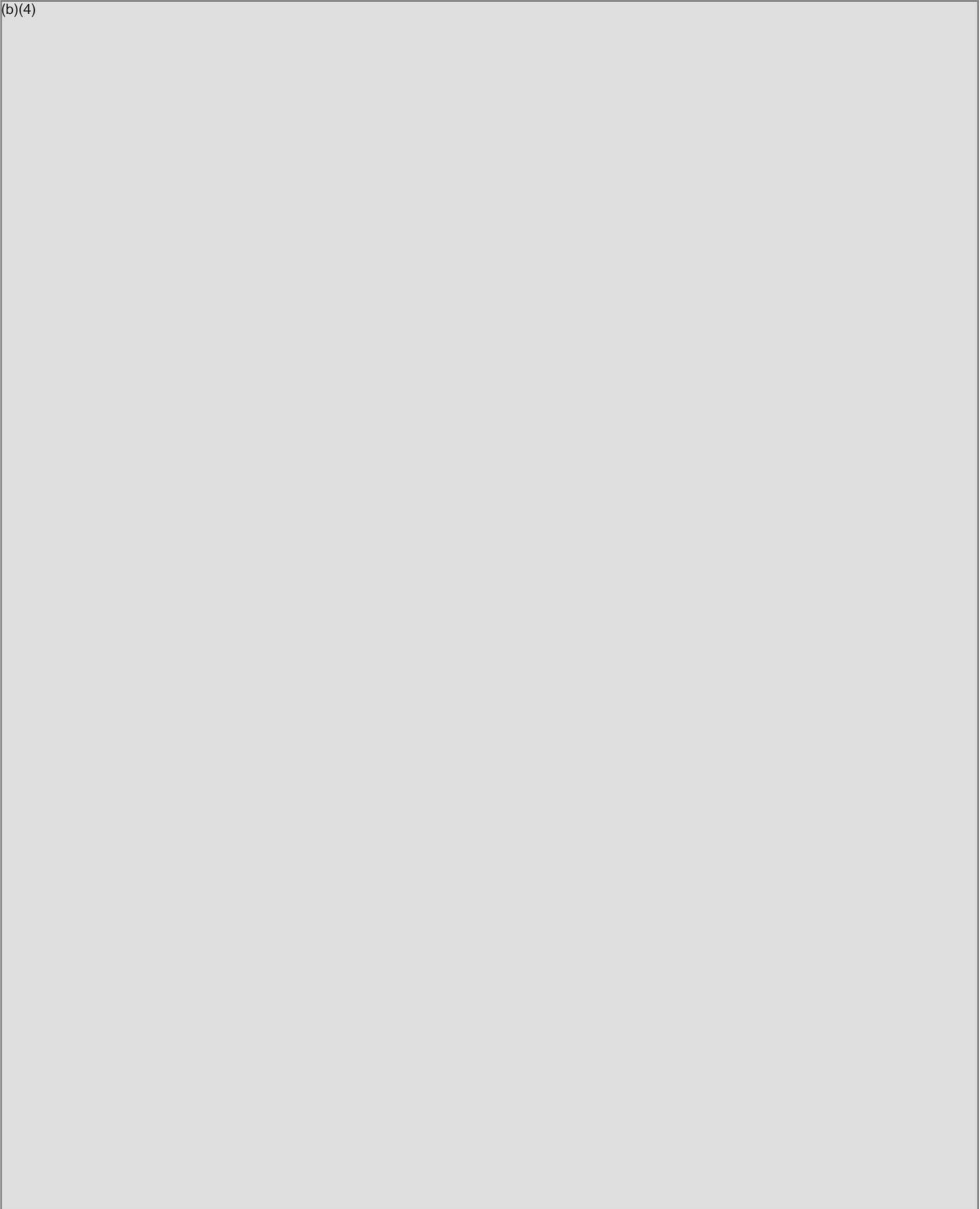
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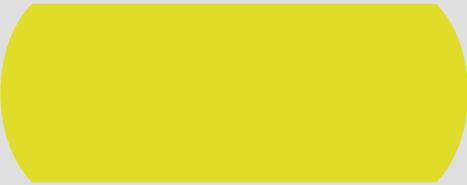
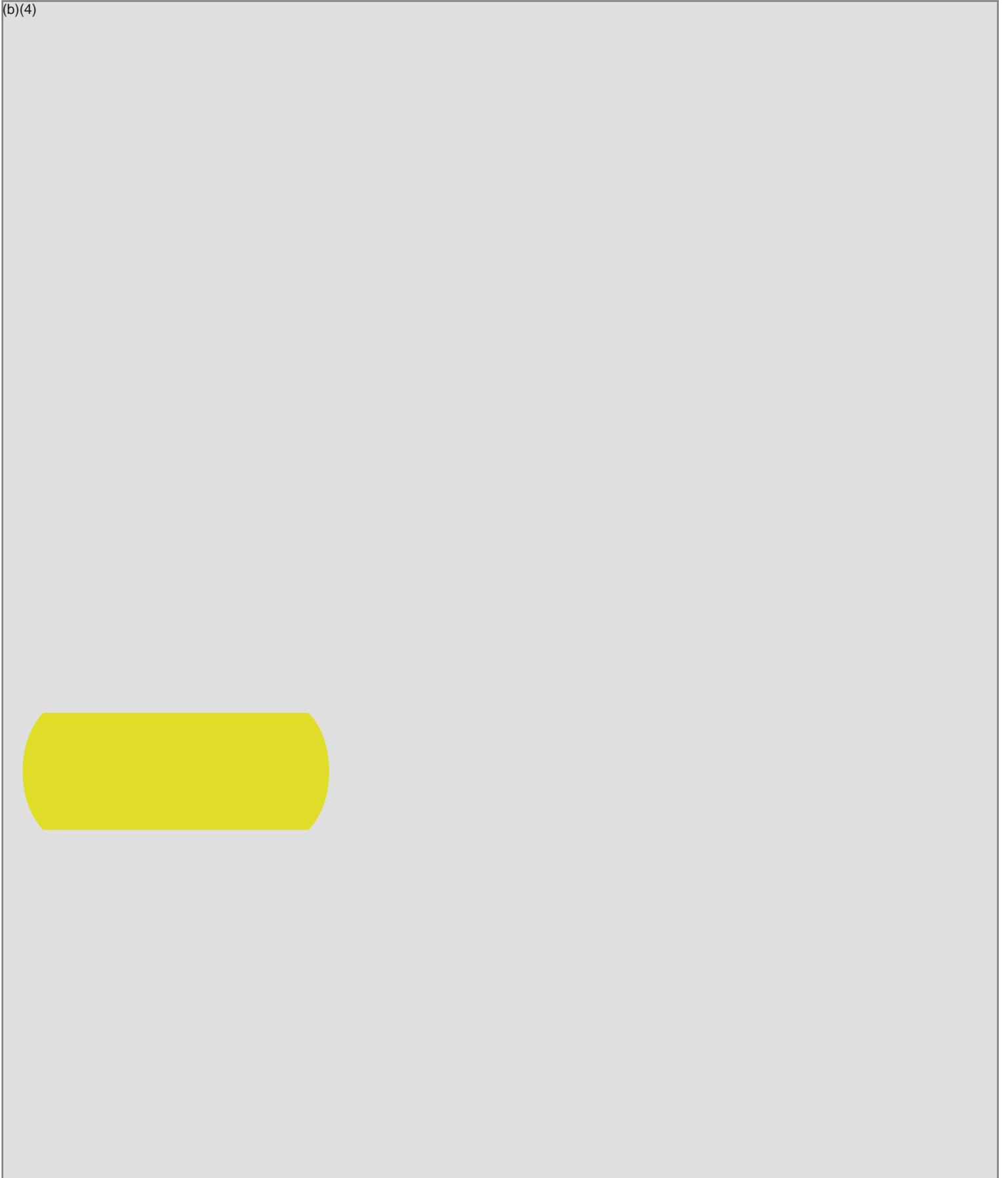
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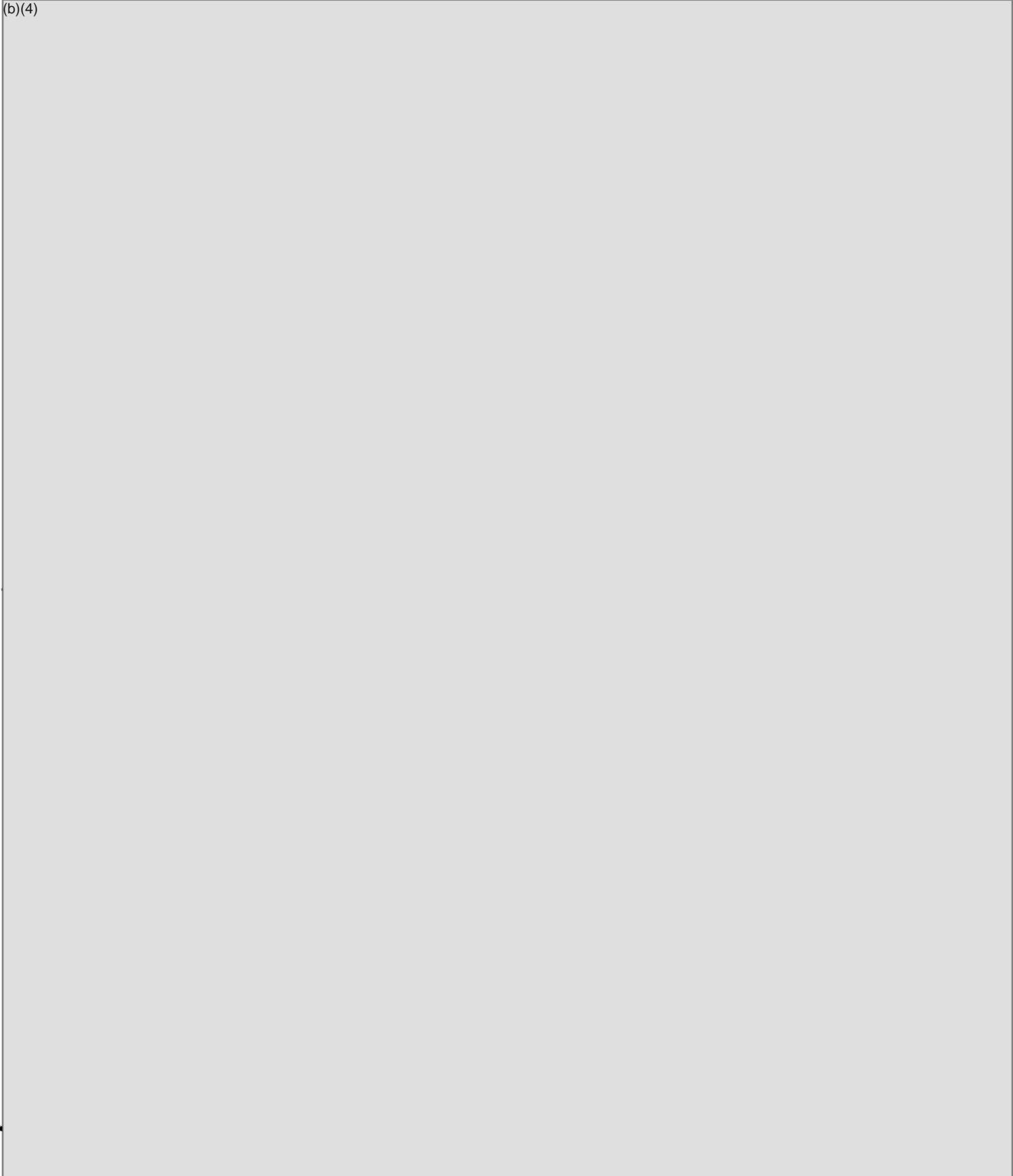
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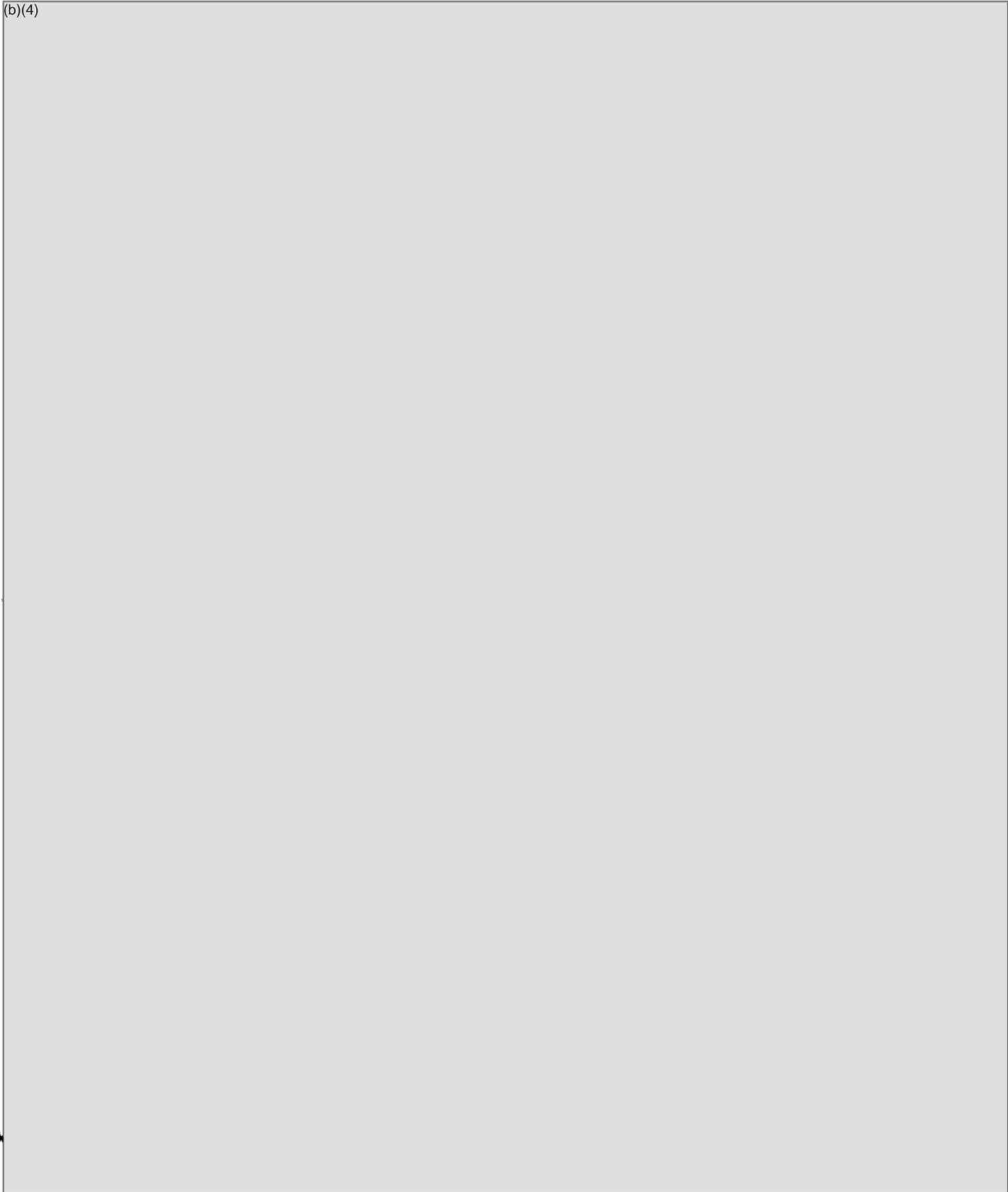
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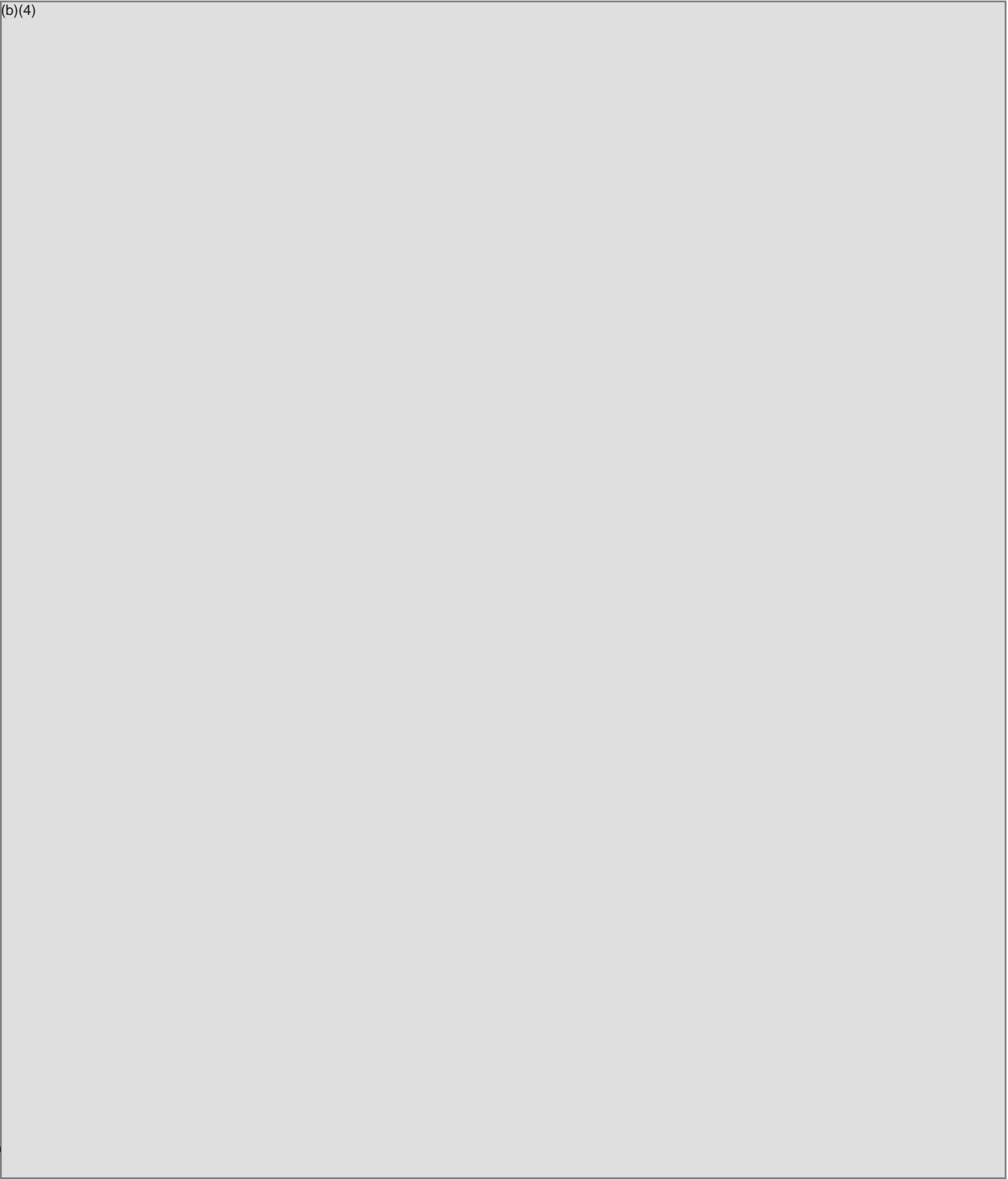
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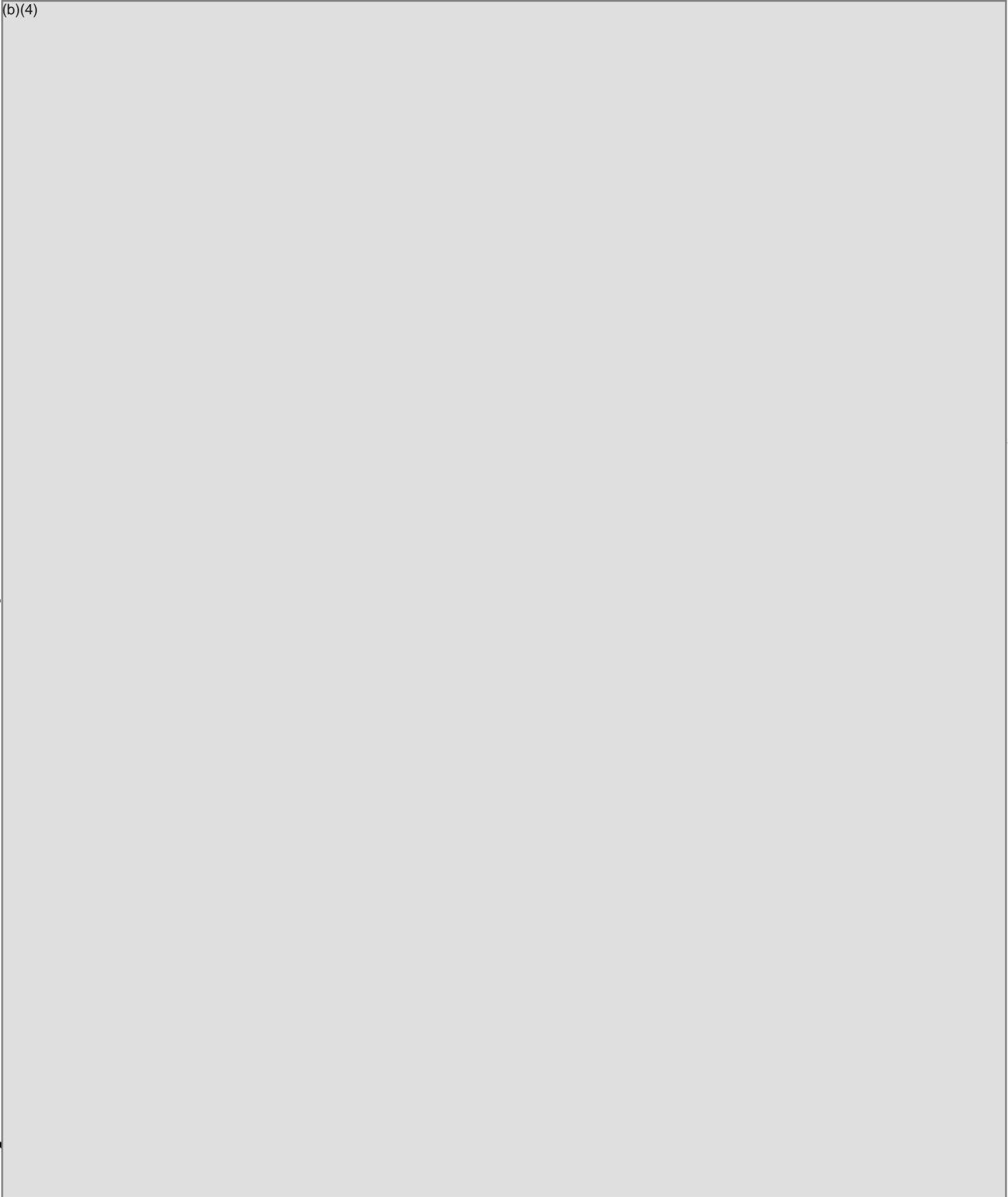
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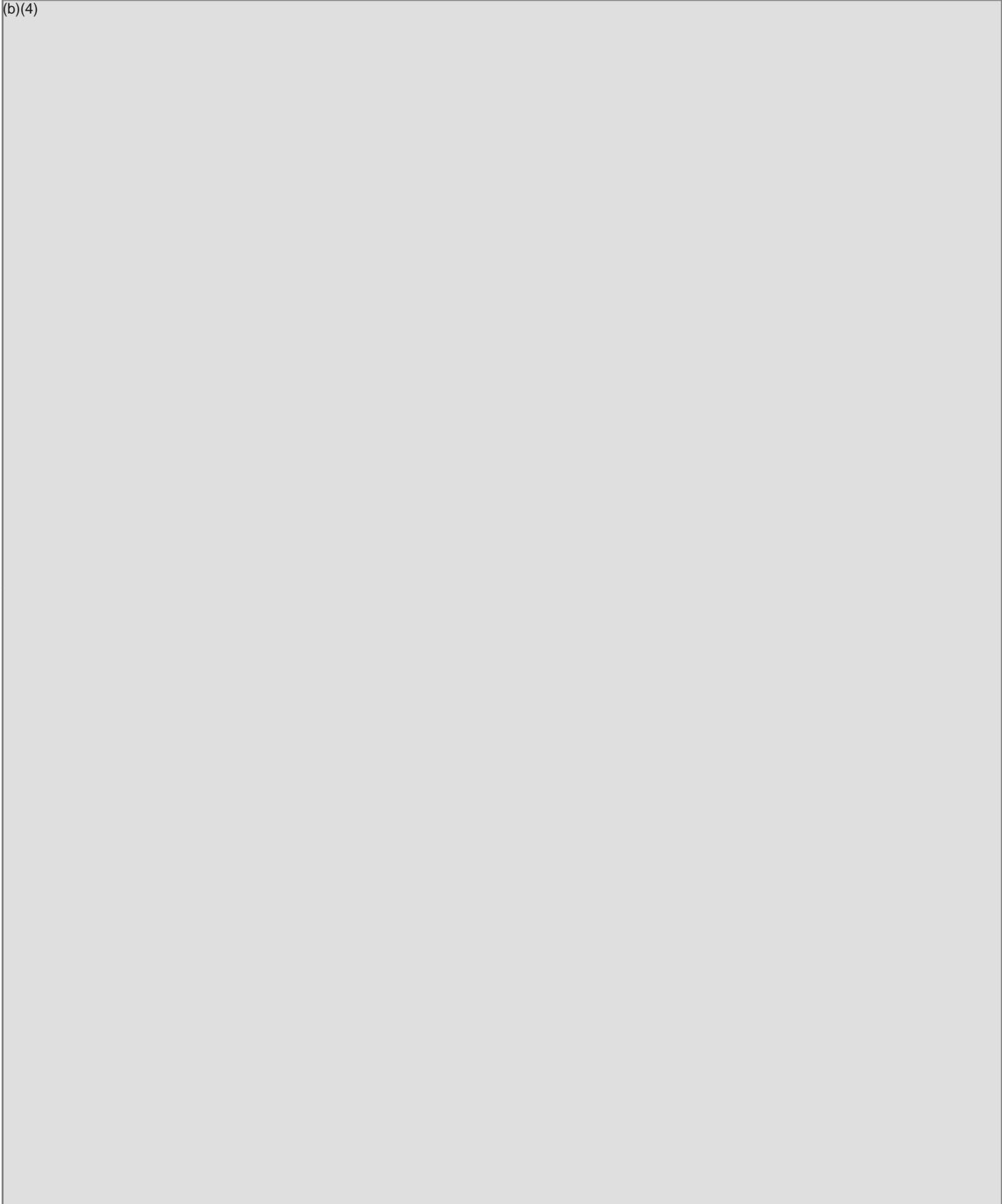
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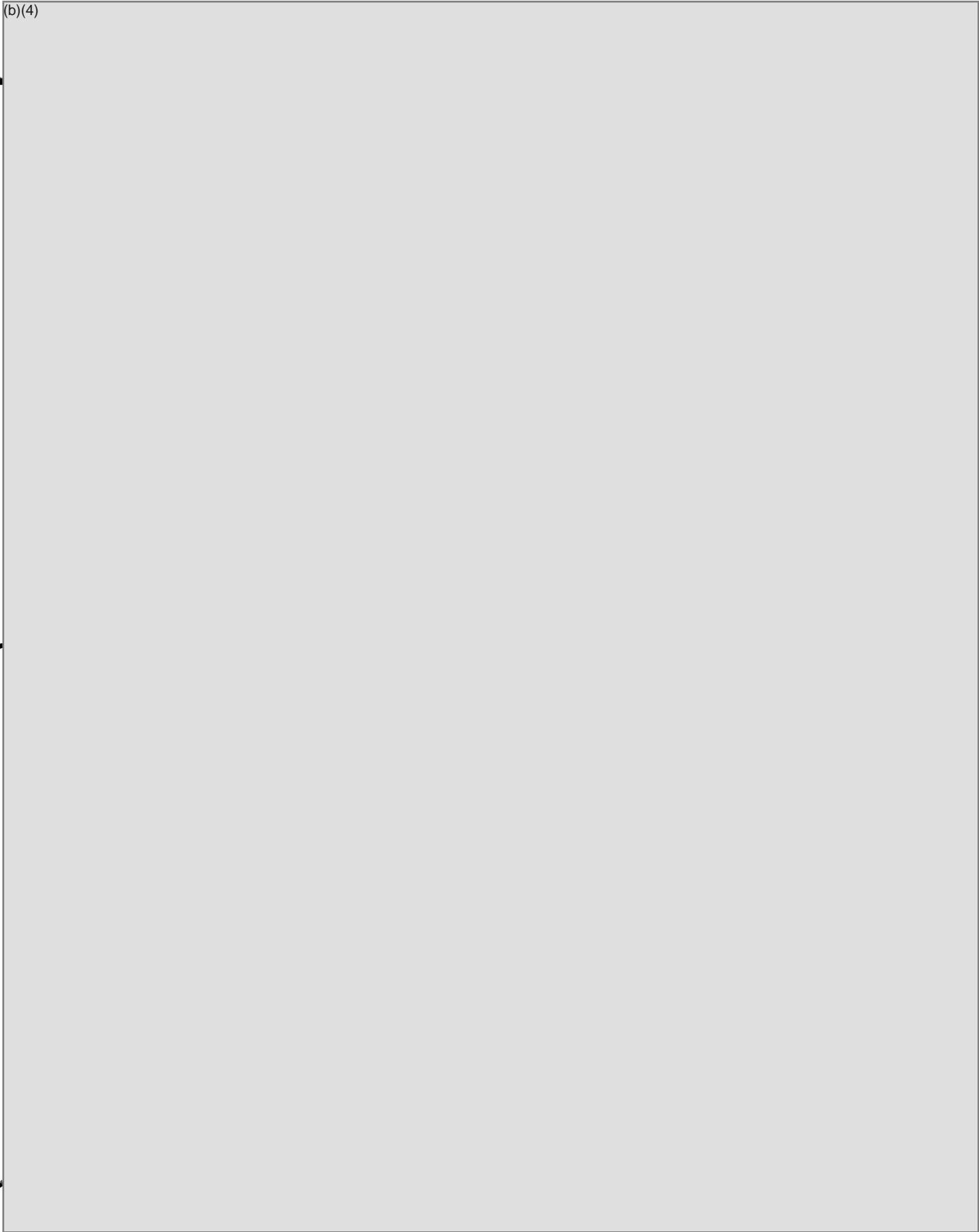
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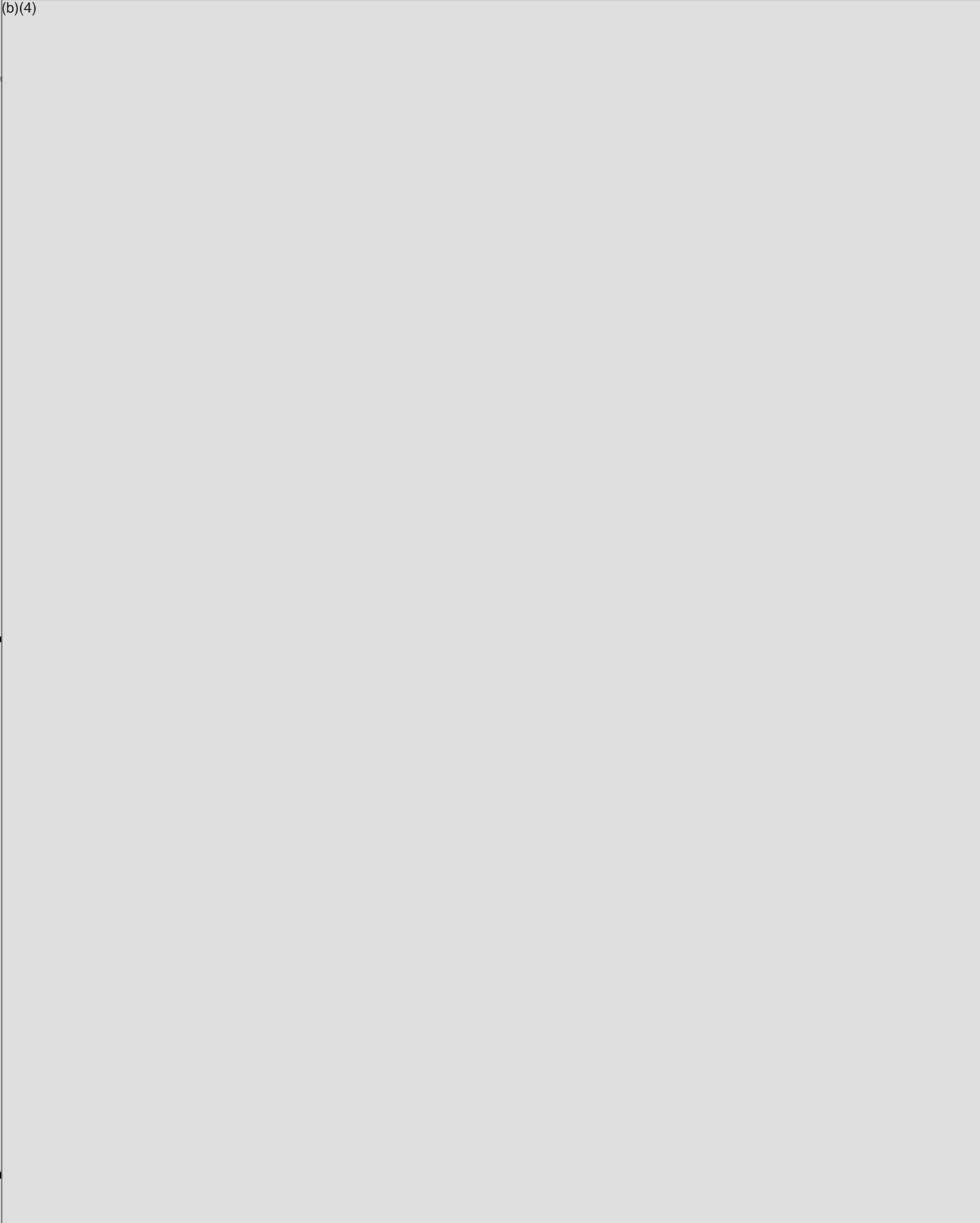
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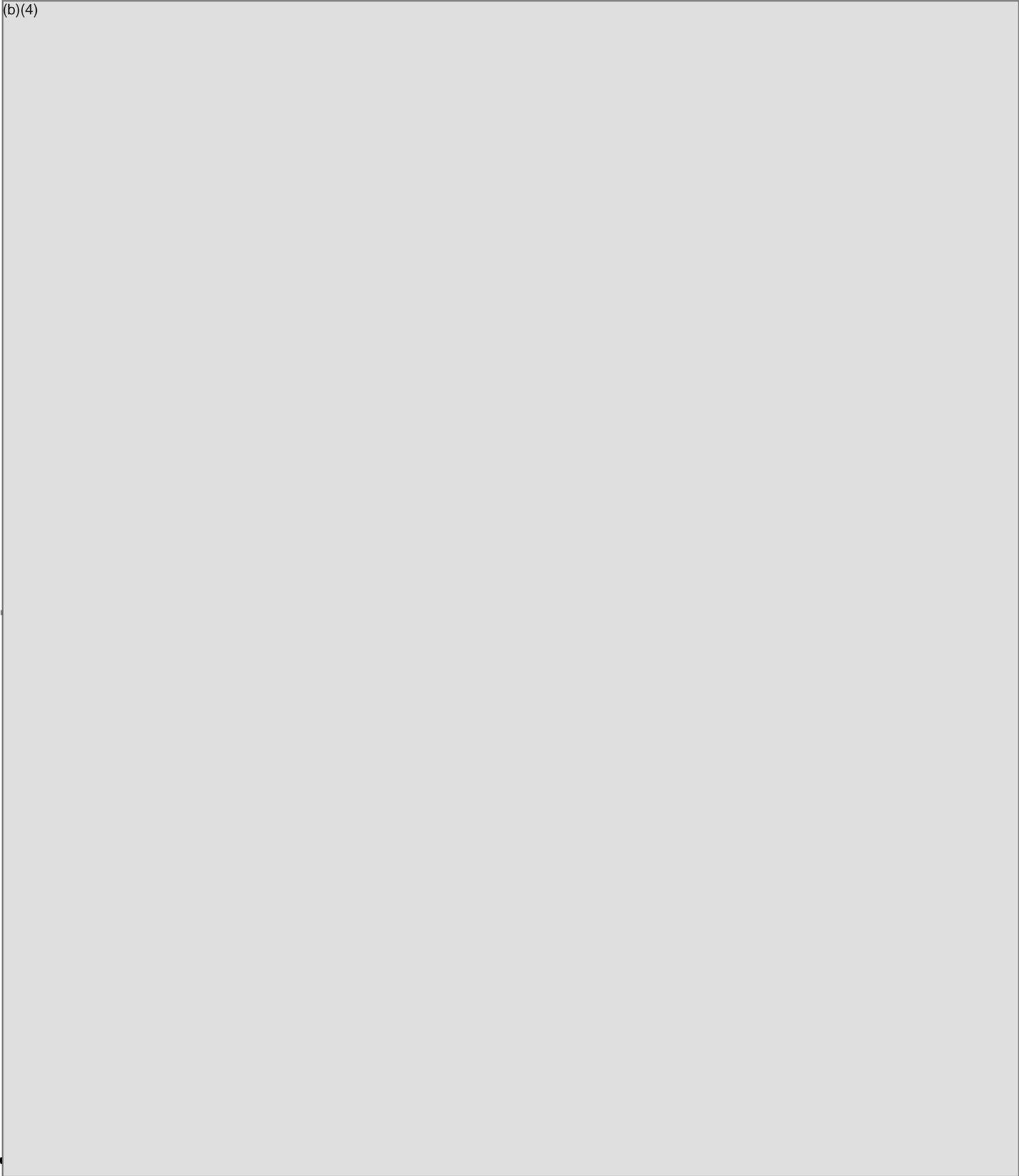


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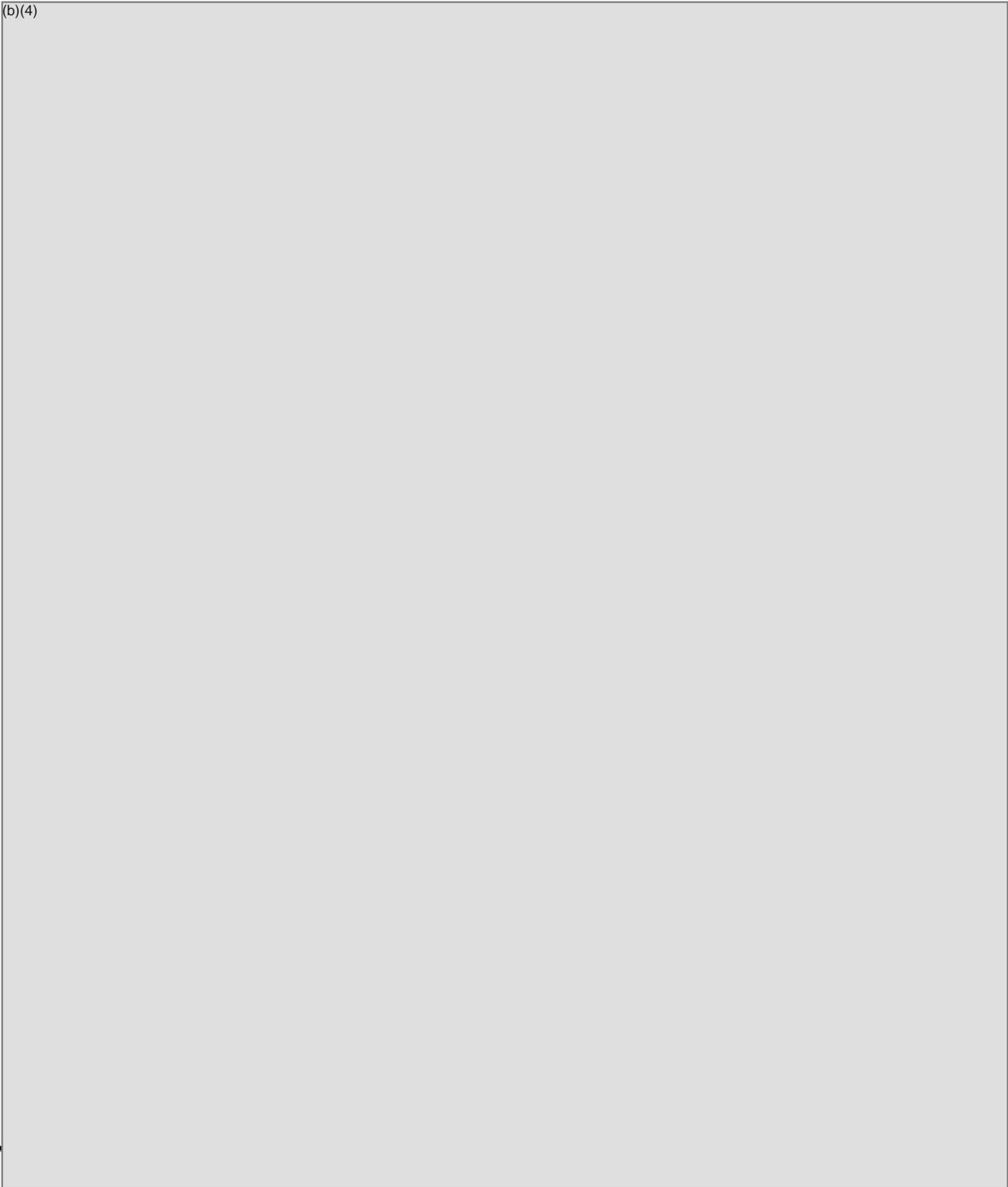




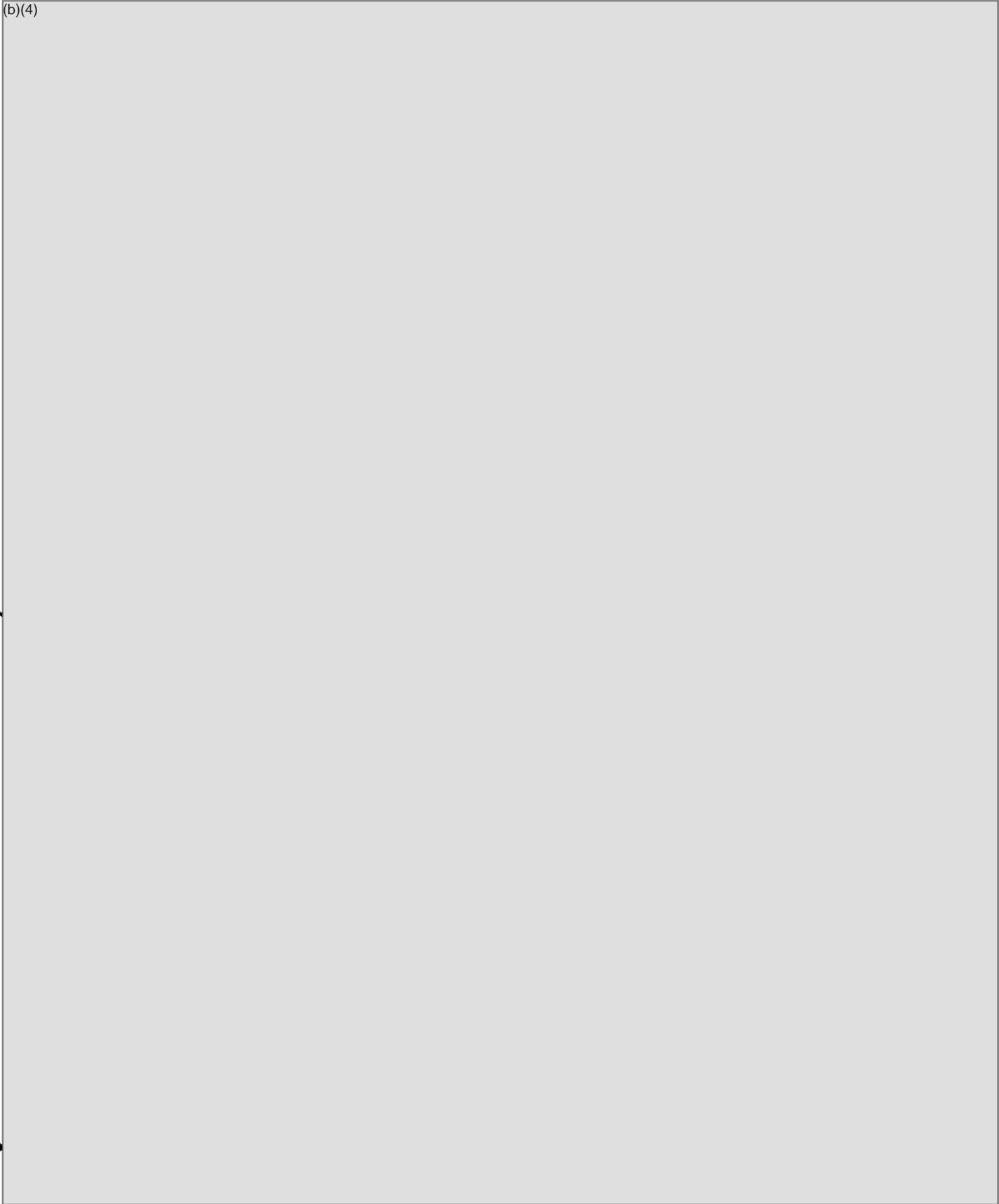
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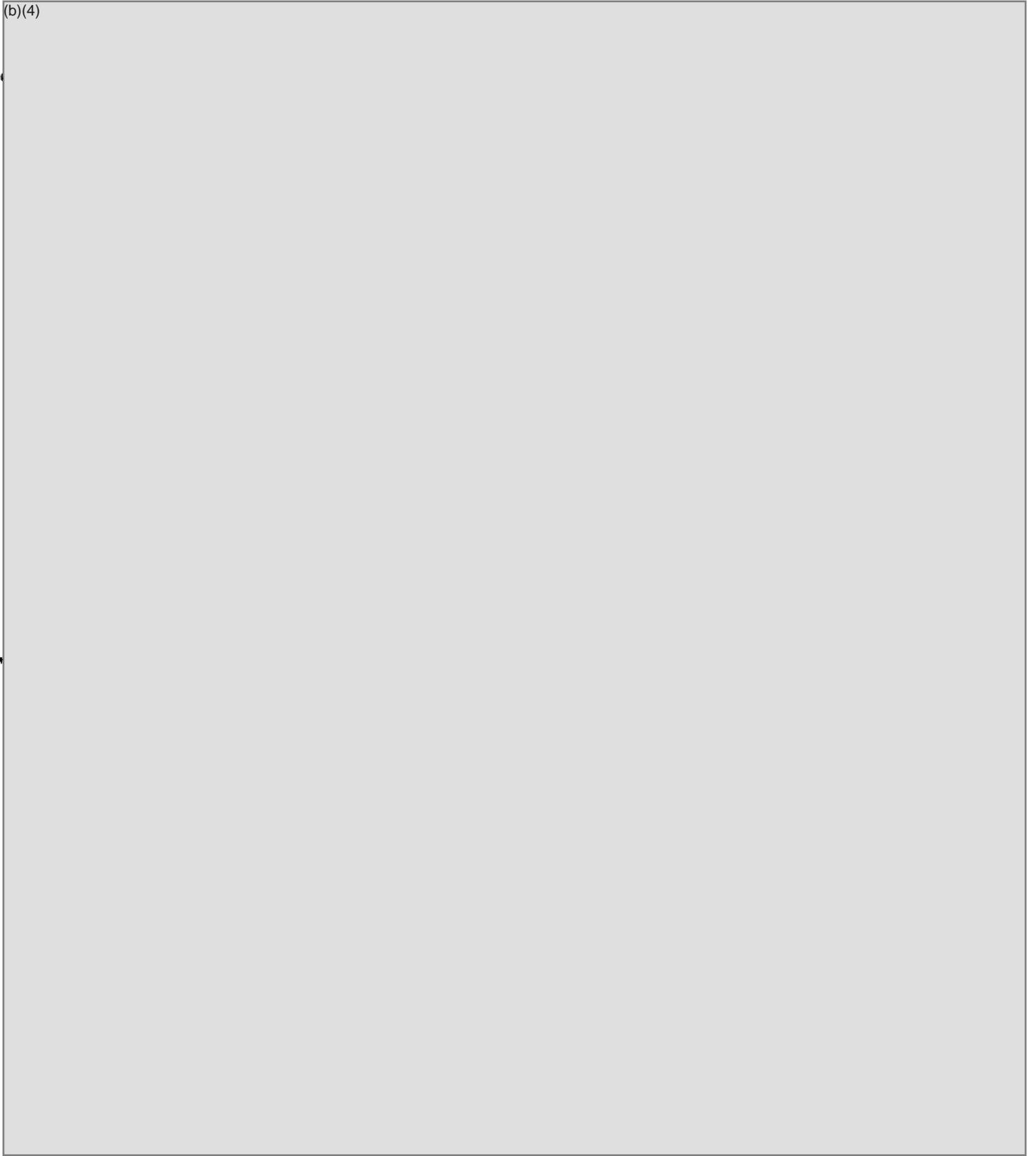
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***ATTACHMENT 11***

***DP Specifications Data Dictionary***

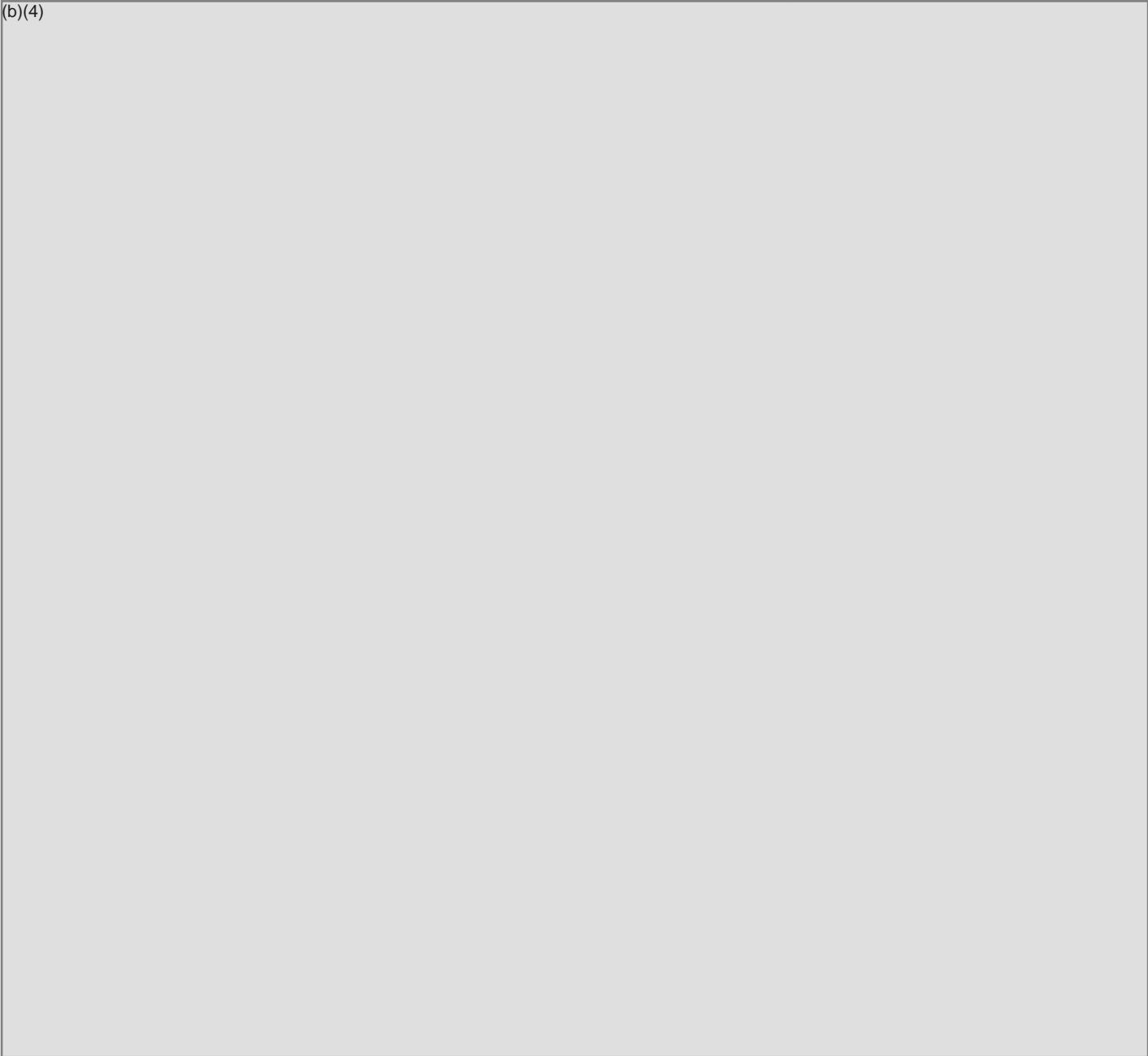
*DP Specifications Data Dictionary*

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*JP Specifications Data Dictionary*

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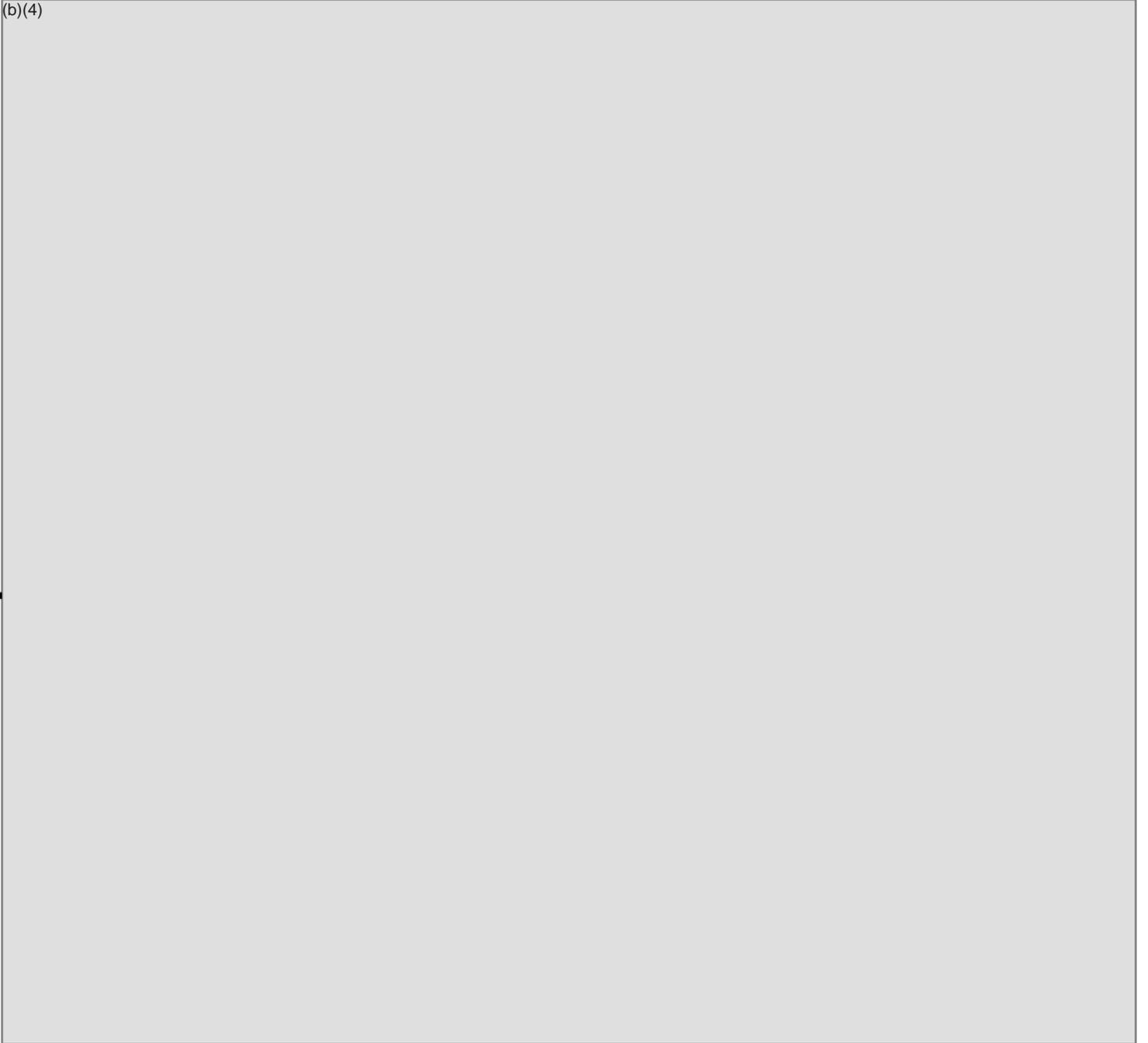
*IP Specifications Data Dictionary*

(b)(4)

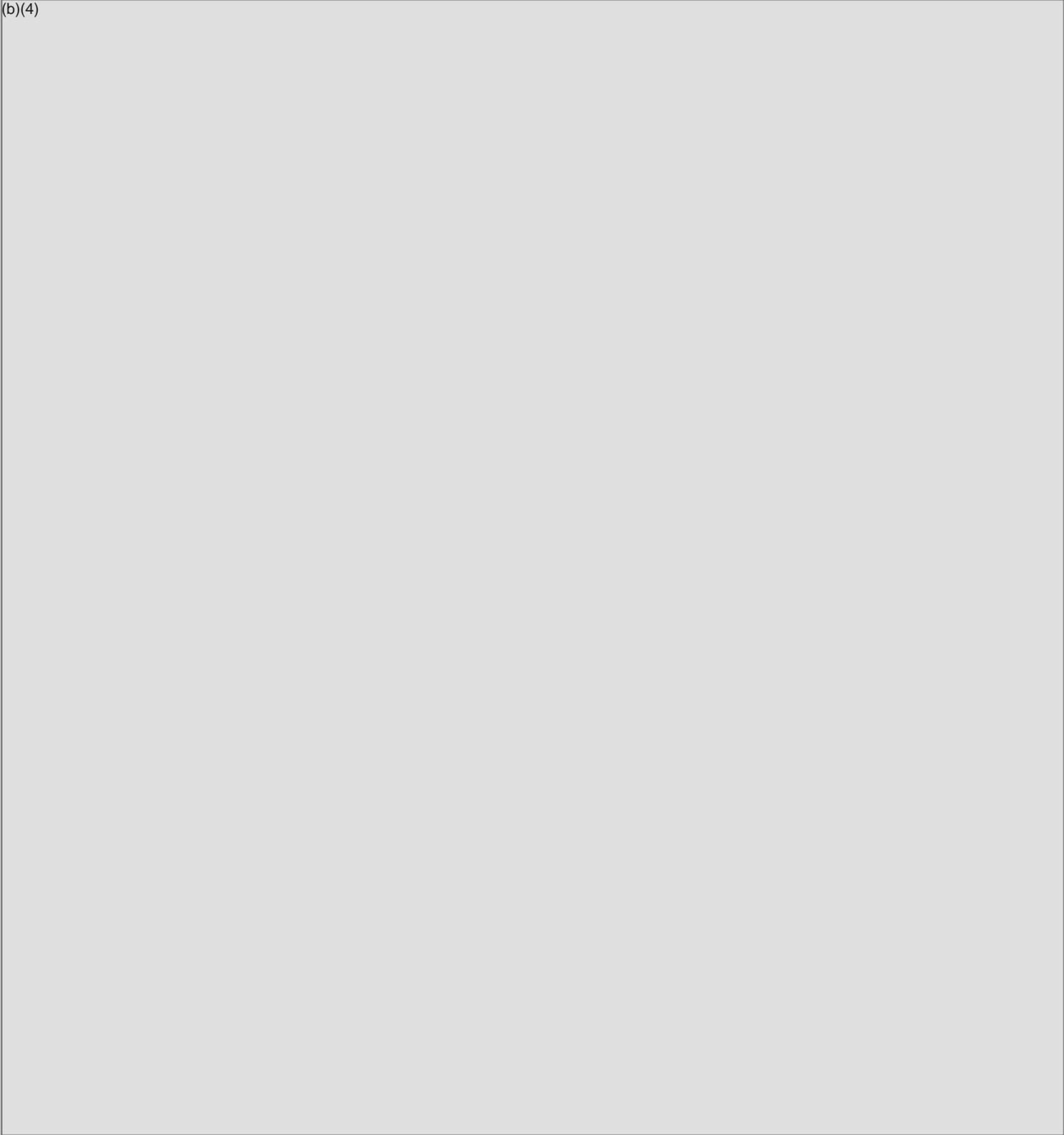


*OP Specifications Data Dictionary*

(b)(4)

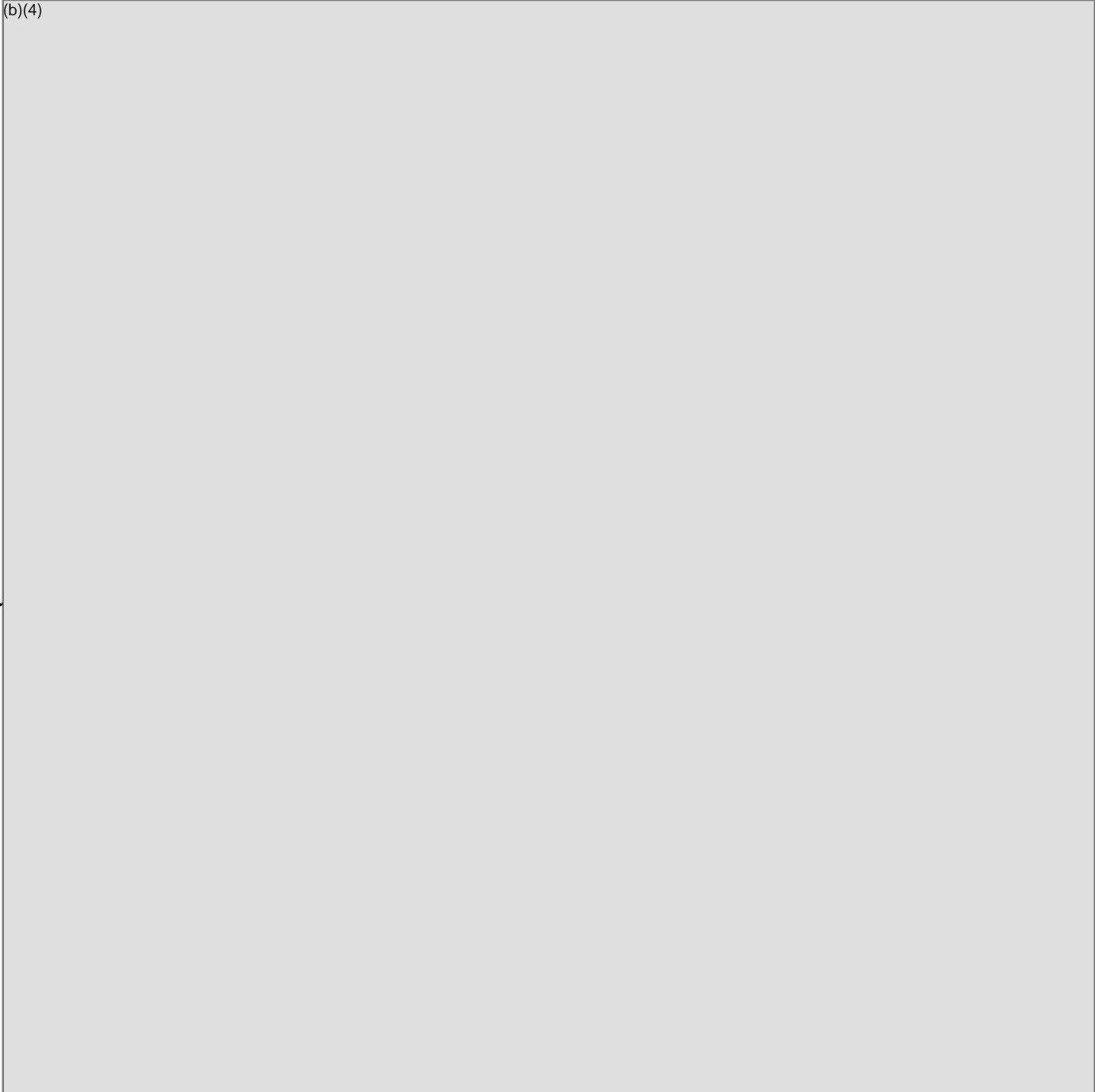


*DP Specifications Data Dictionary*



## *DP Specifications Data Dictionary*

(b)(4)



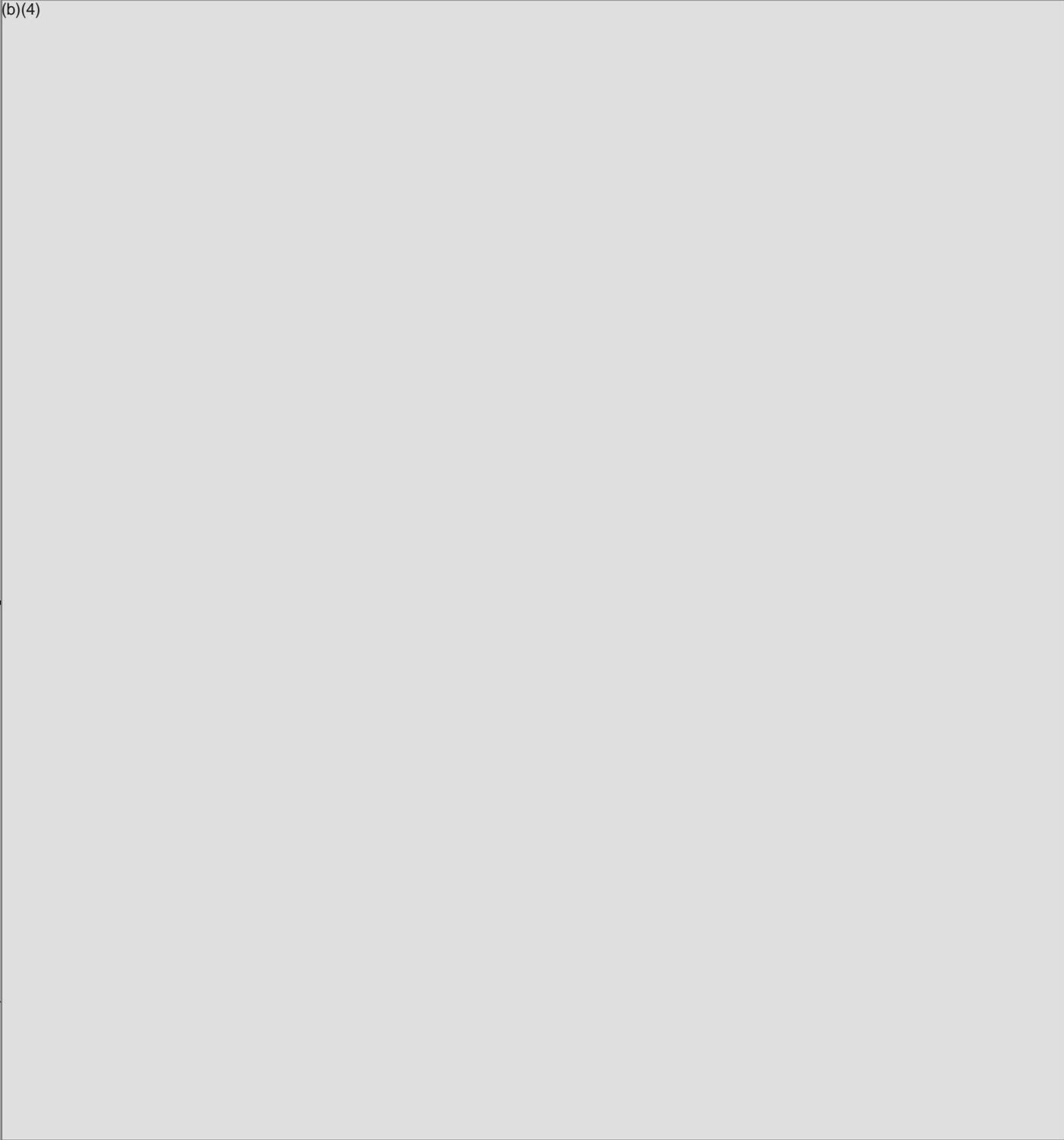
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(b)(4)



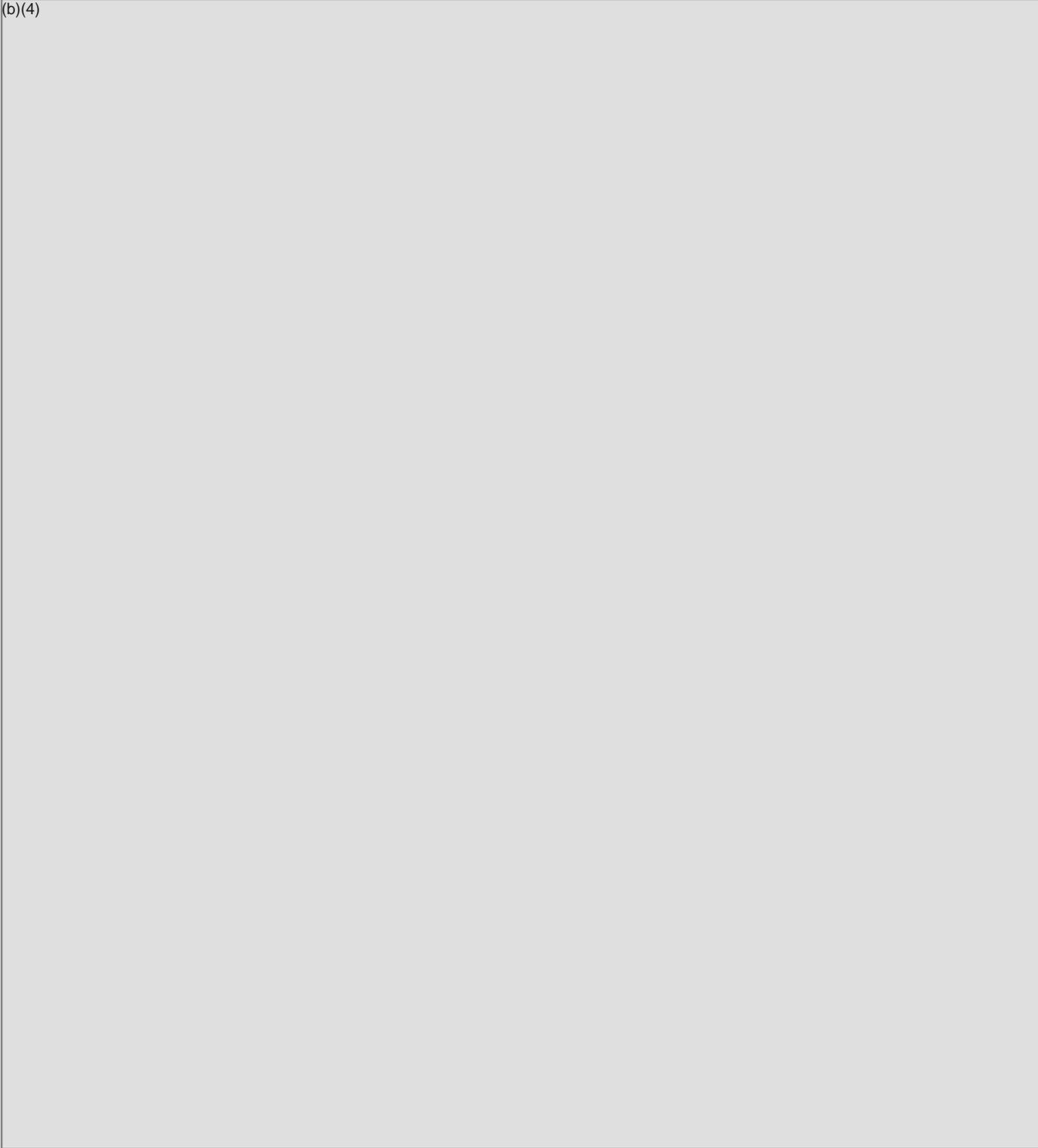
*DP Specifications Data Dictionary*

(b)(4)



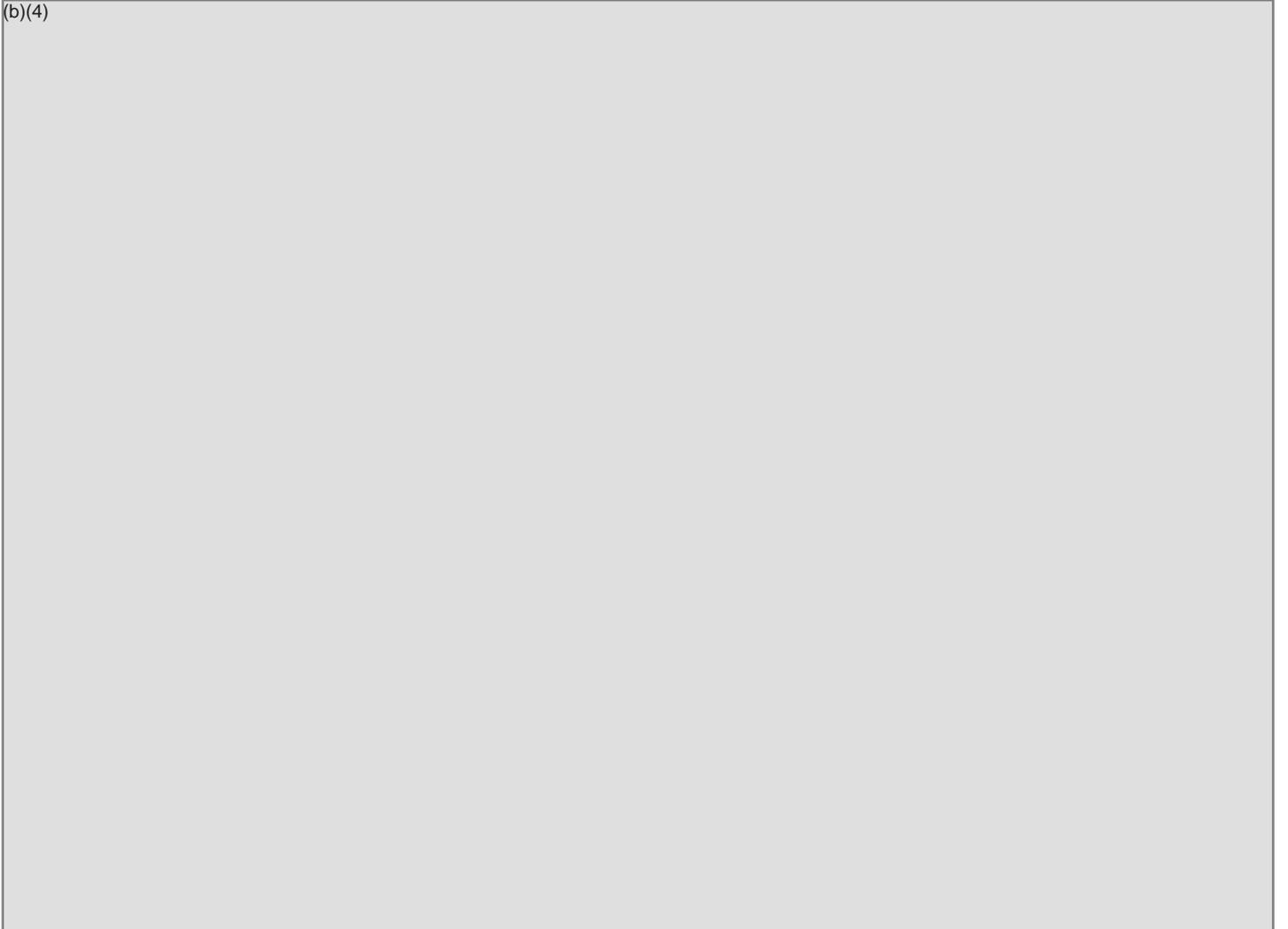
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(b)(4)



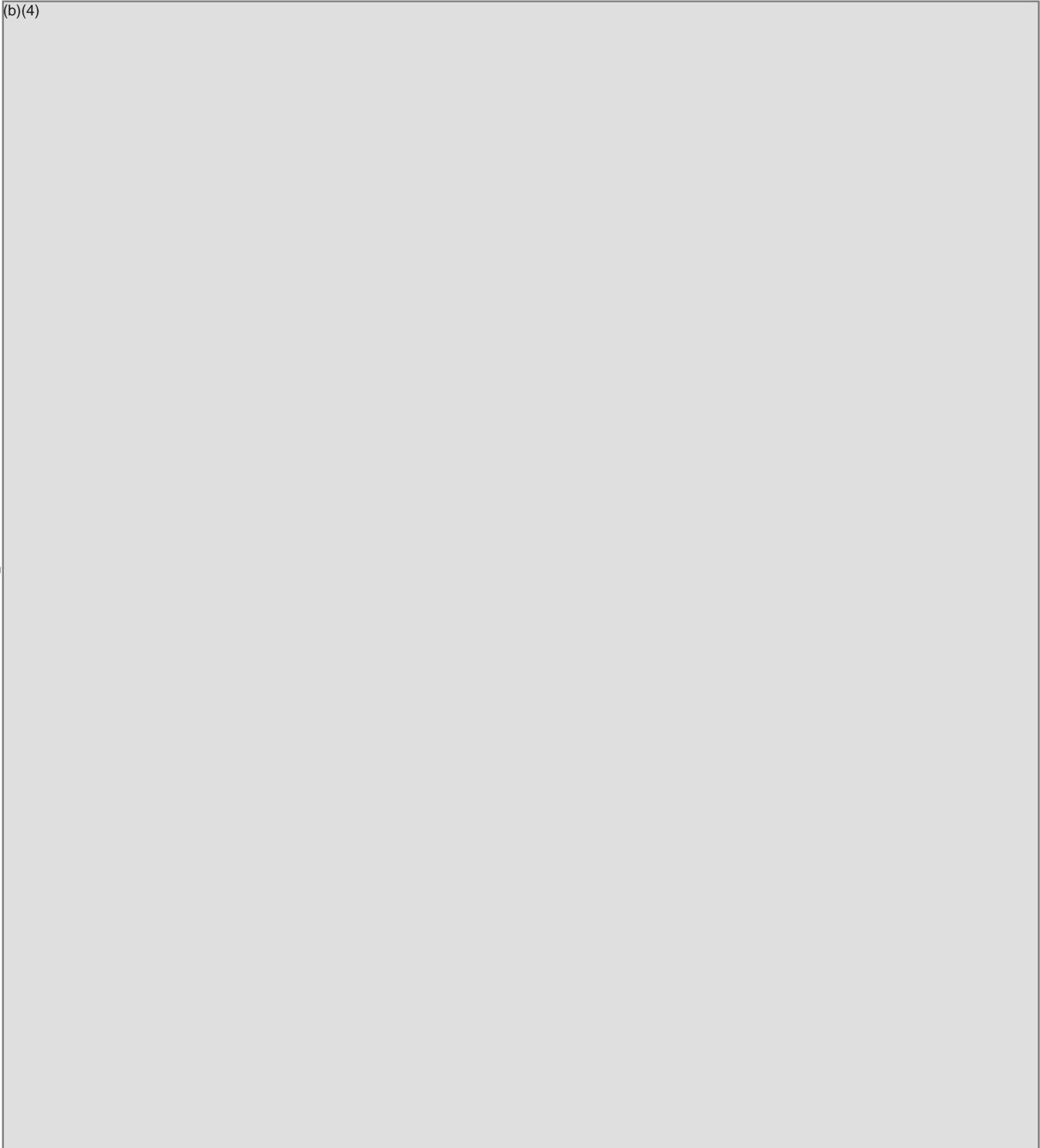
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(b)(4)



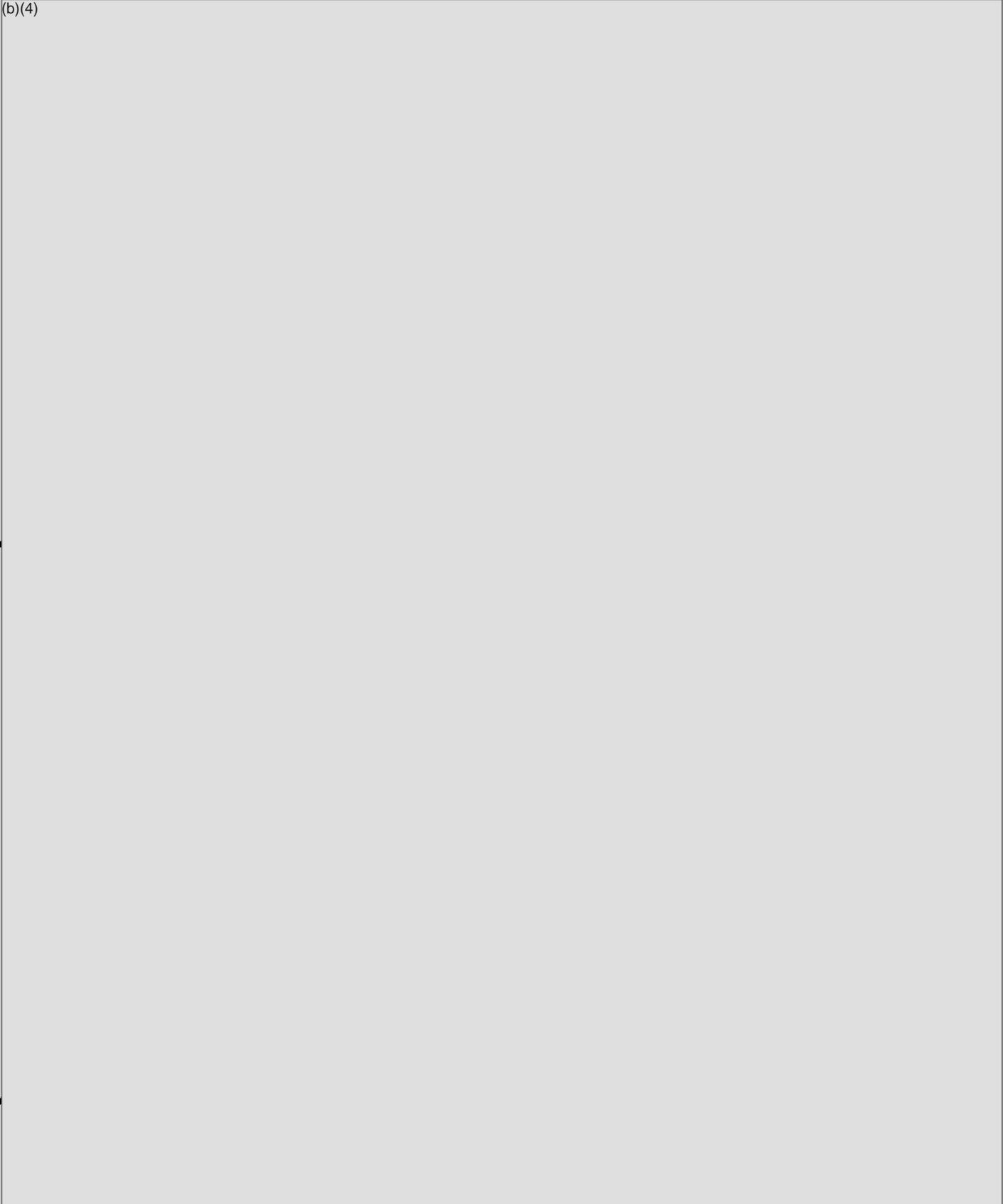
*DP Specifications Data Dictionary*

(b)(4)



*JP Specifications Data Dictionary*

(b)(4)



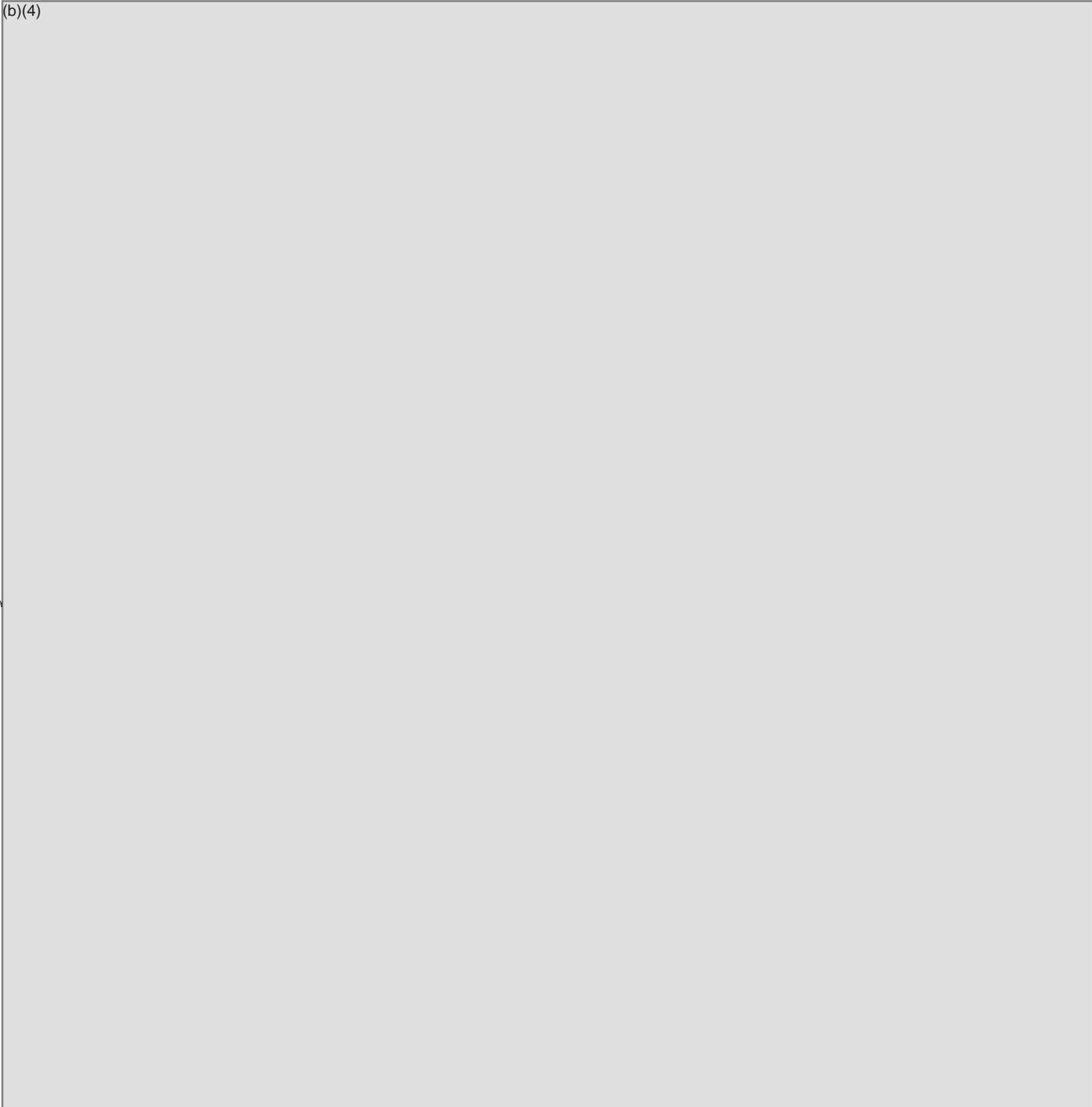
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(b)(4)



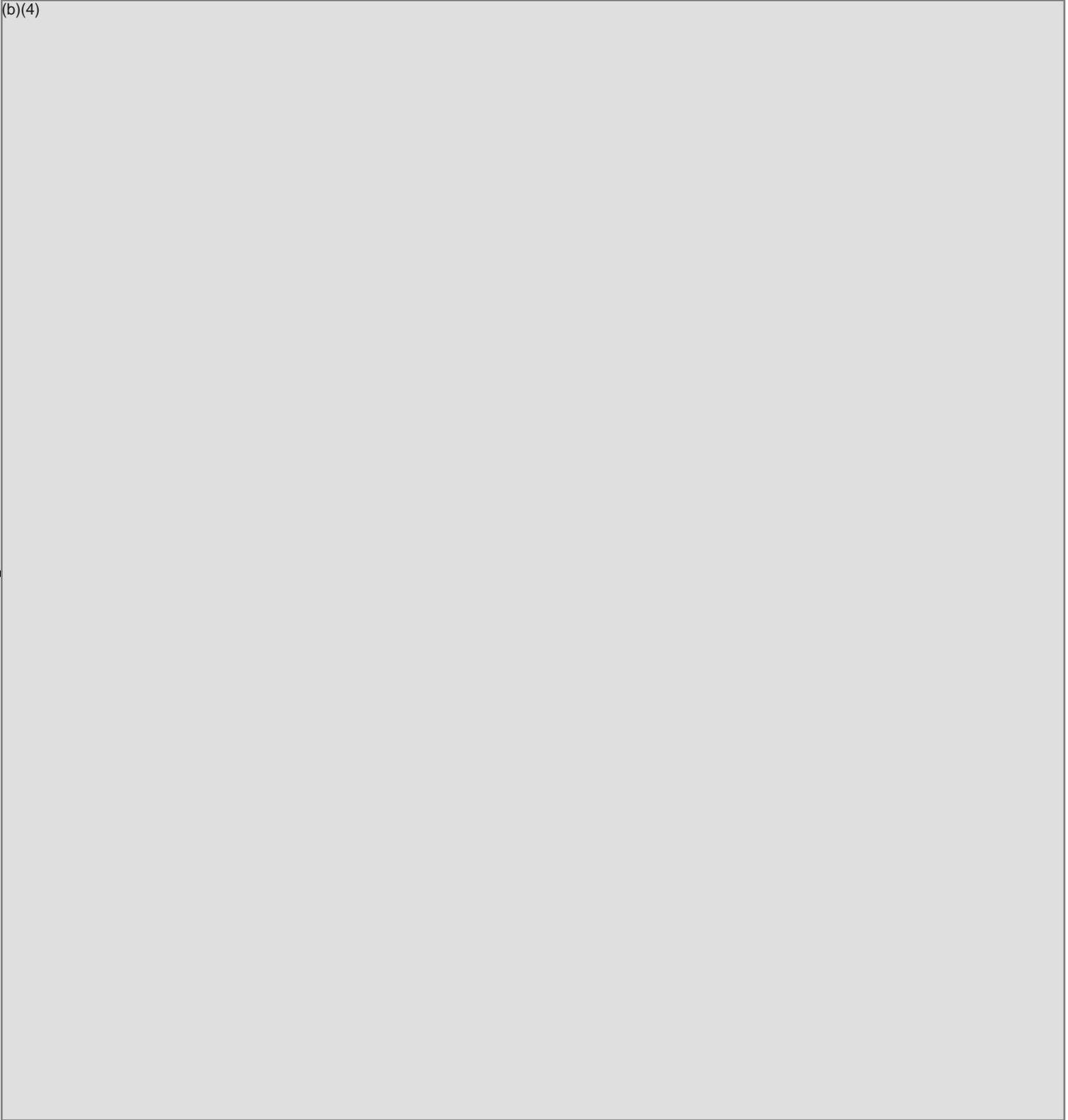
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(b)(4)



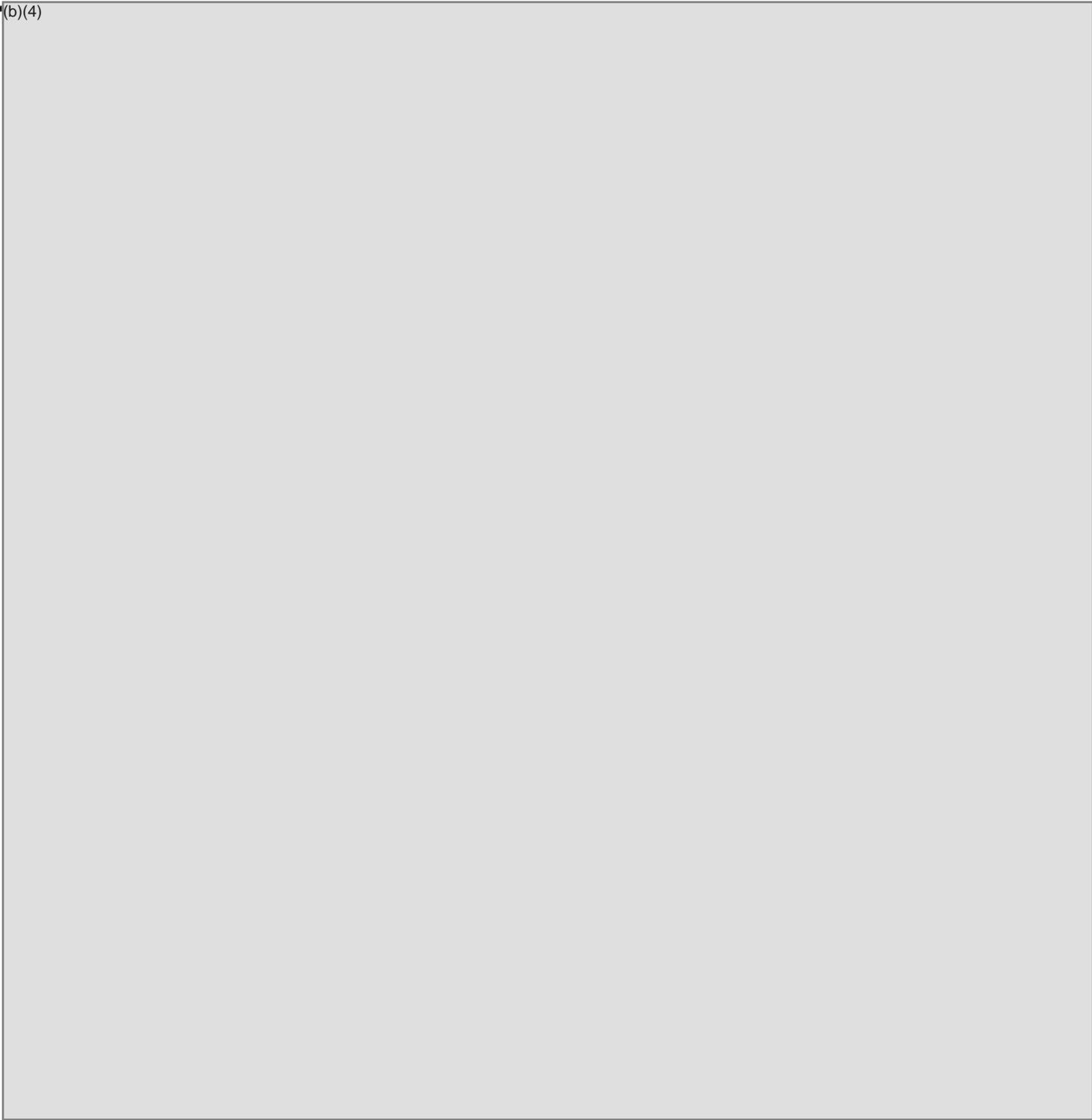
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(b)(4)



## *DP Specifications Data Dictionary*

(b)(4)



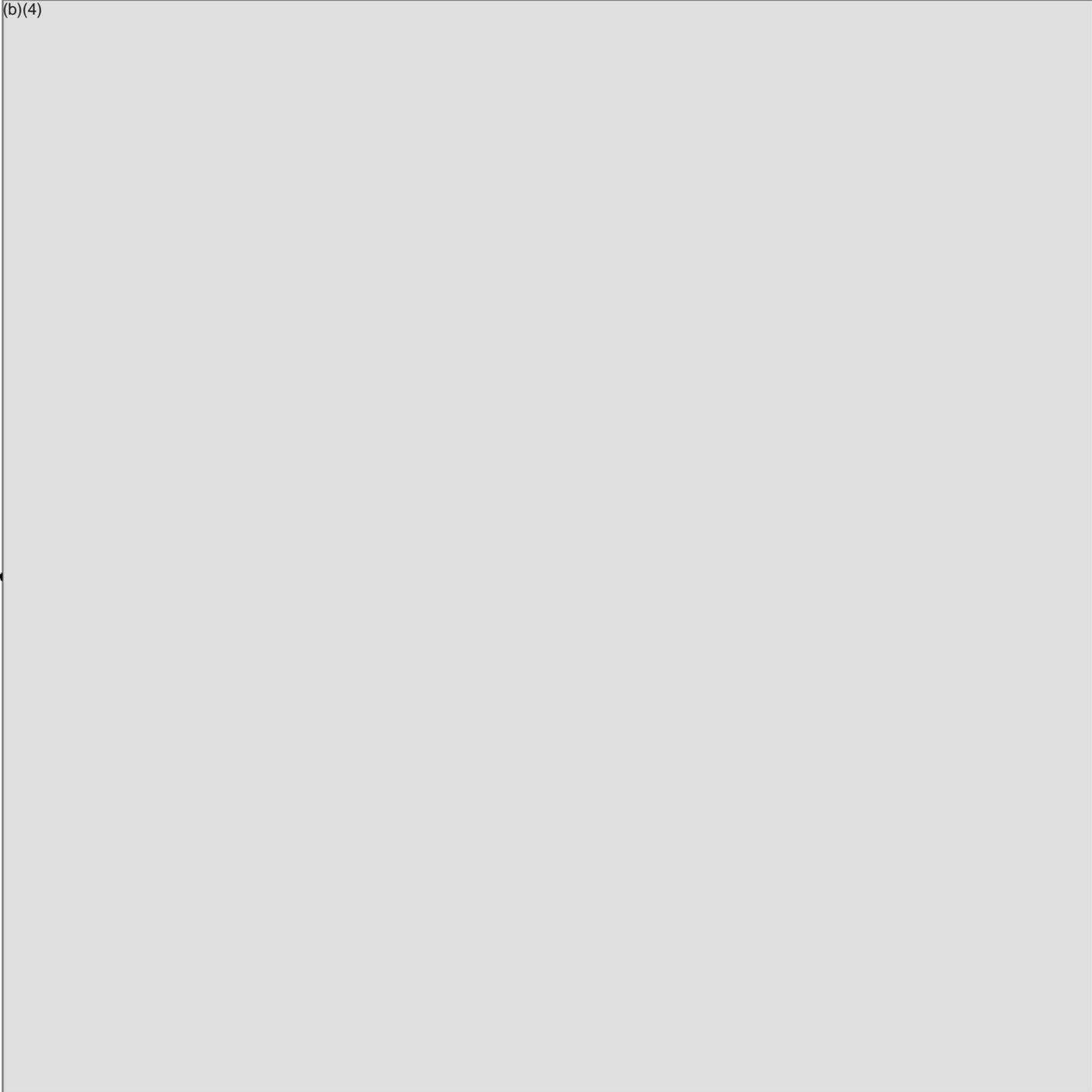
*JP Specifications Data Dictionary*

(b)(4)



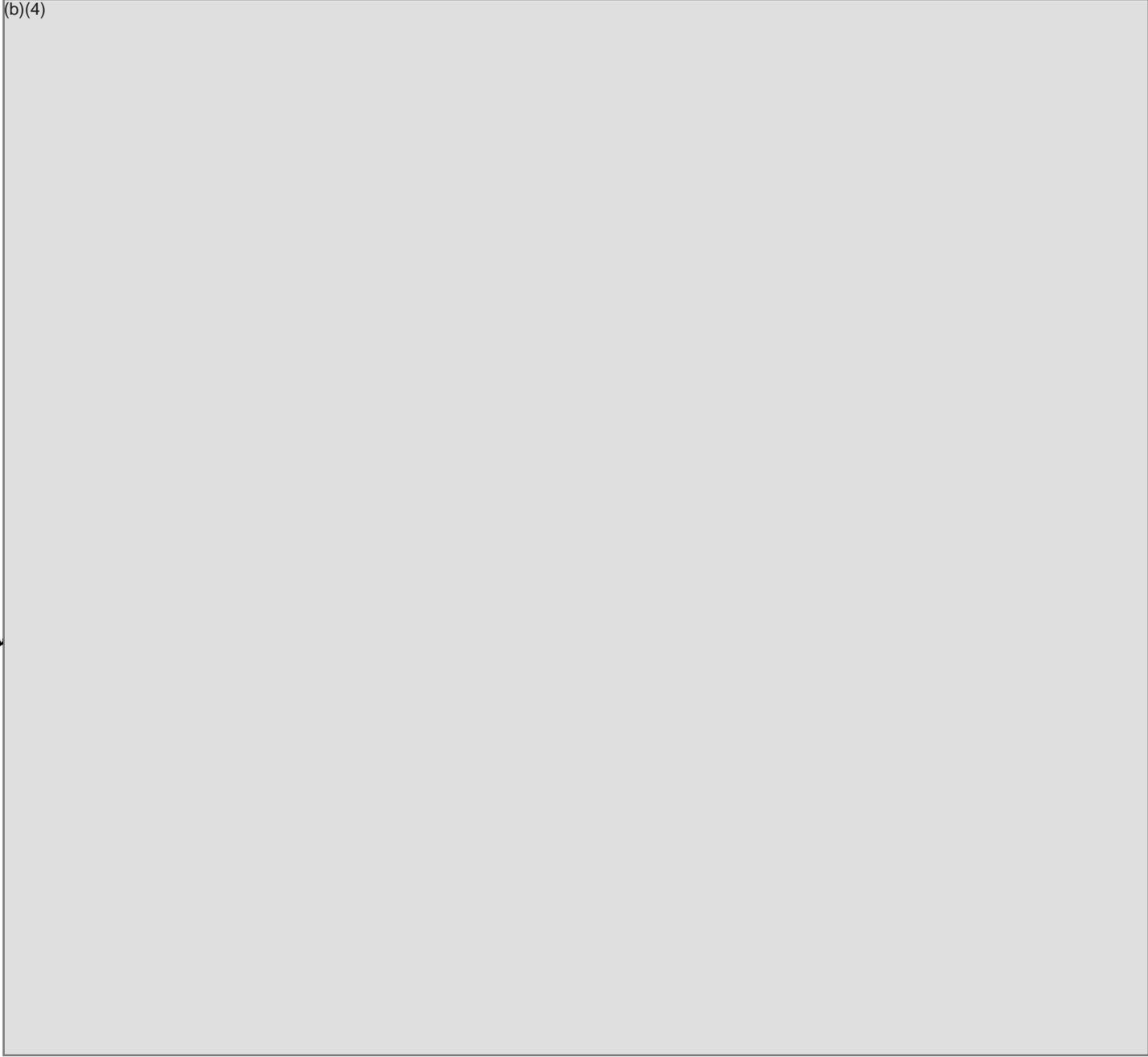
*DP Specifications Data Dictionary*

(b)(4)



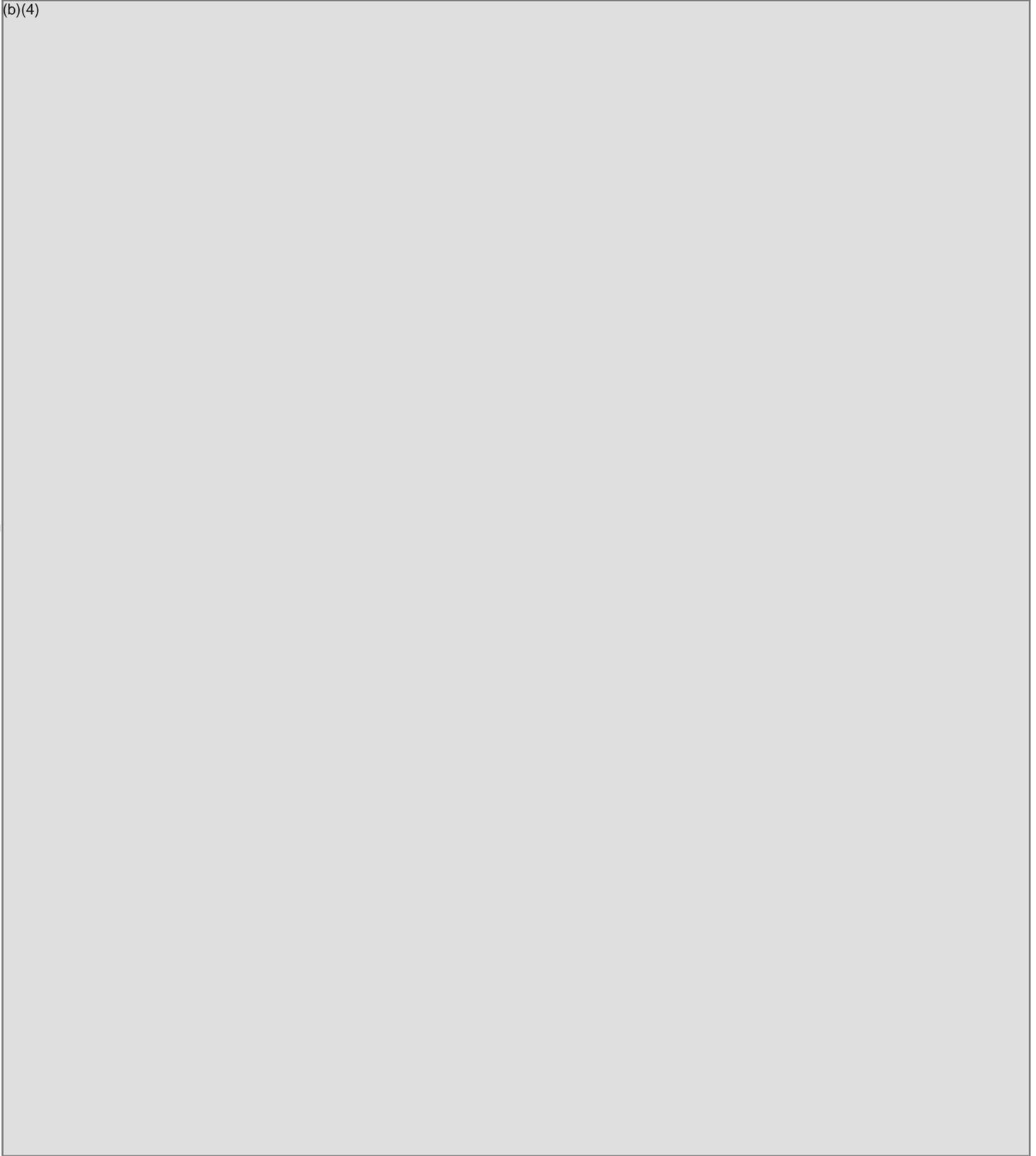
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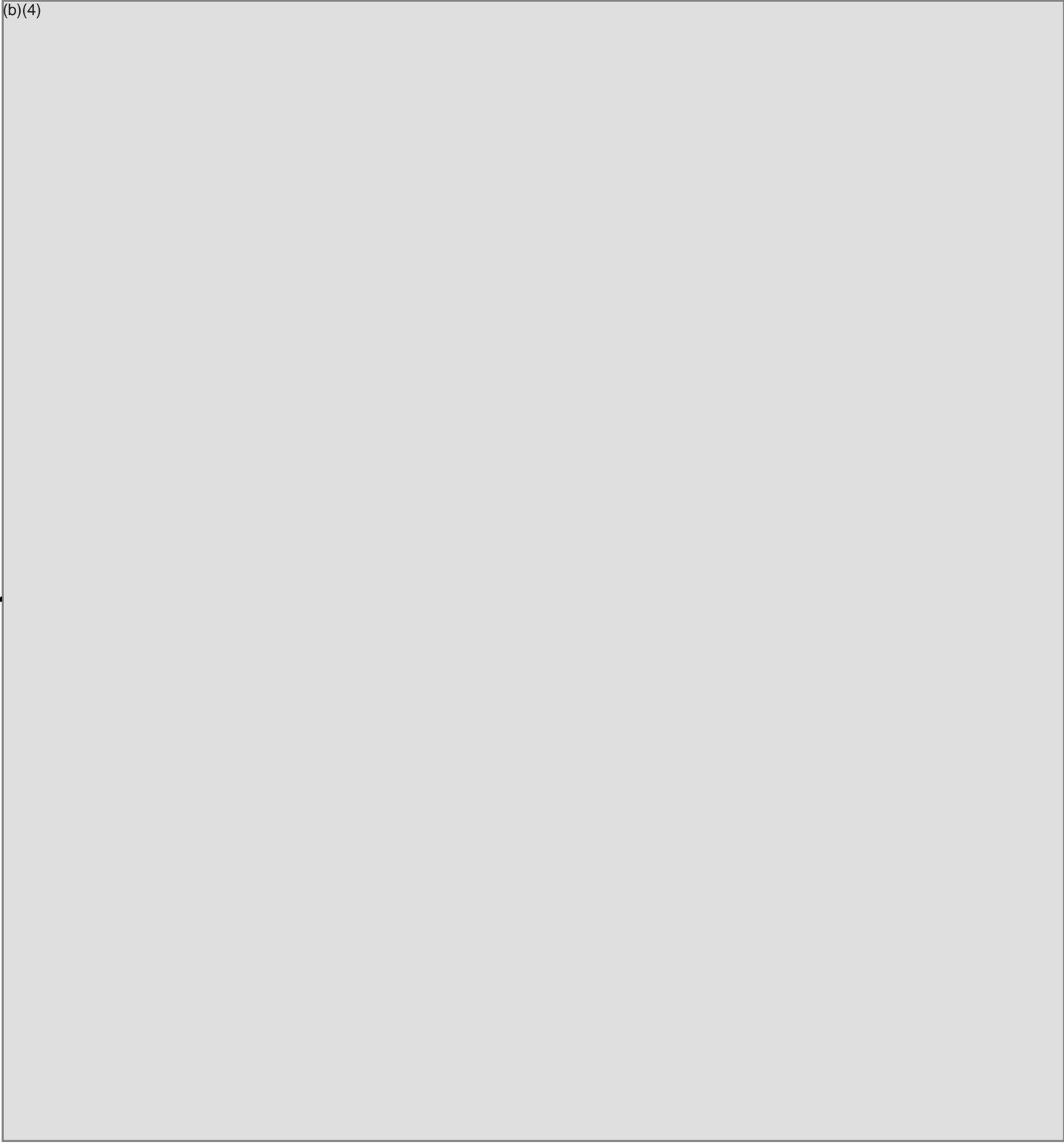
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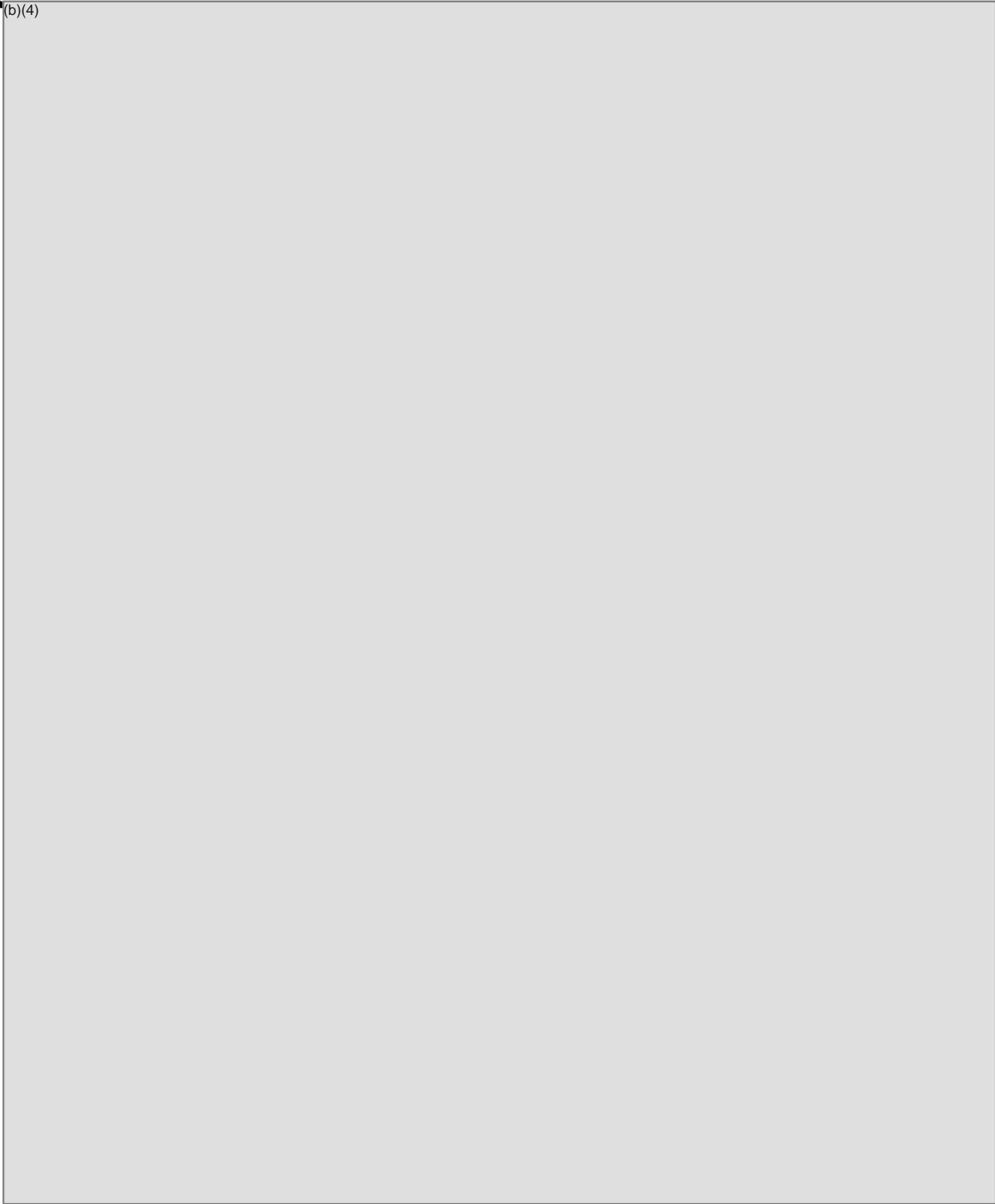
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(b)(4)



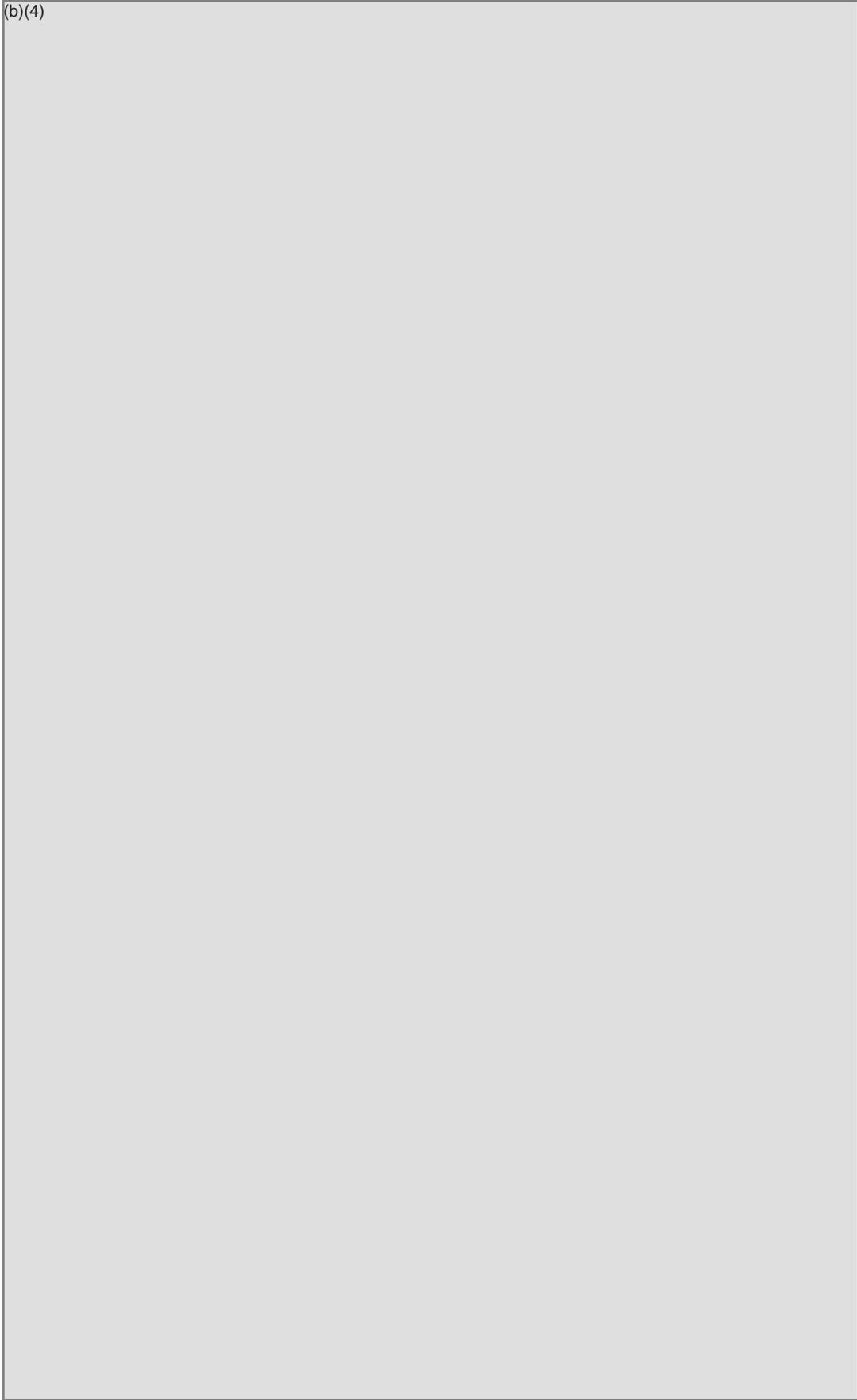
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(b)(4)

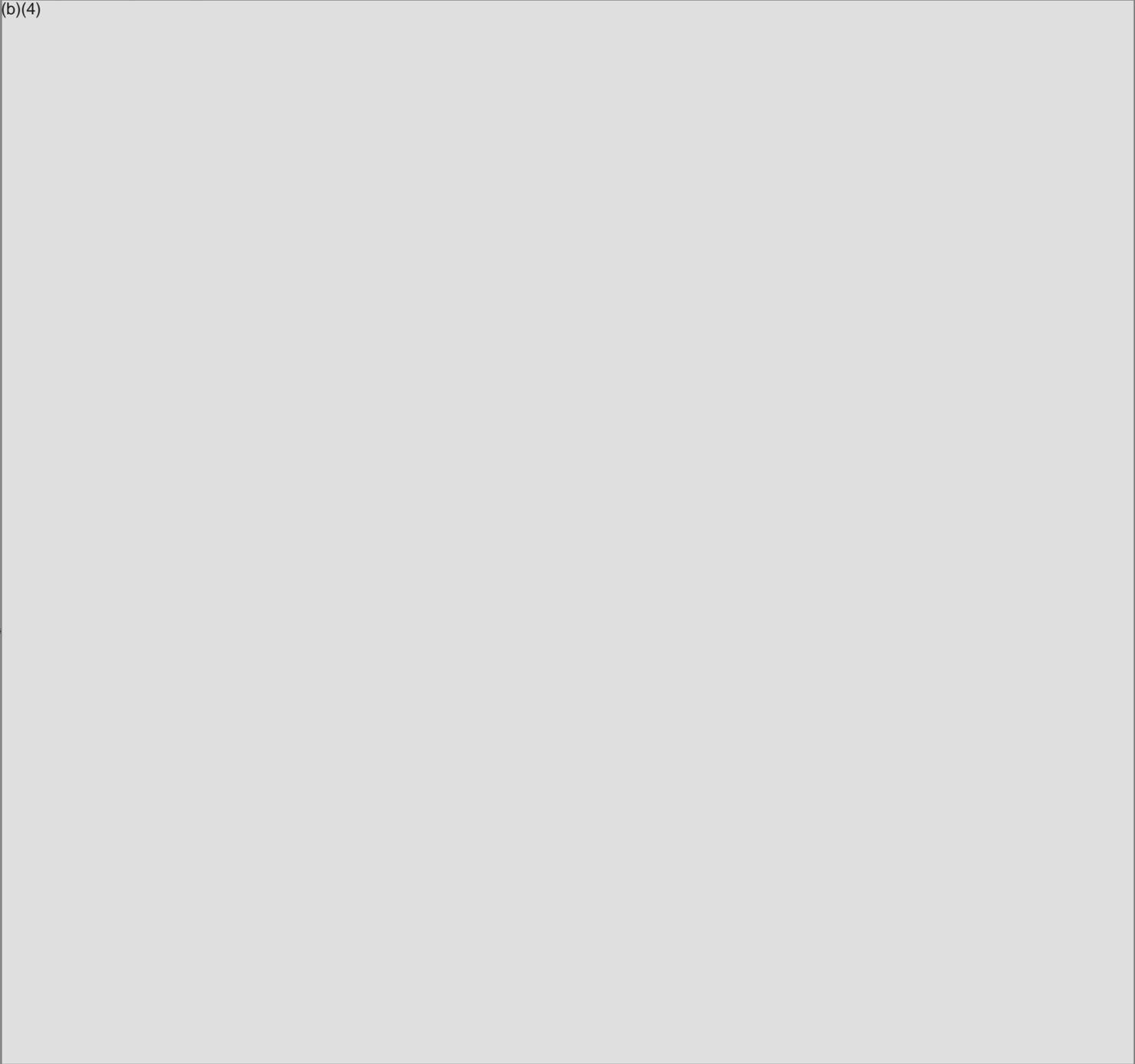


*DP Specifications Data Dictionary*

(b)(4)

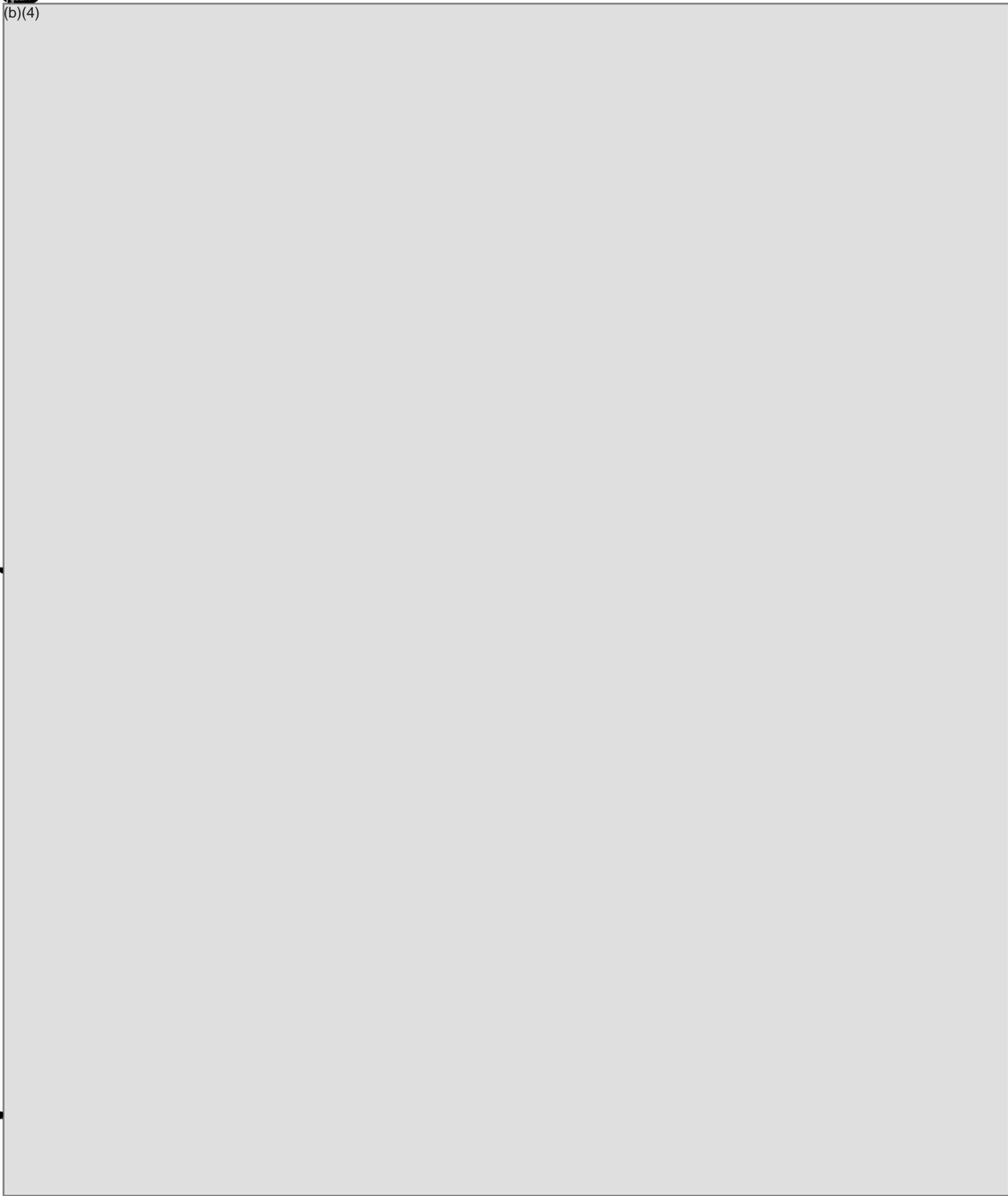


*JP Specifications Data Dictionary*



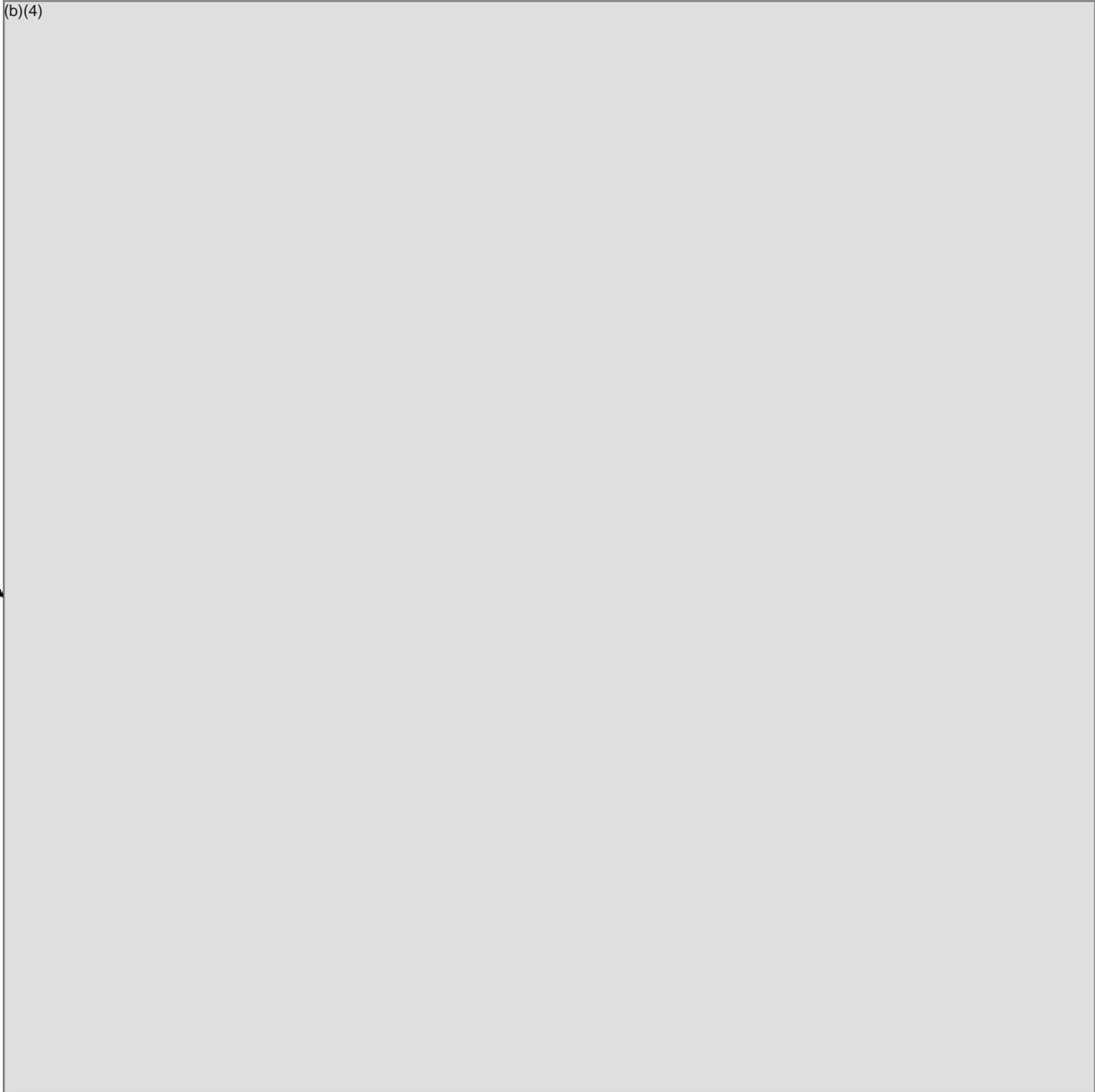
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(b)(4)



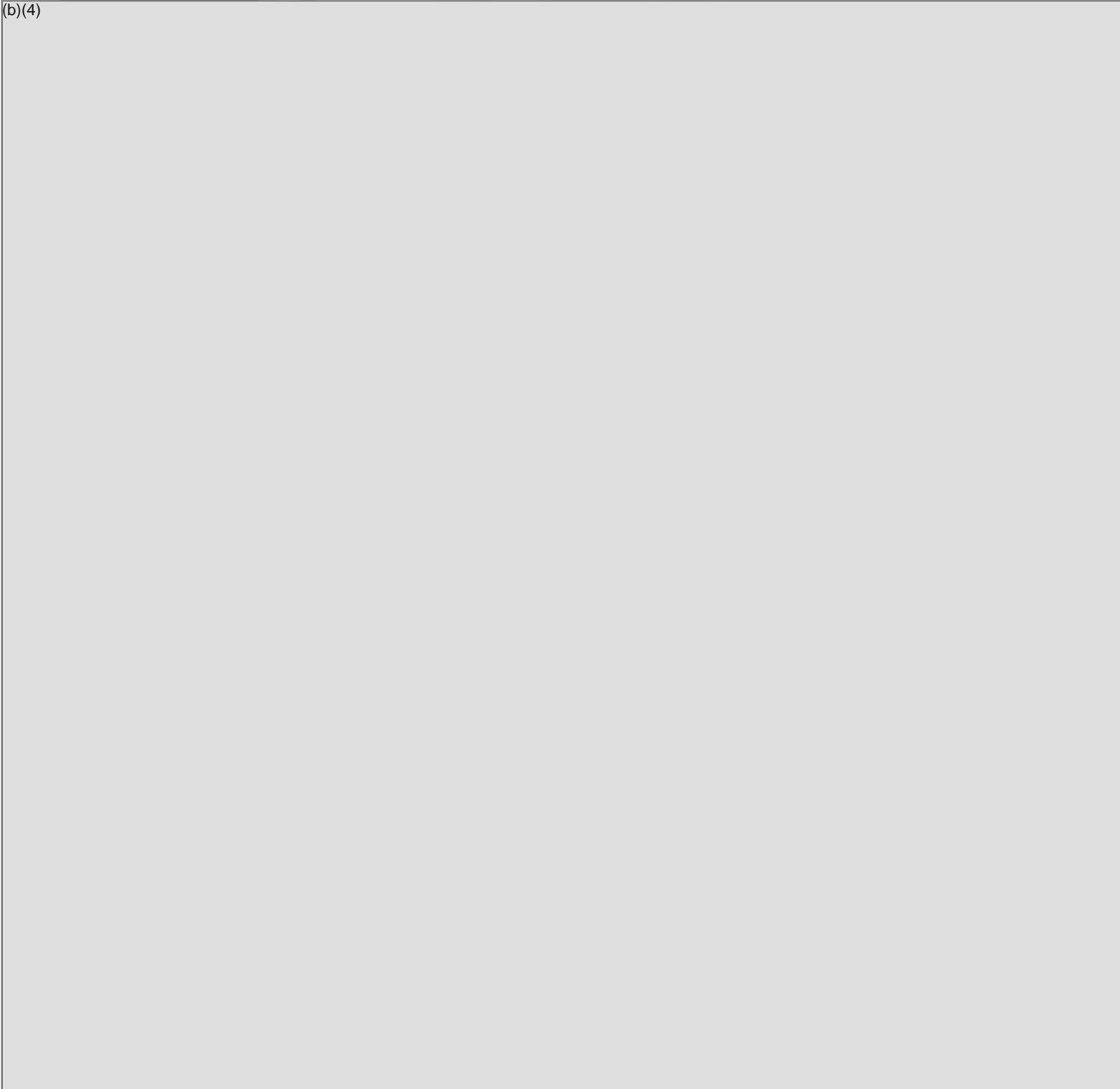
*IP Specifications Data Dictionary*

(b)(4)



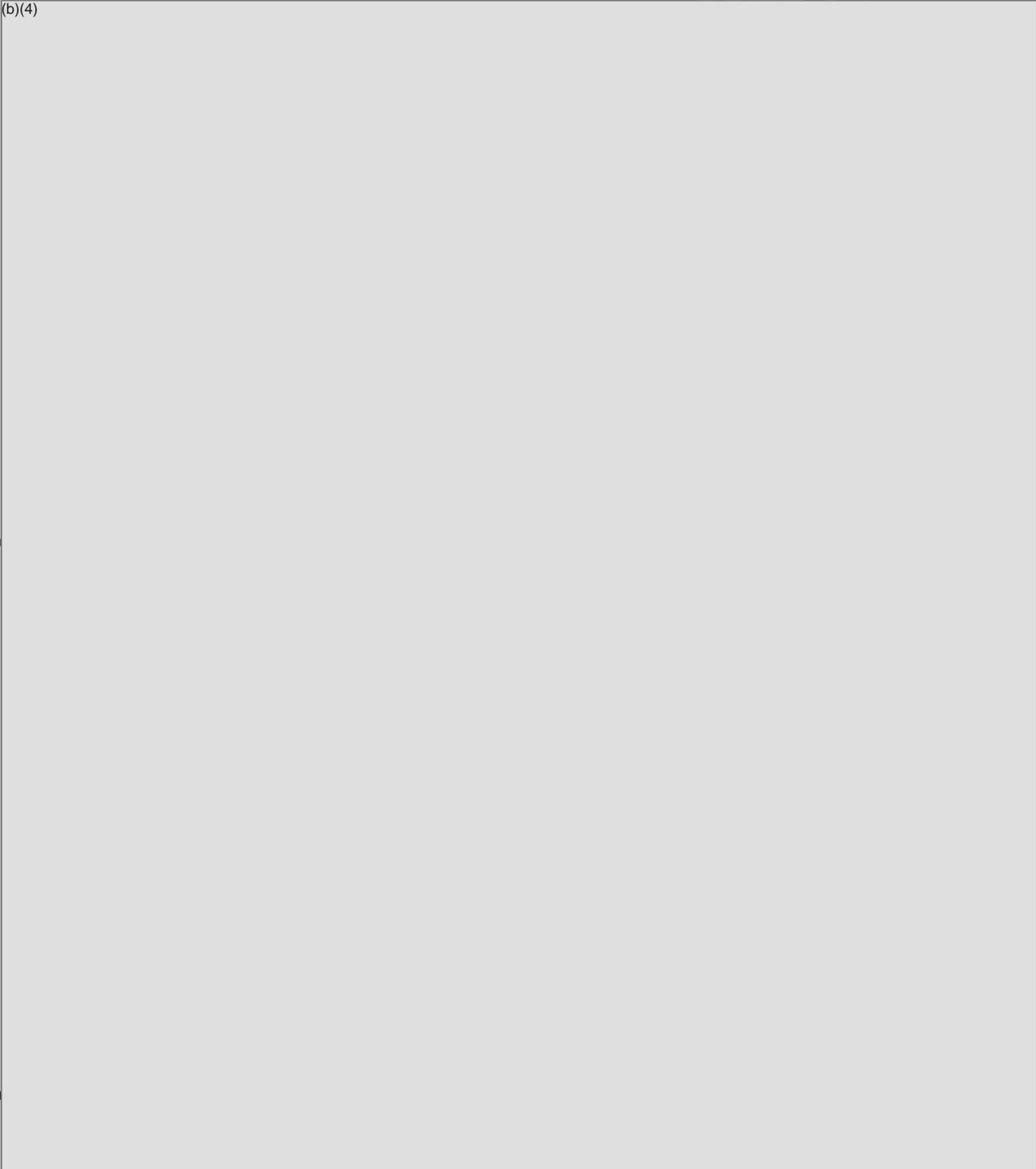
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(b)(4)



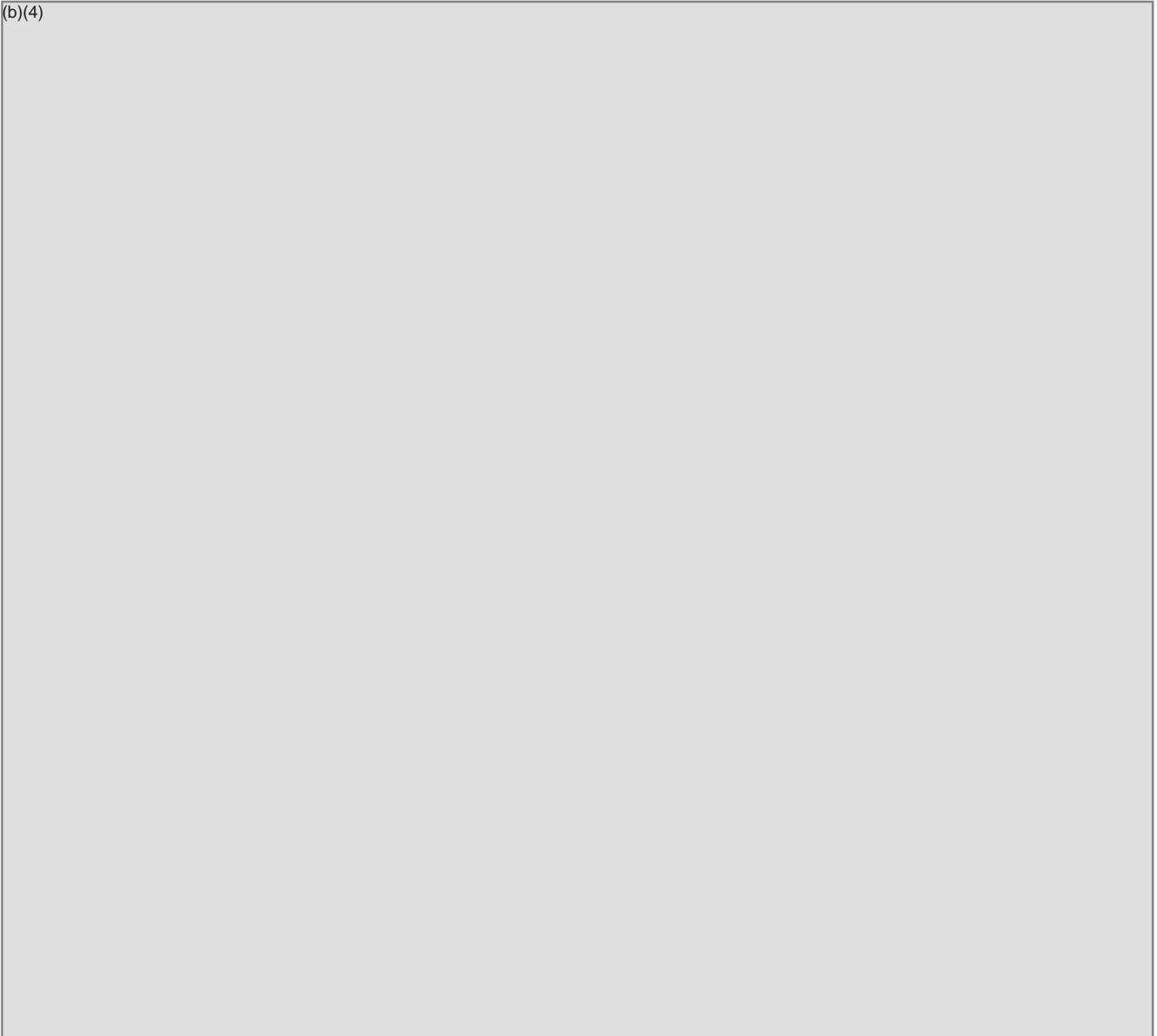
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(b)(4)



*DP Specifications Data Dictionary*

(b)(4)



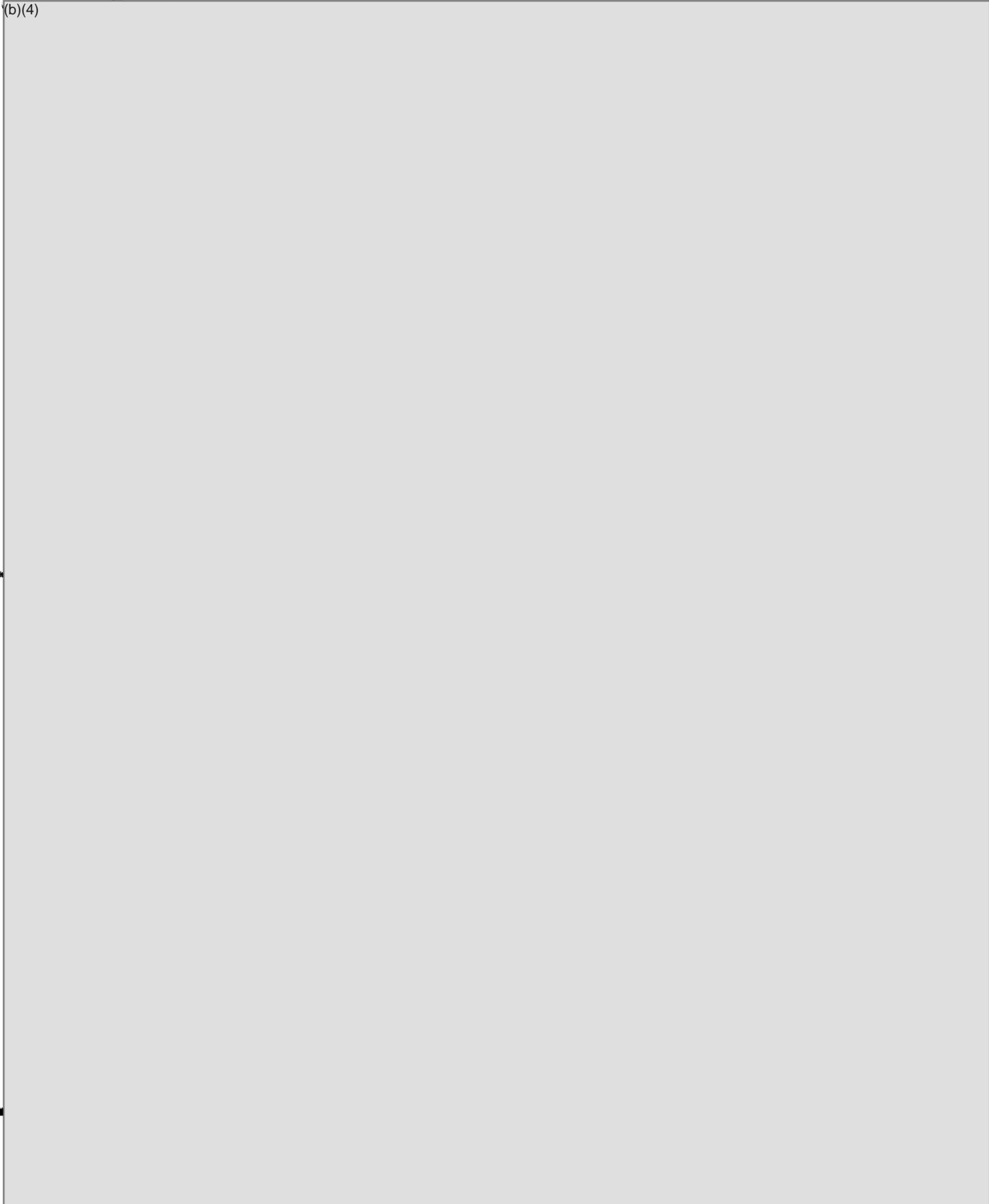
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(b)(4)

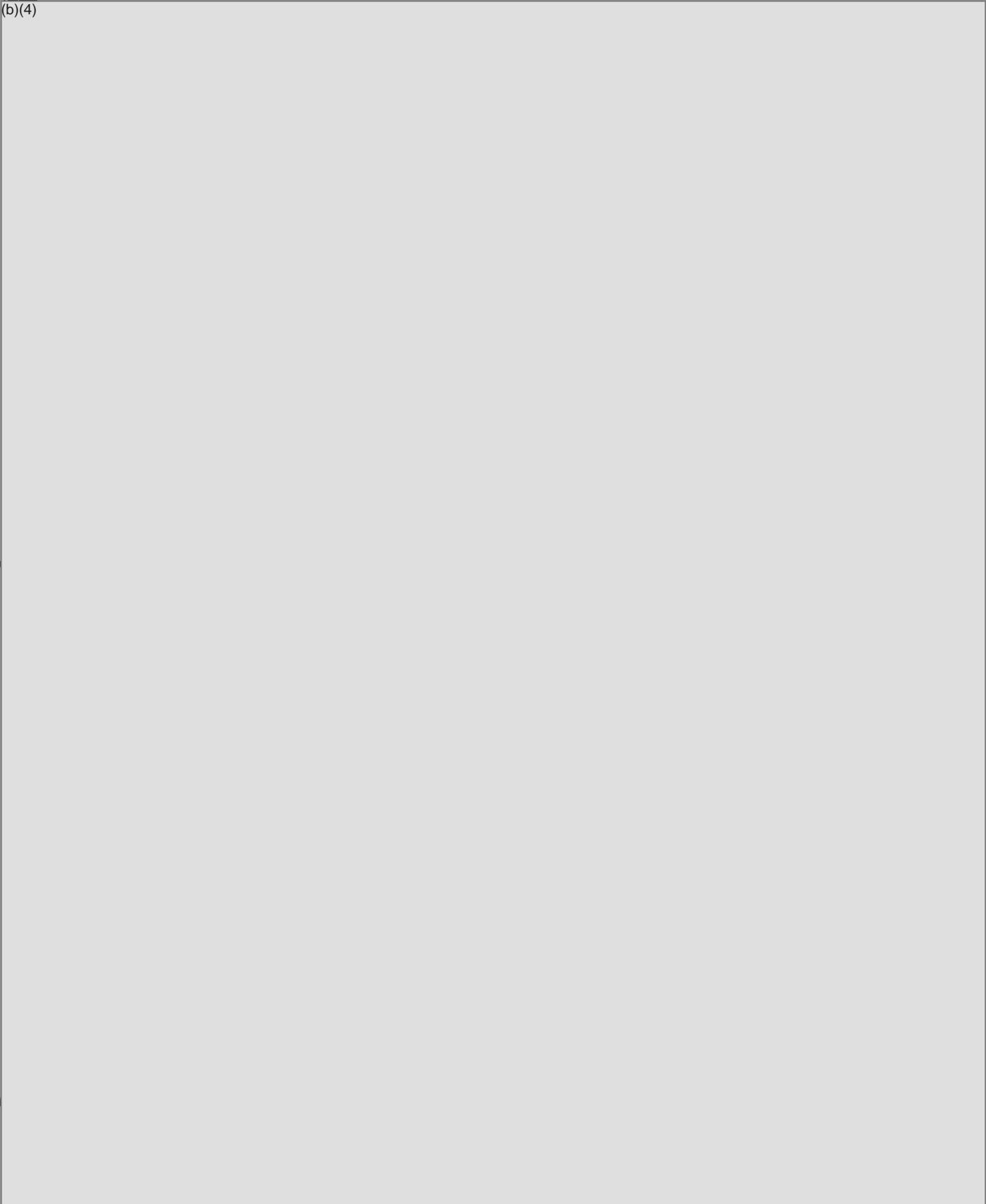


## *DP Specifications Data Dictionary*

(b)(4)



# *DP Specifications Data Dictionary*



## DP Specifications Data Dictionary

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**Data Element Name**      *LEGACY REASON FOR DISENROLLMENT*

**Definition**                Reason that beneficiary was disenrolled

**Field Type / Length**      Char (1)

**Notes**                        Legacy values

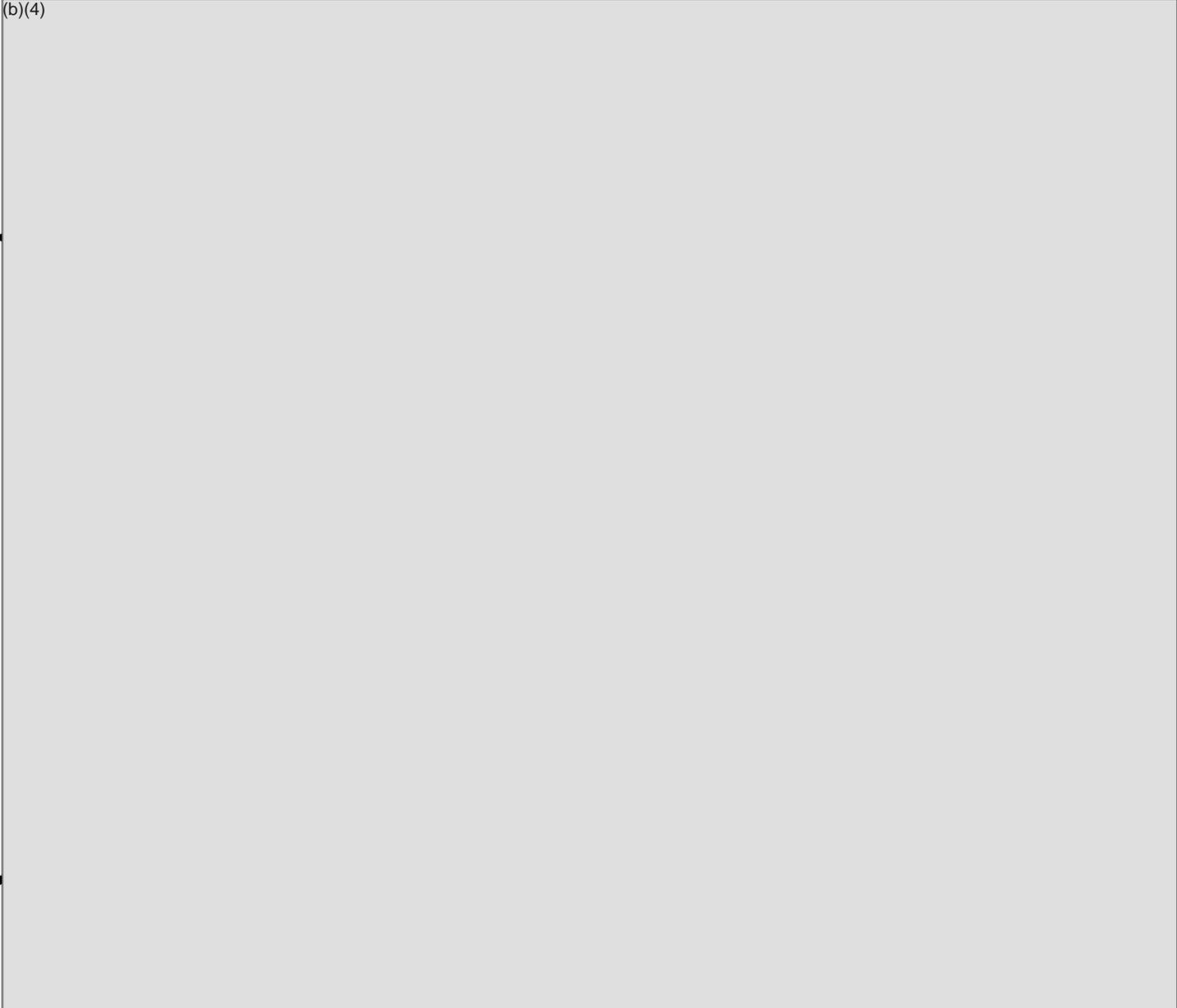
**Valid Values**

1	Loss of eligibility
2	Moved out of the DP service area
3	Voluntary disenrollment
4	Death
5	Other
6	Rolled back, DMIS assigned value only
Blank	Currently enrolled

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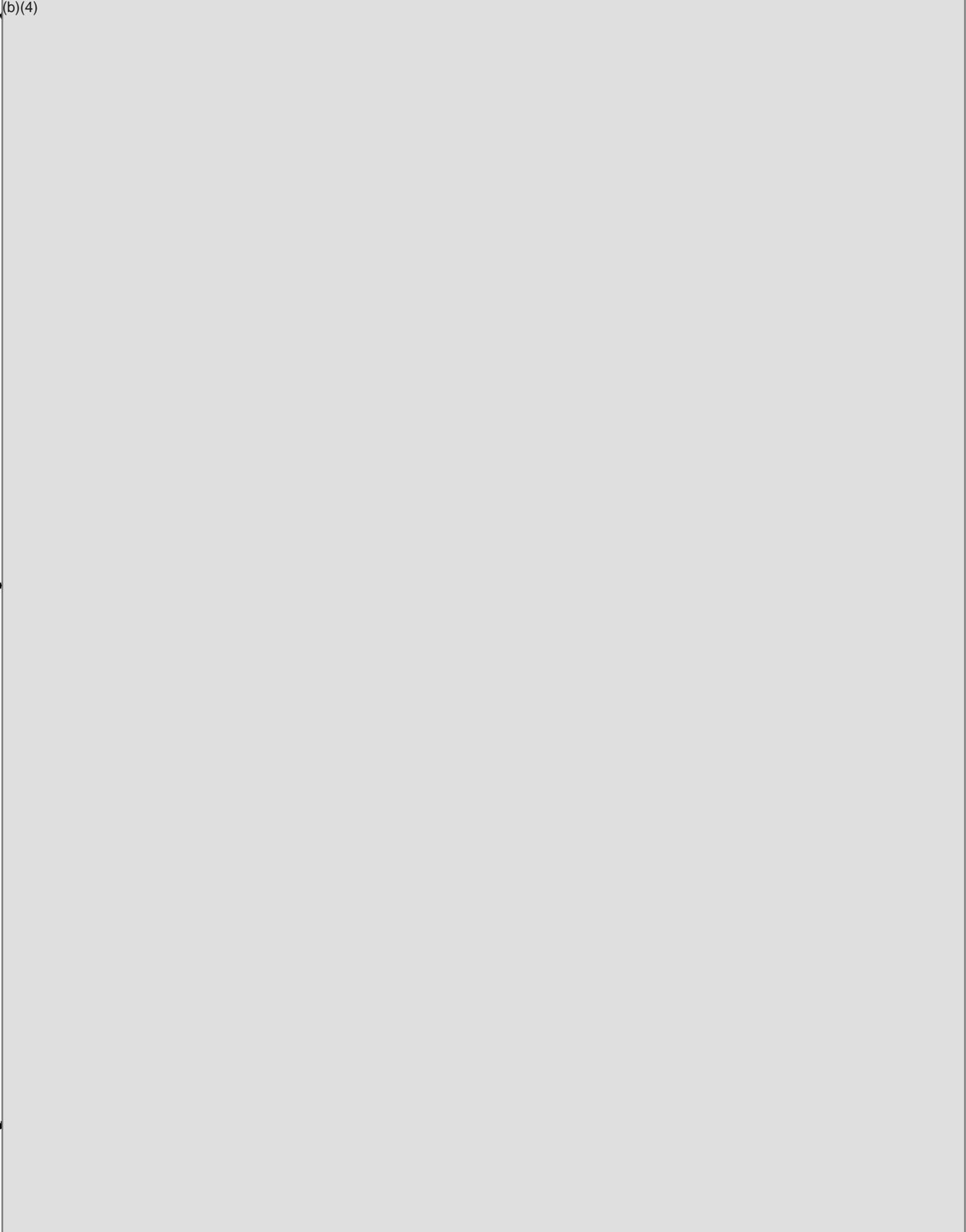
**Data Element Name**      *LT65 YEARS*

(b)(4)



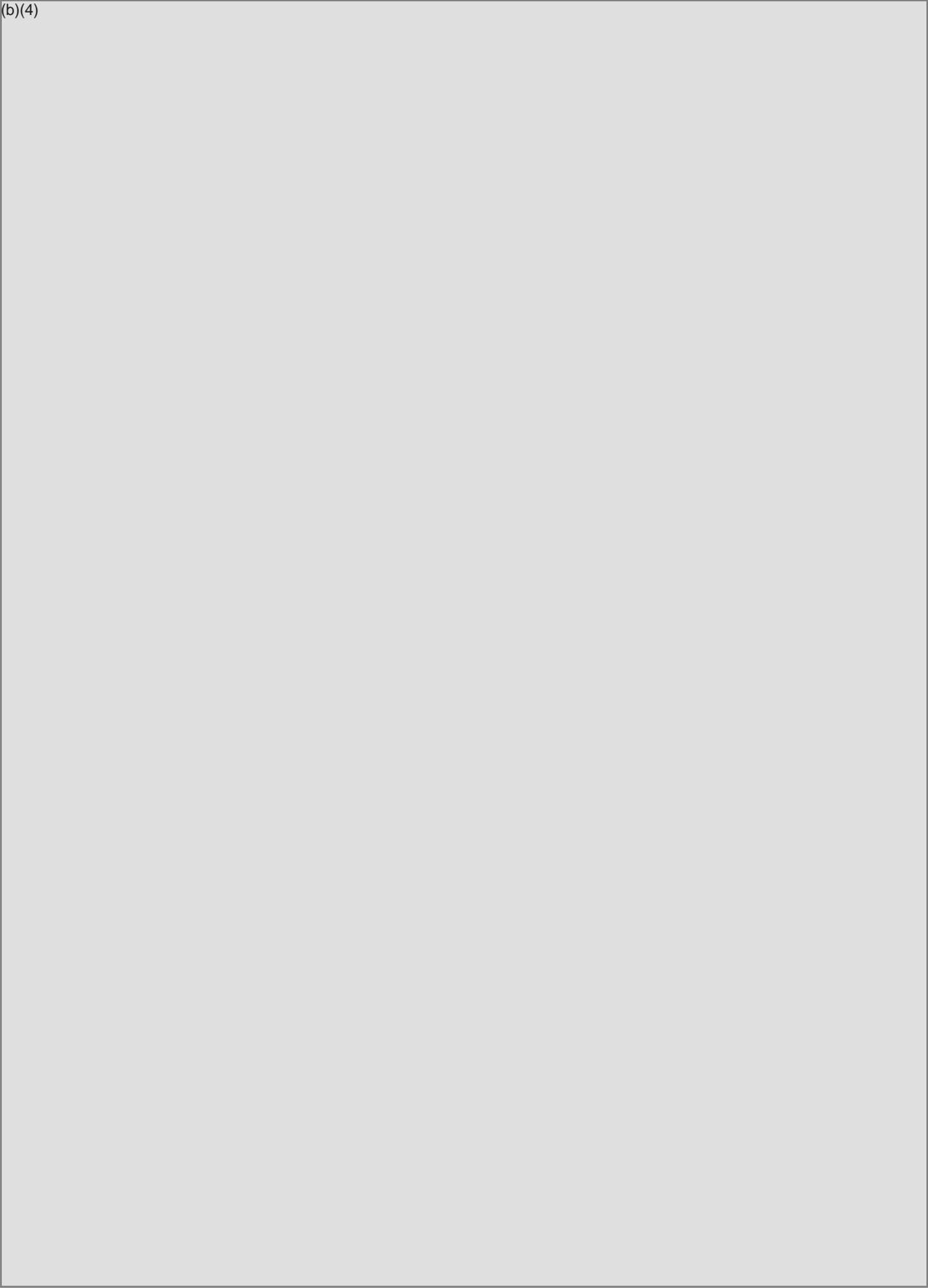
***DP Specifications Data Dictionary***

(b)(4)



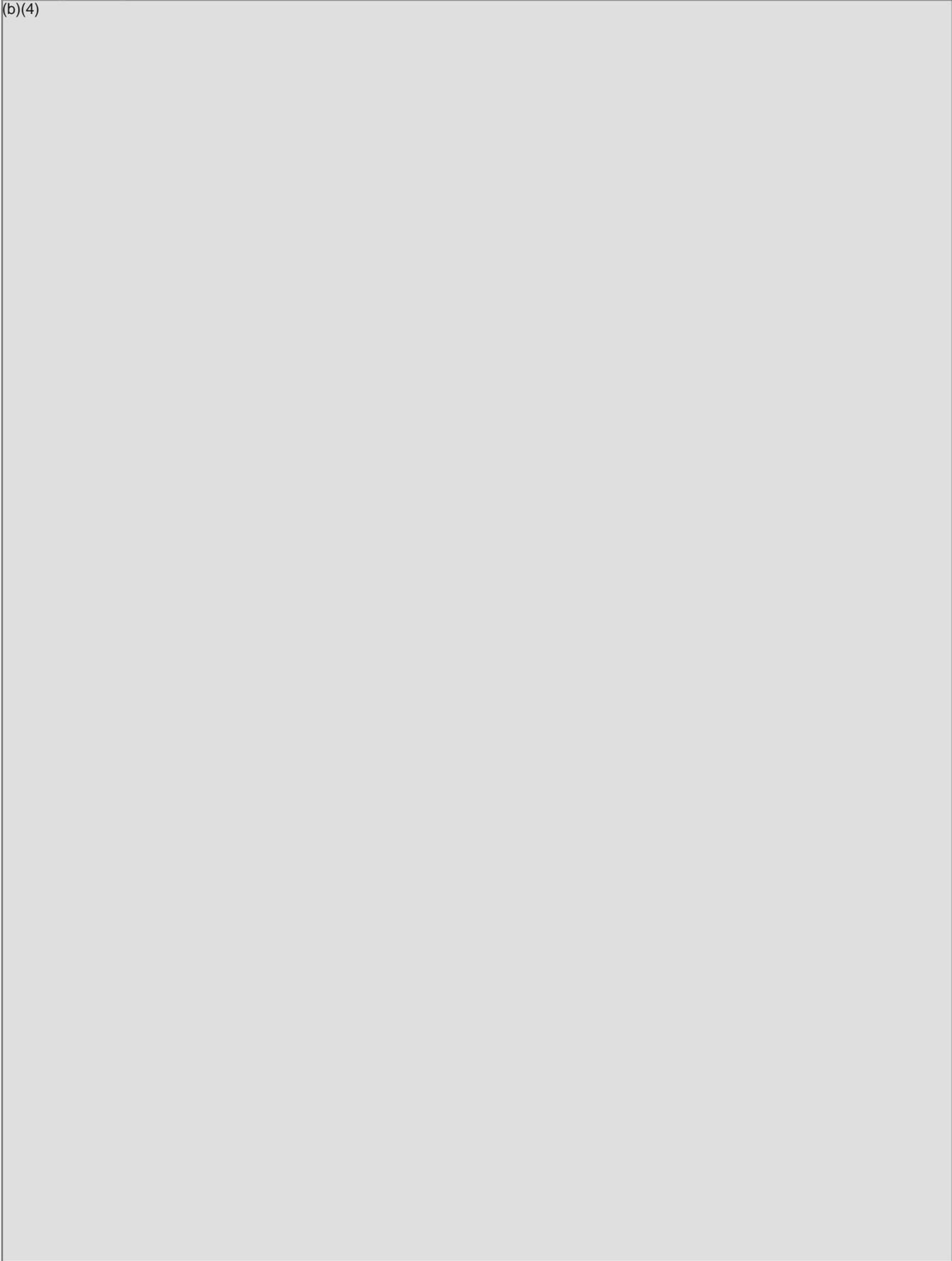
## *DP Specifications Data Dictionary*

(b)(4)



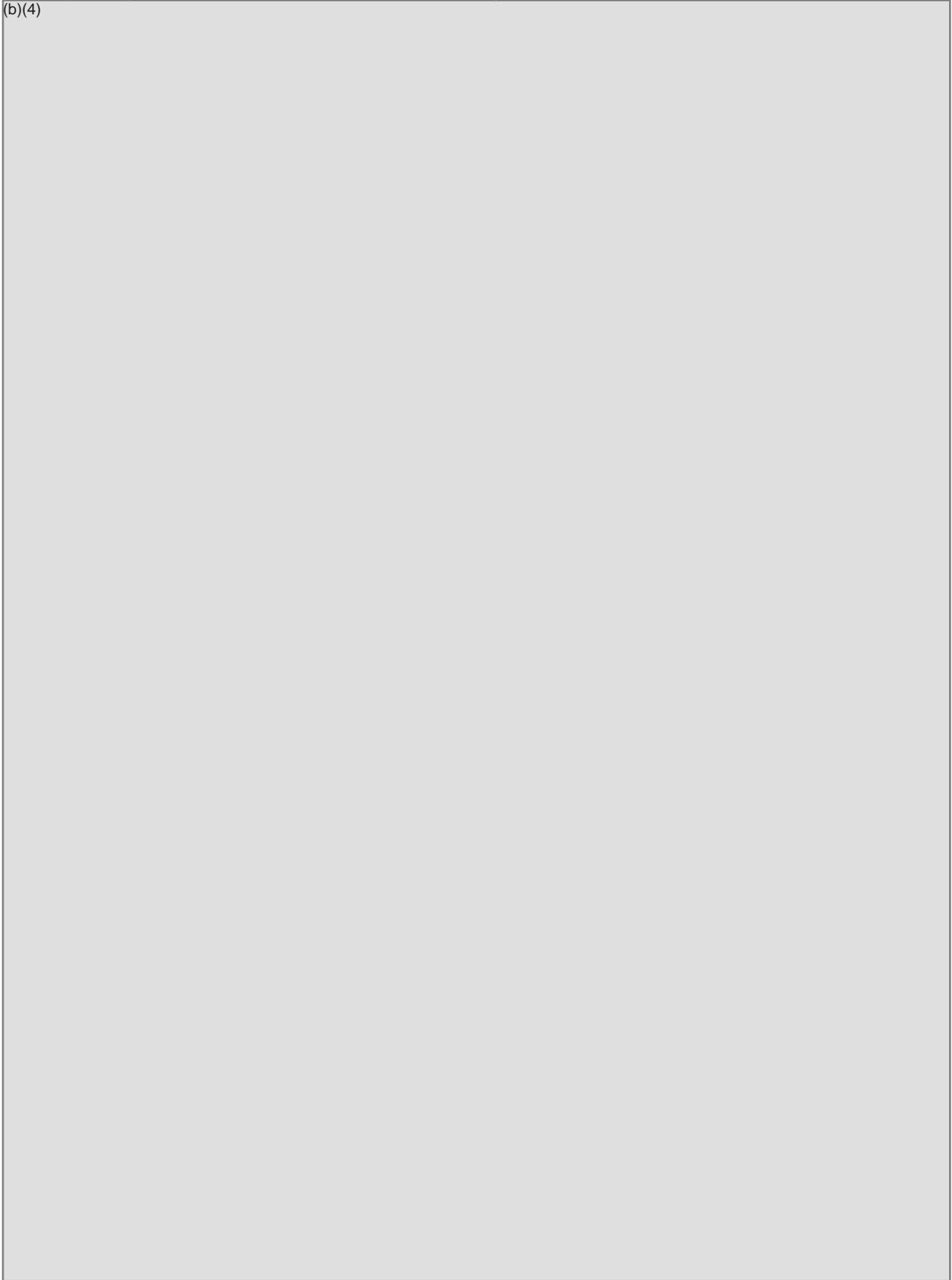
*DP Specifications Data Dictionary*

(b)(4)



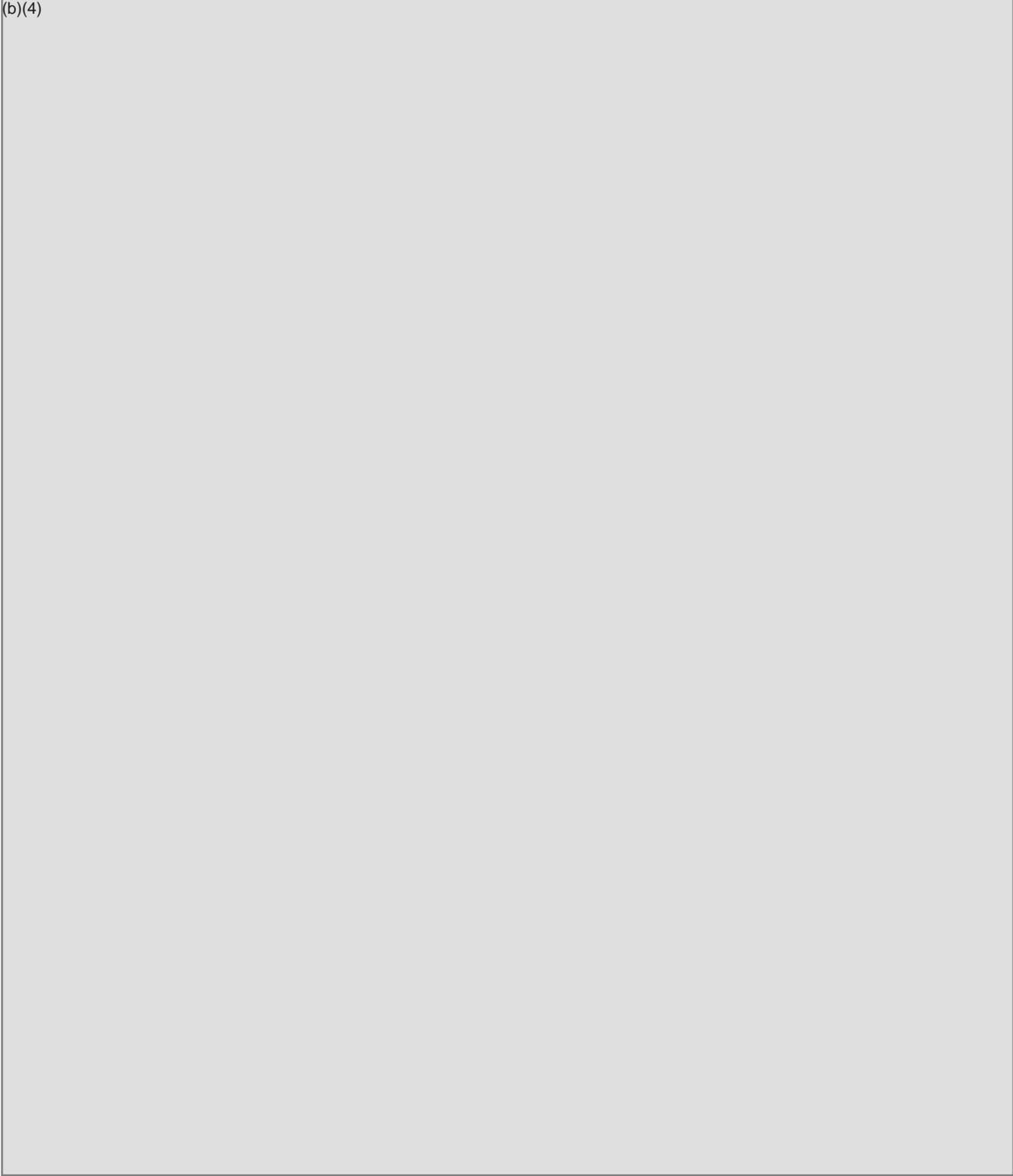
***DP Specifications Data Dictionary***

(b)(4)



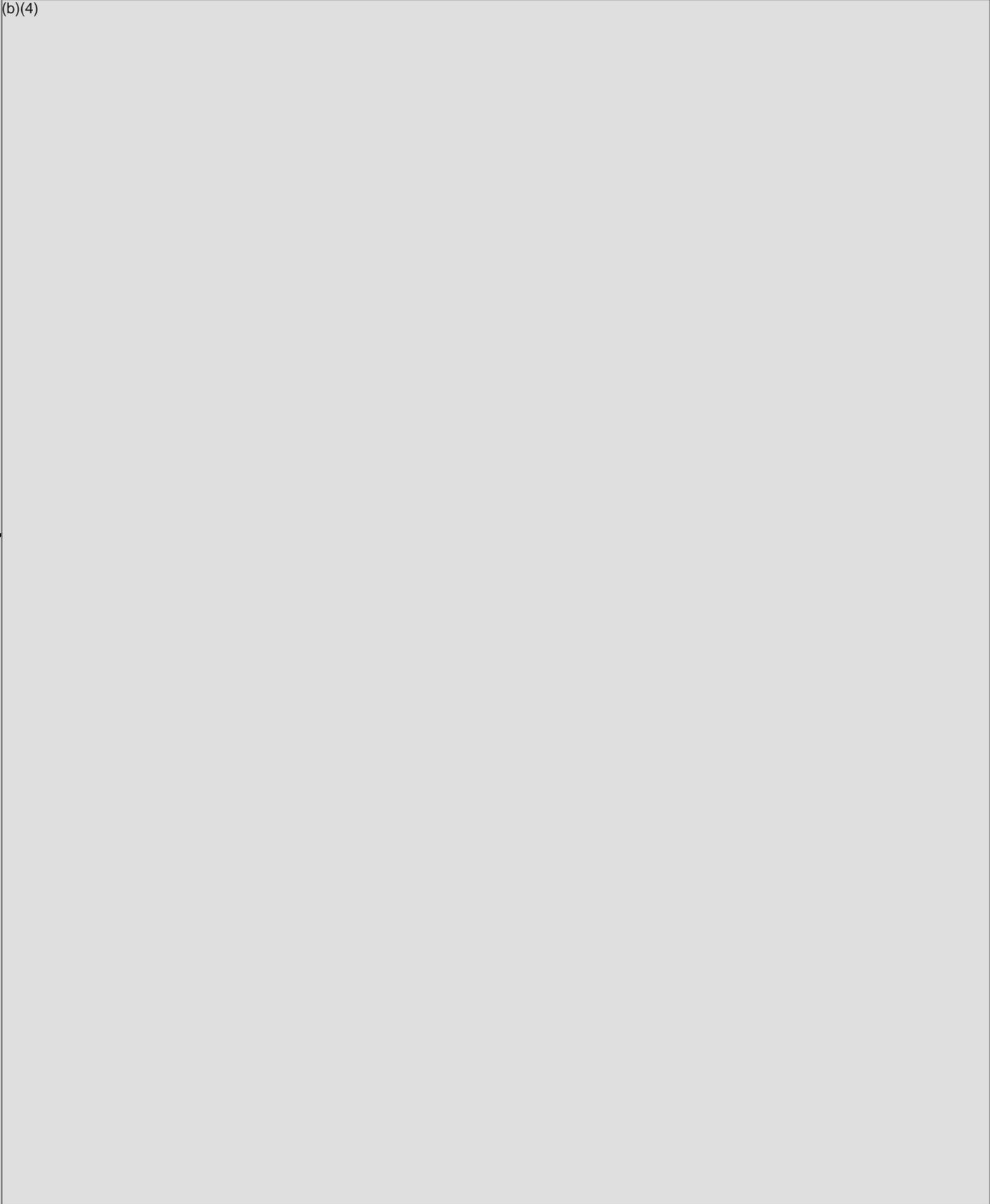
*DP Specifications Data Dictionary*

(b)(4)



# DP Specifications Data Dictionary

(b)(4)

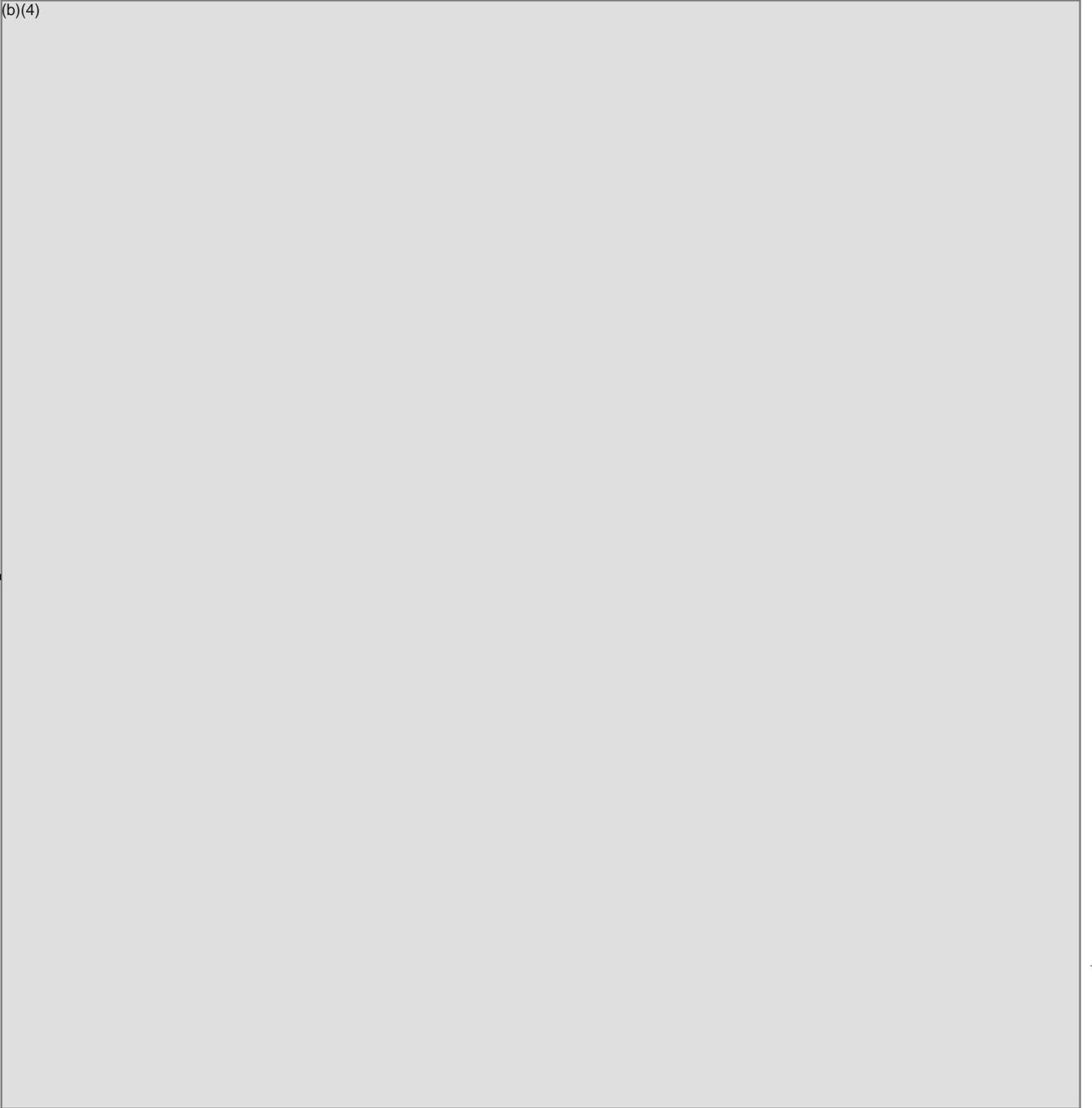


***DP Specifications Data Dictionary***

(b)(4)

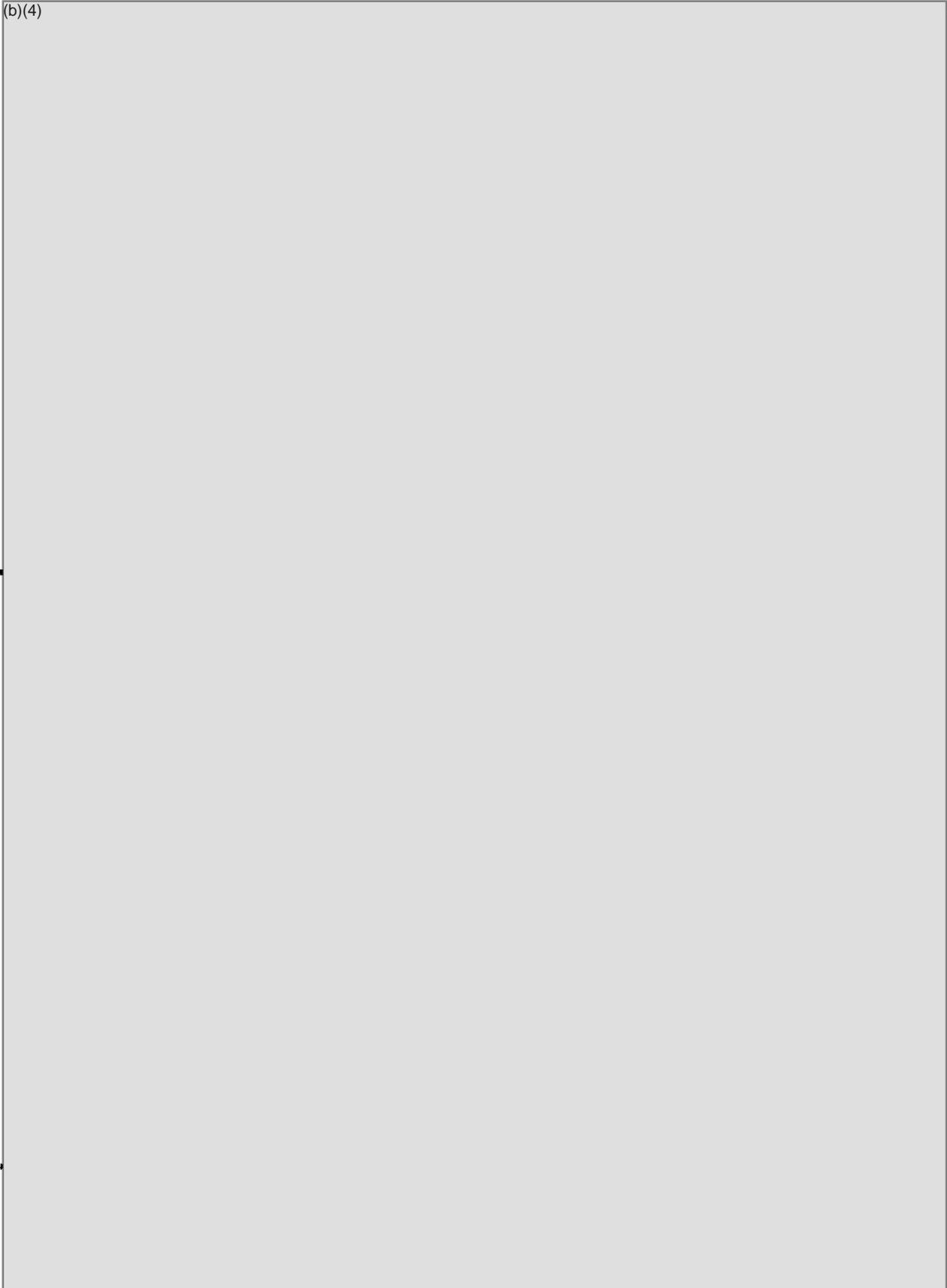


# *DP Specifications Data Dictionary*



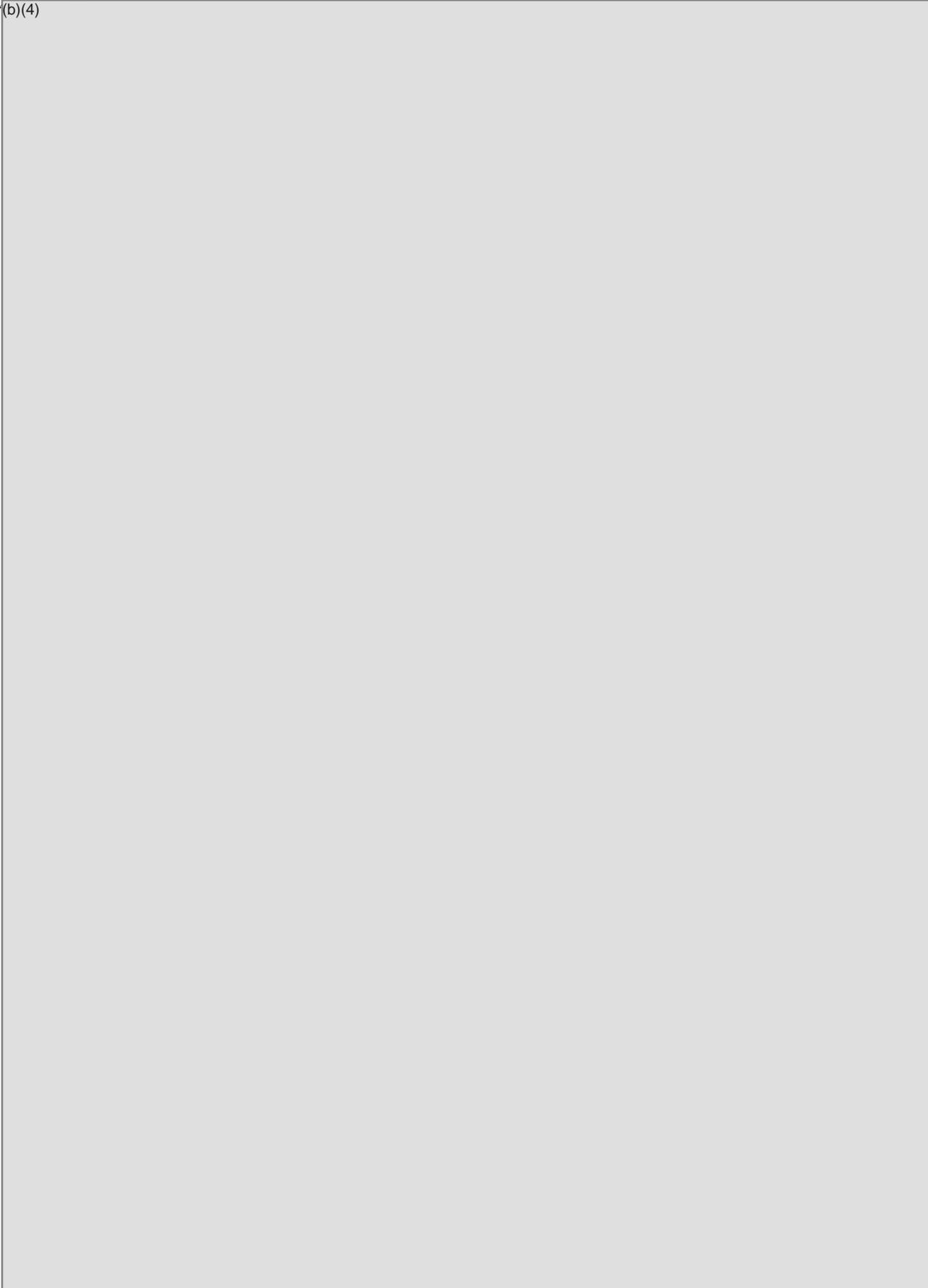
# *DP Specifications Data Dictionary*

(b)(4)



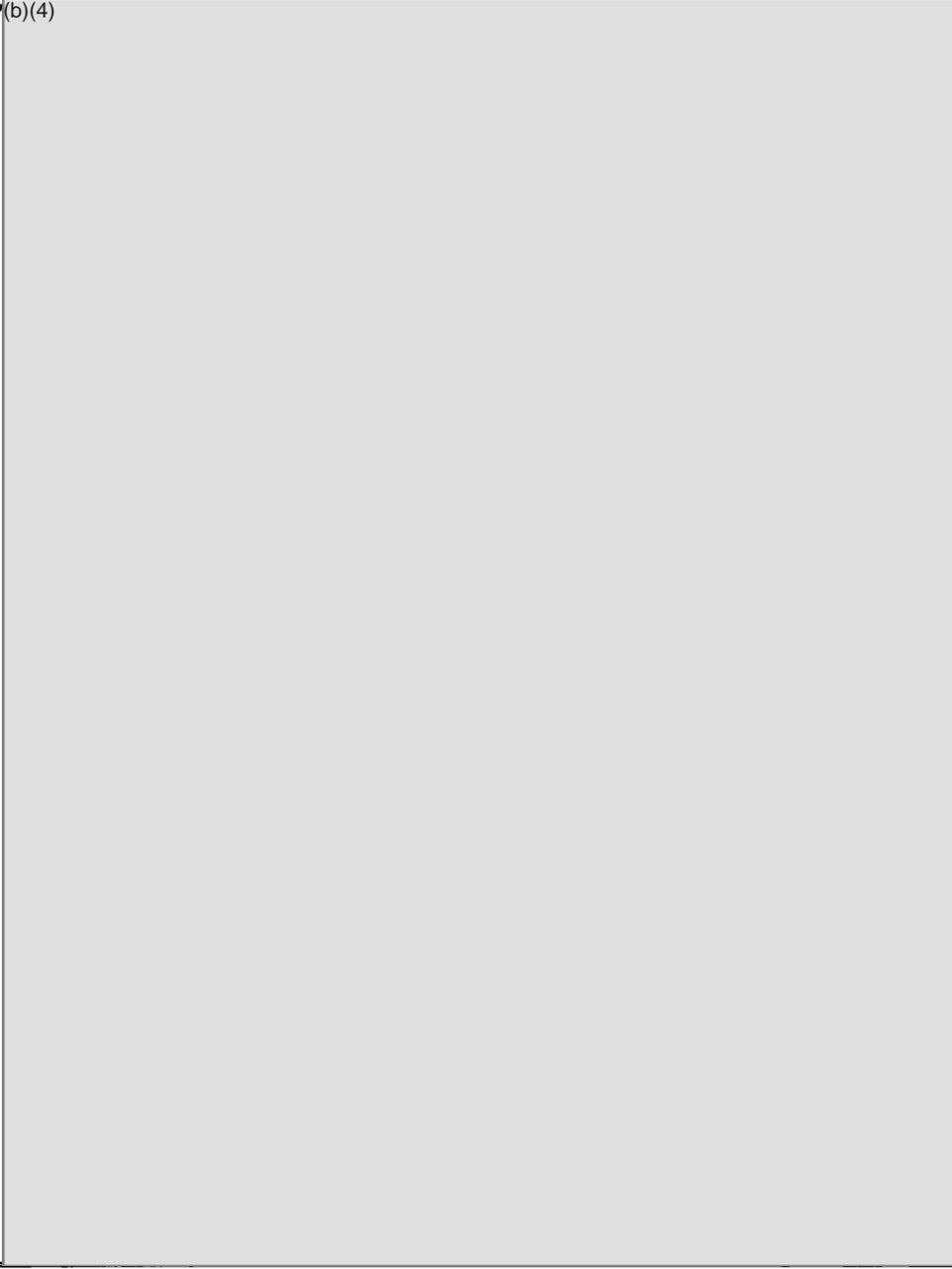
*DP Specifications Data Dictionary*

(b)(4)



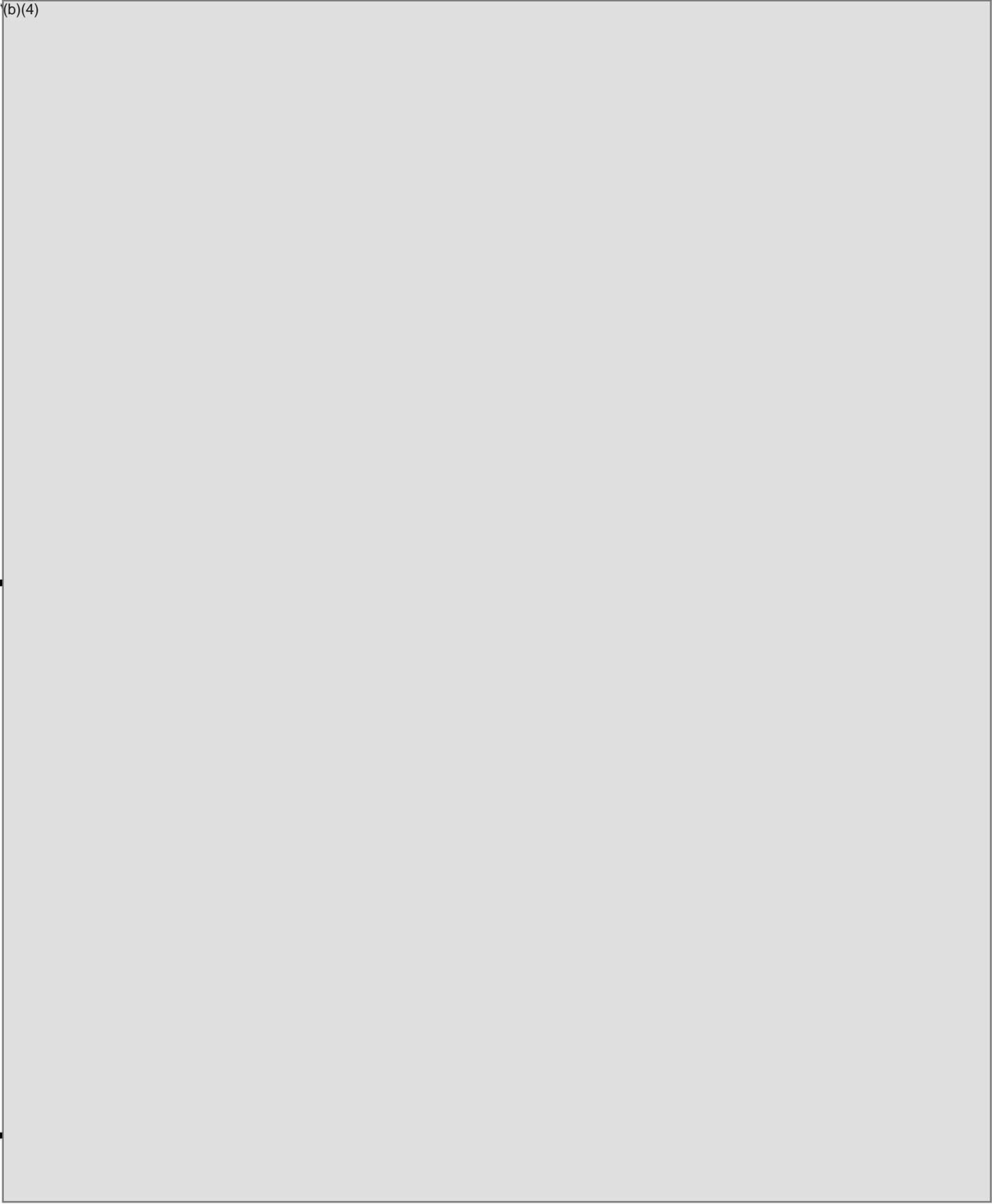
*DP Specifications Data Dictionary*

(b)(4)



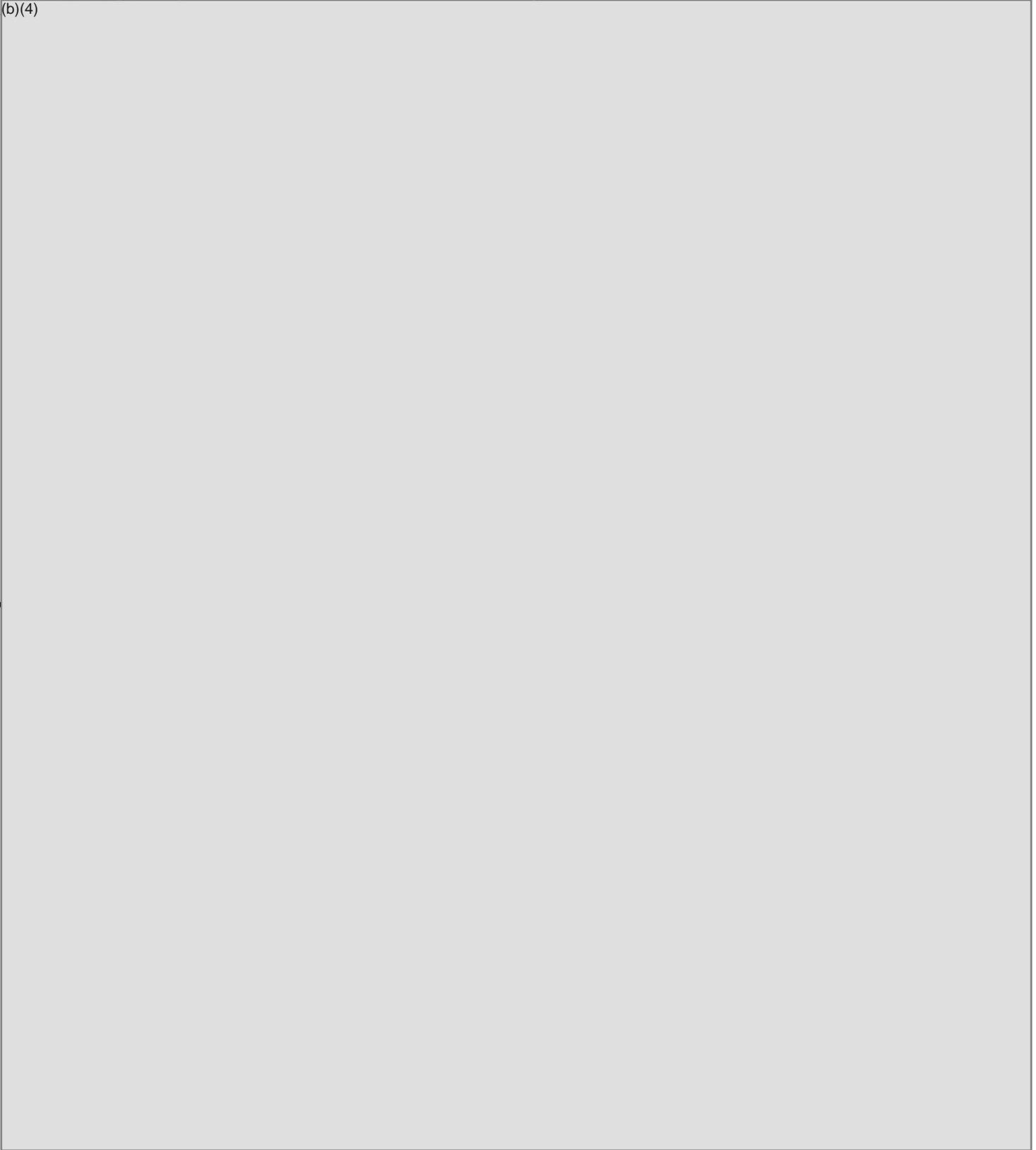
# *DP Specifications Data Dictionary*

(b)(4)



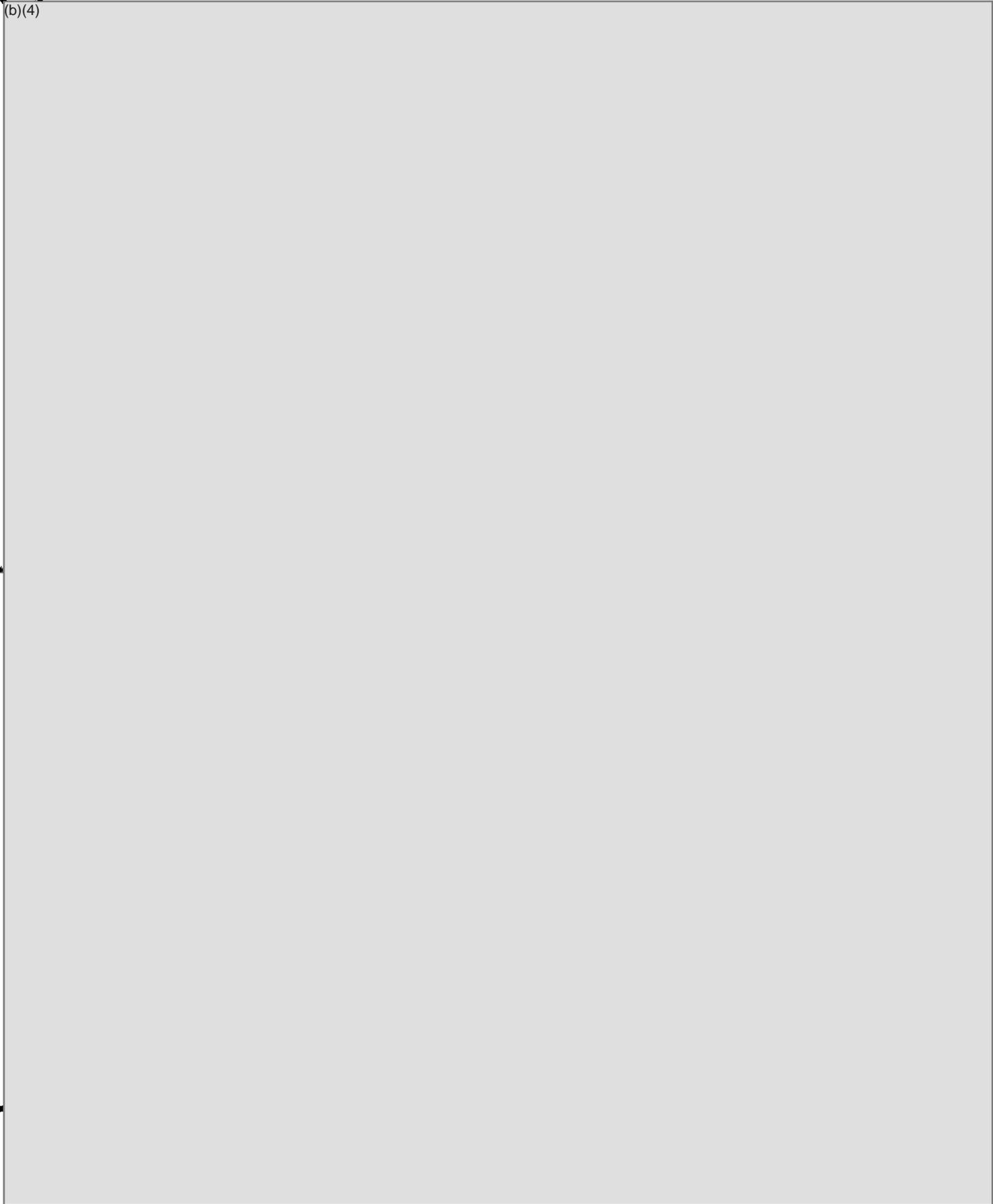
***DP Specifications Data Dictionary***

(b)(4)



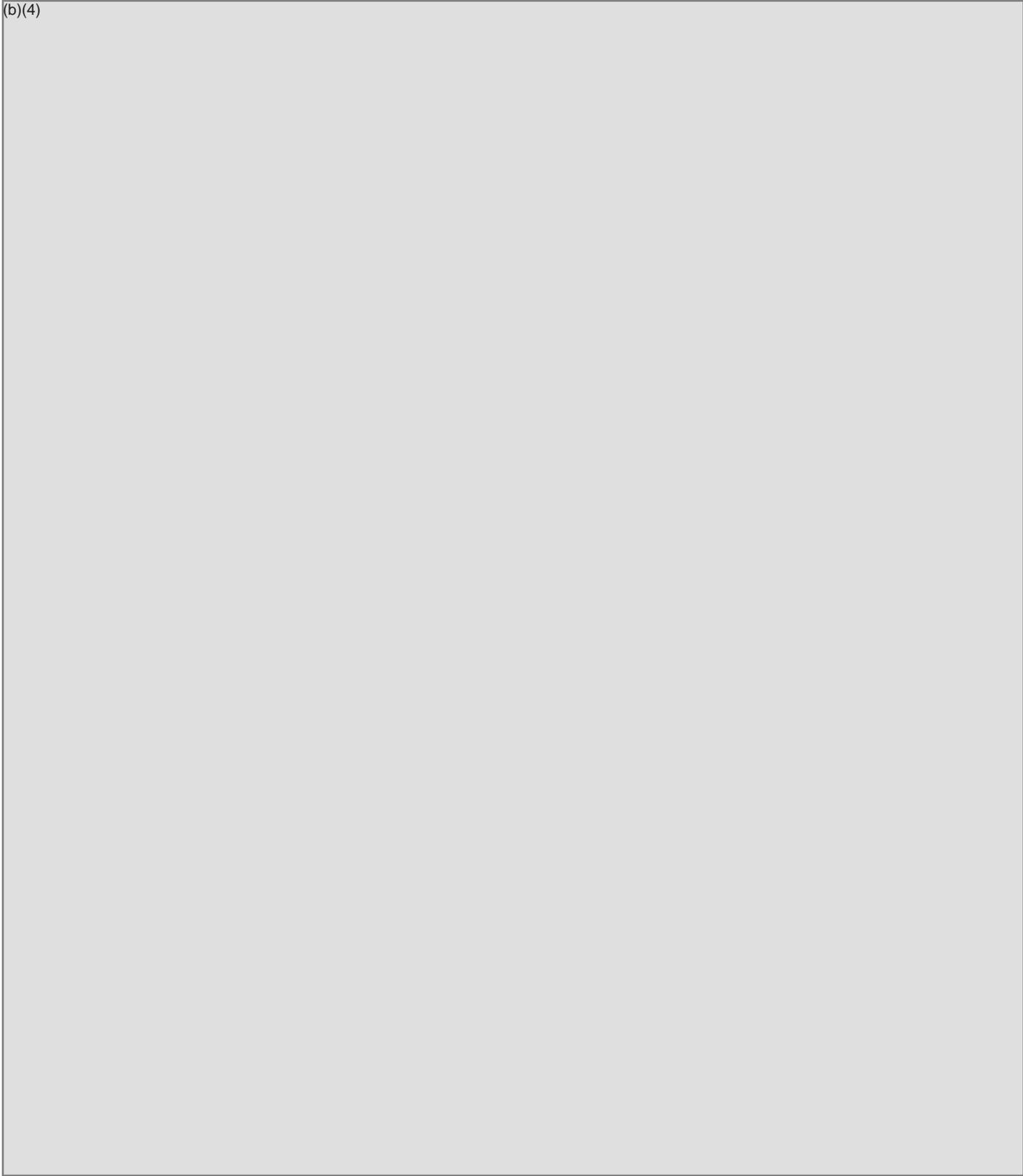
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(b)(4)



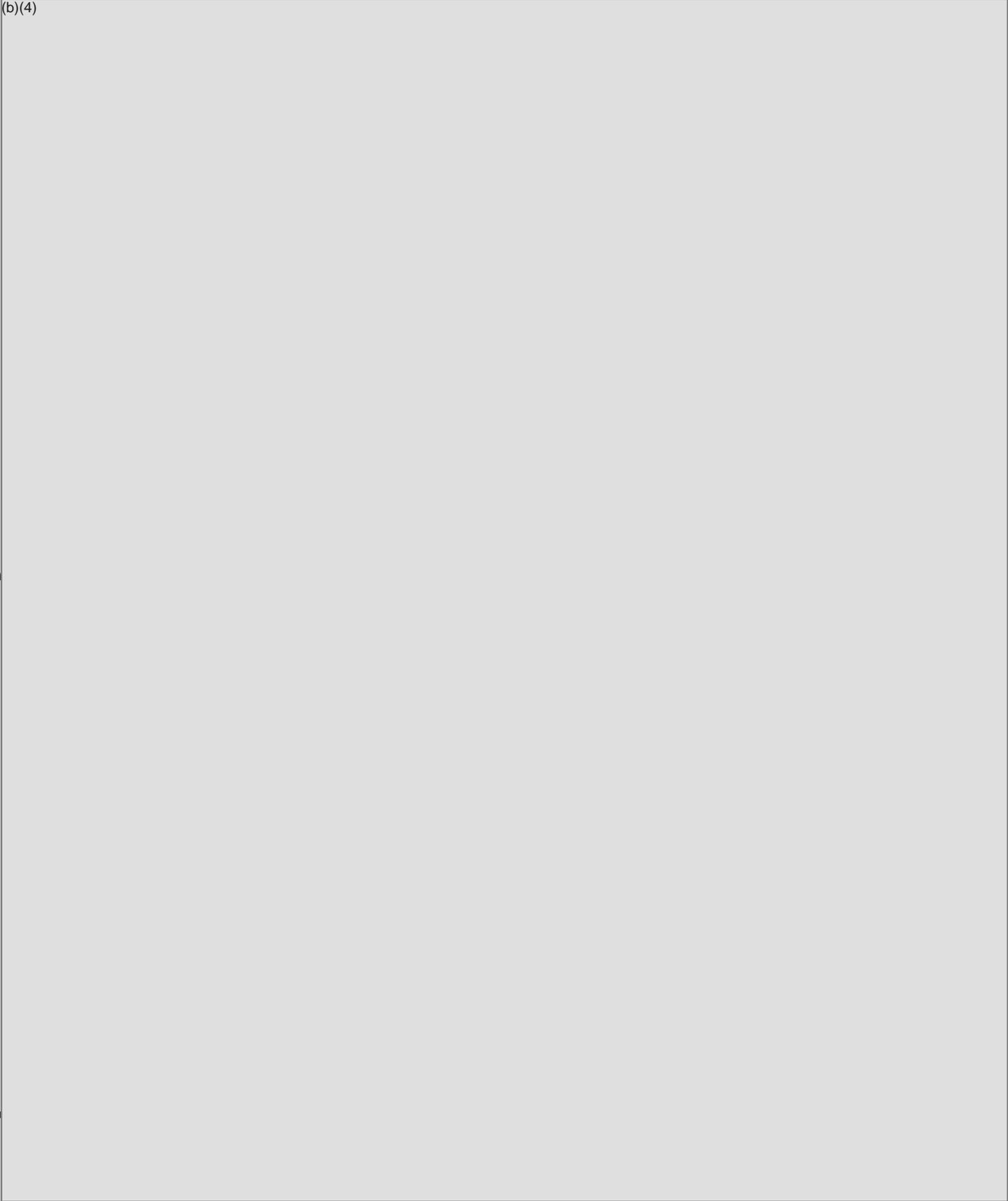
## *DP Specifications Data Dictionary*

(b)(4)



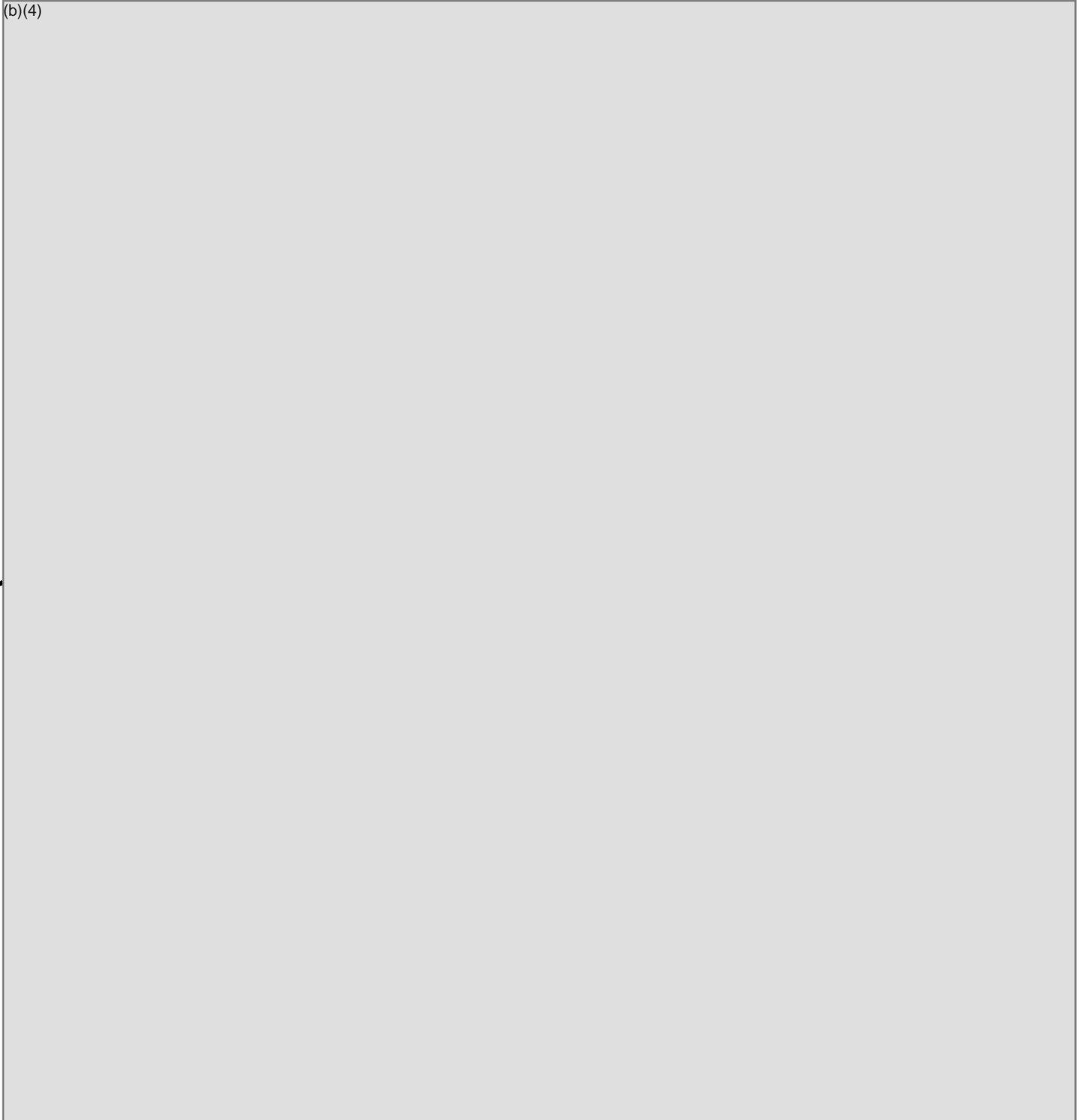
## *DP Specifications Data Dictionary*

(b)(4)



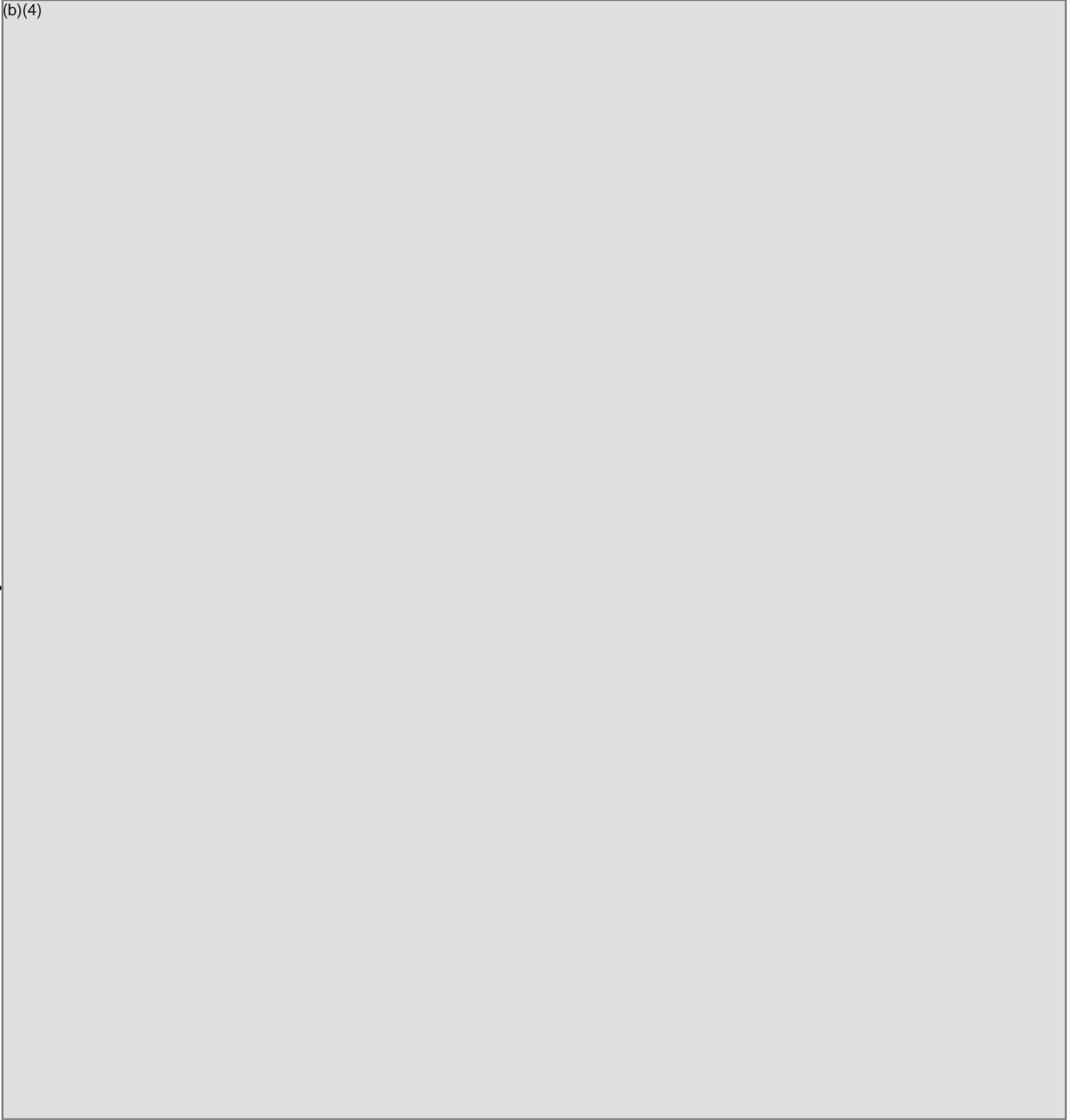
*DP Specifications Data Dictionary*

(b)(4)



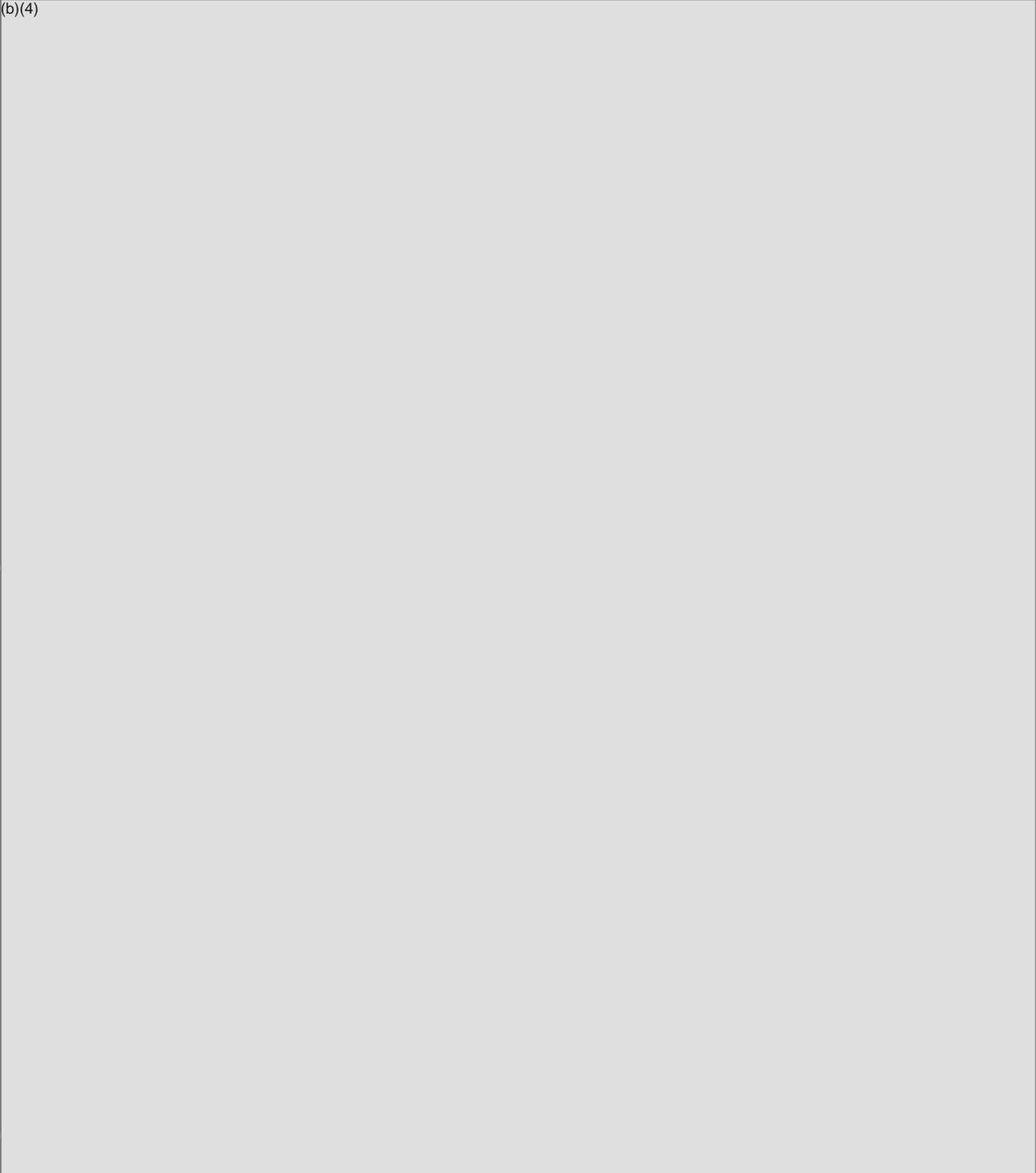
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(b)(4)



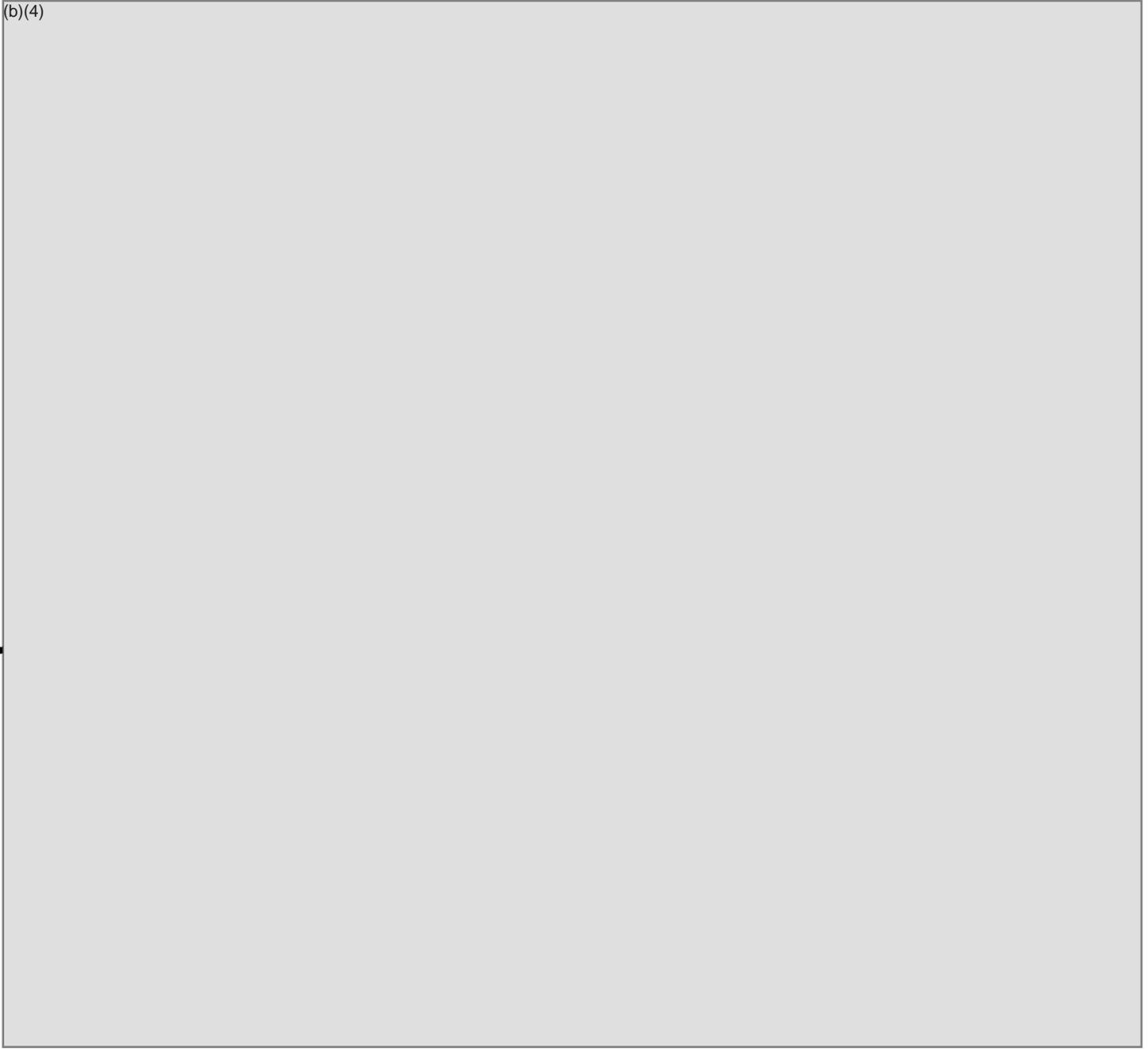
## *DP Specifications Data Dictionary*

(b)(4)



## *DP Specifications Data Dictionary*

(b)(4)



# DP Specifications Data Dictionary

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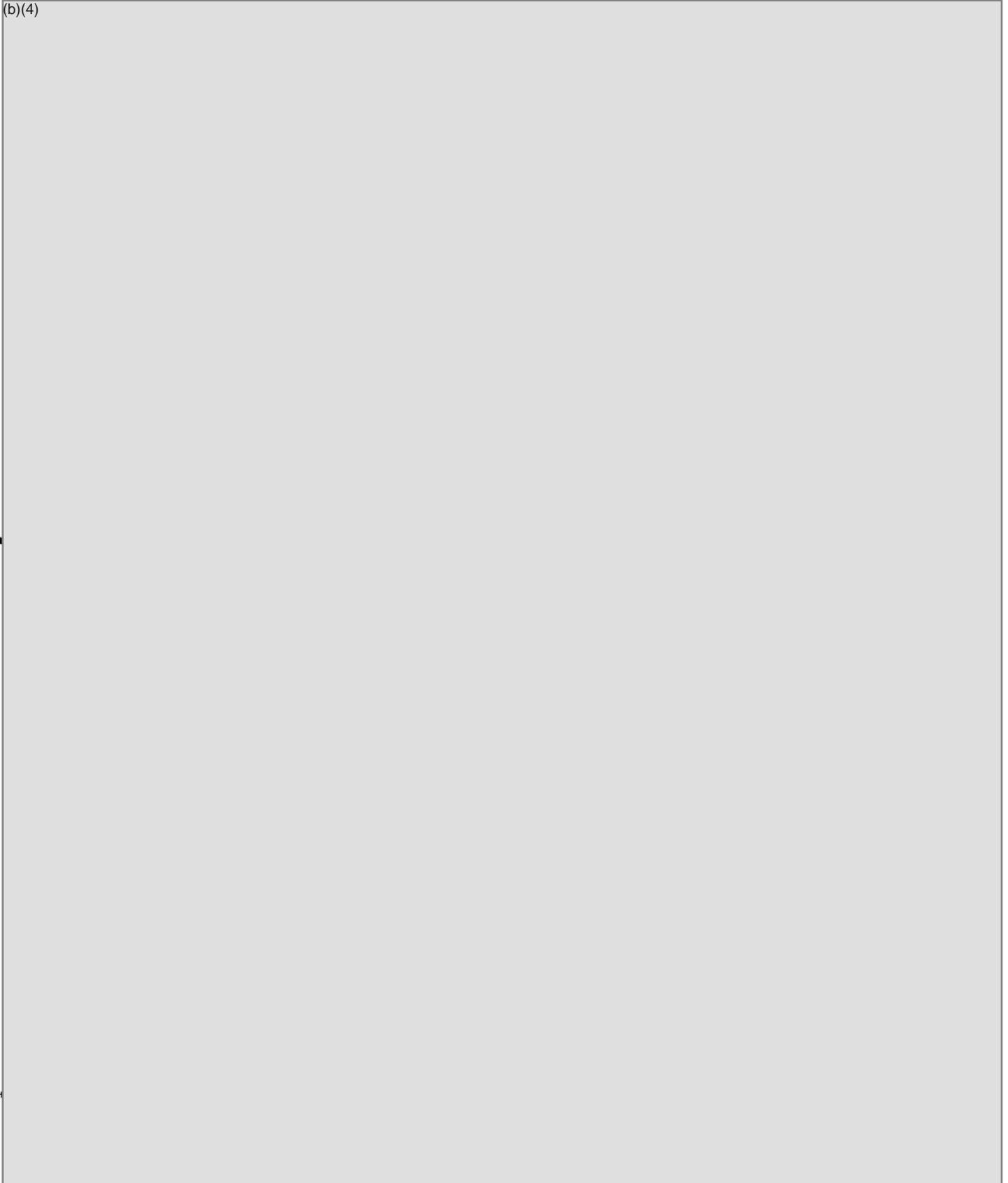
**Data Element Name**     *PATIENT'S NAME*

(b)(4)



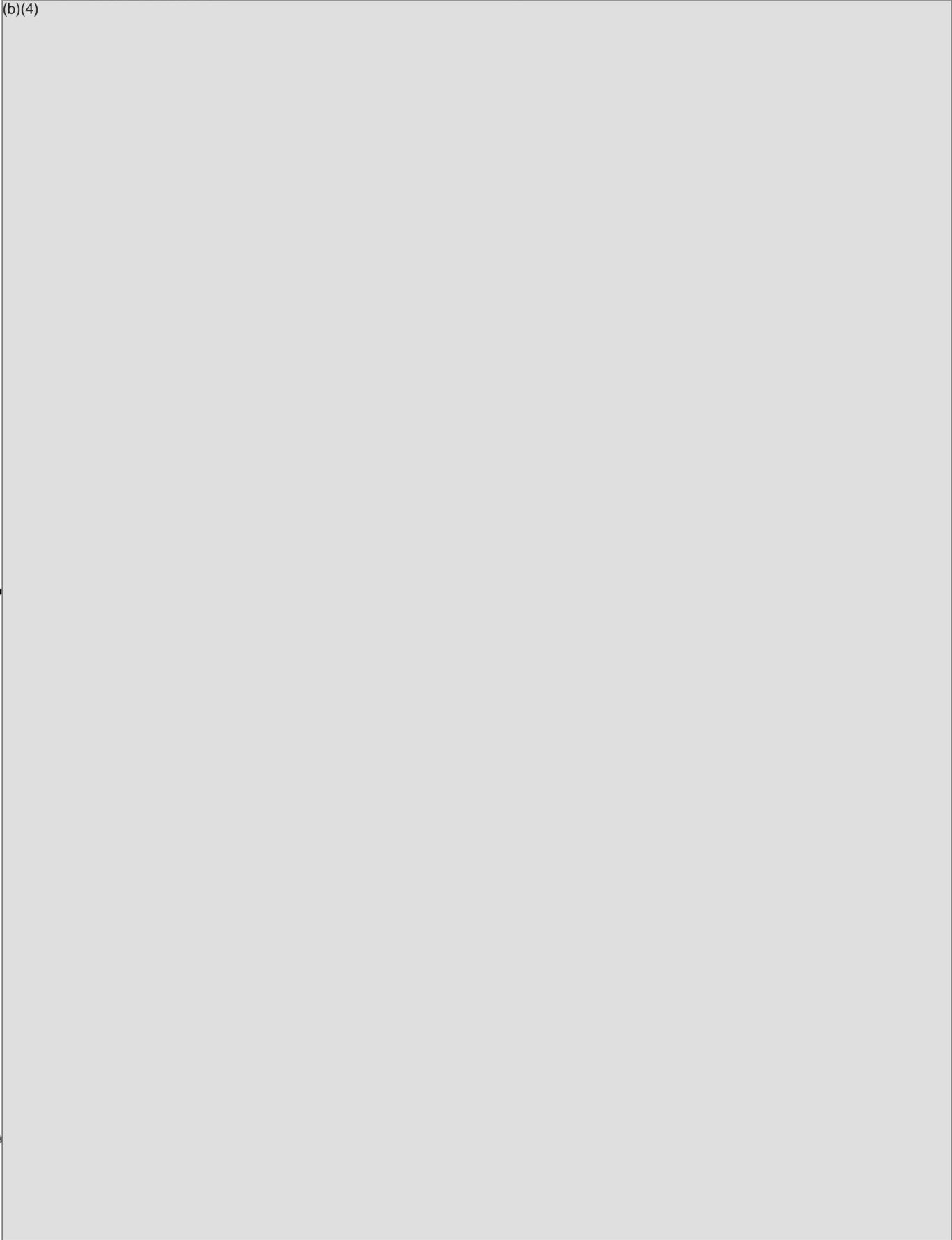
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(b)(4)



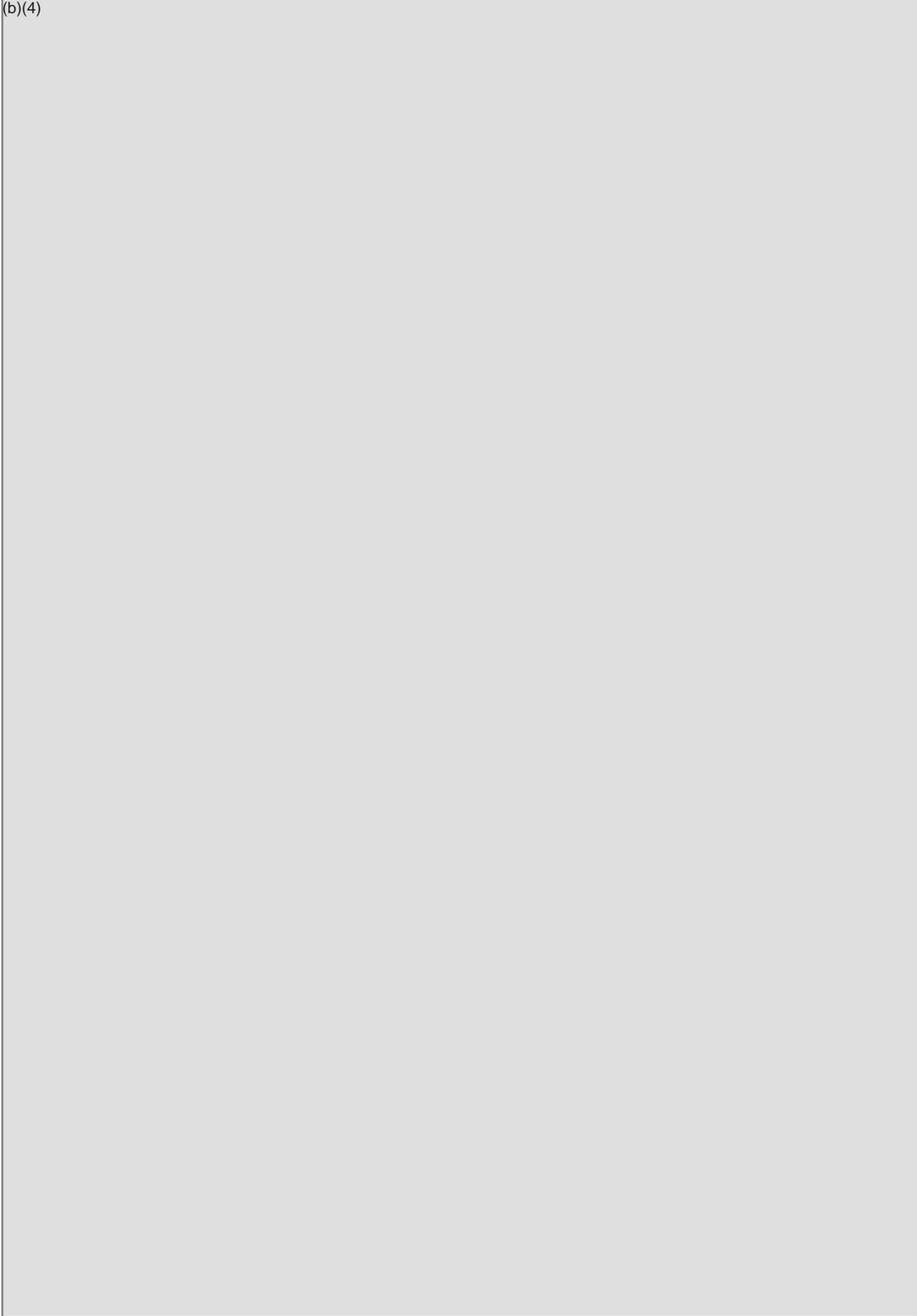
*IP Specifications Data Dictionary*

(b)(4)



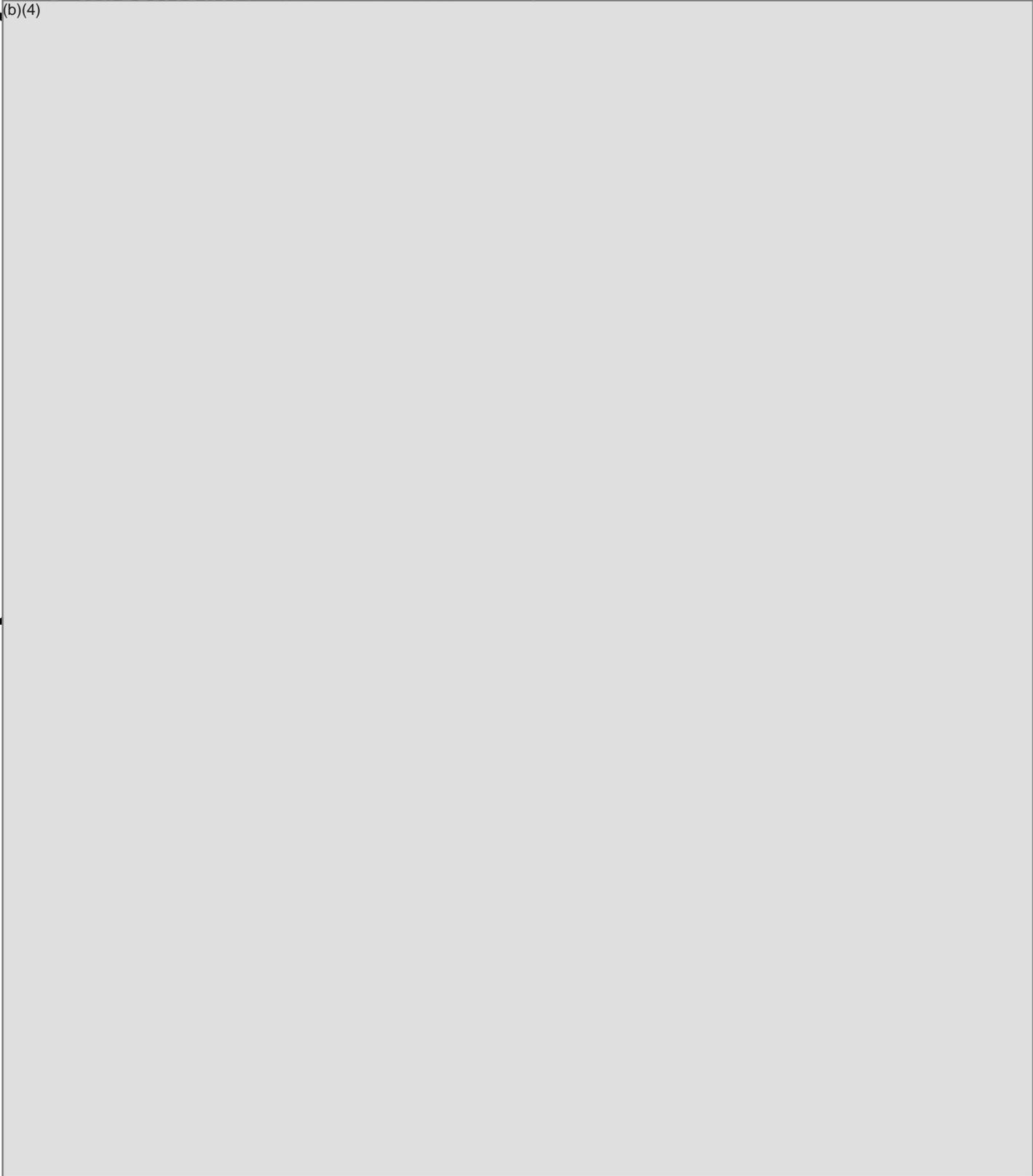
# *DP Specifications Data Dictionary*

(b)(4)



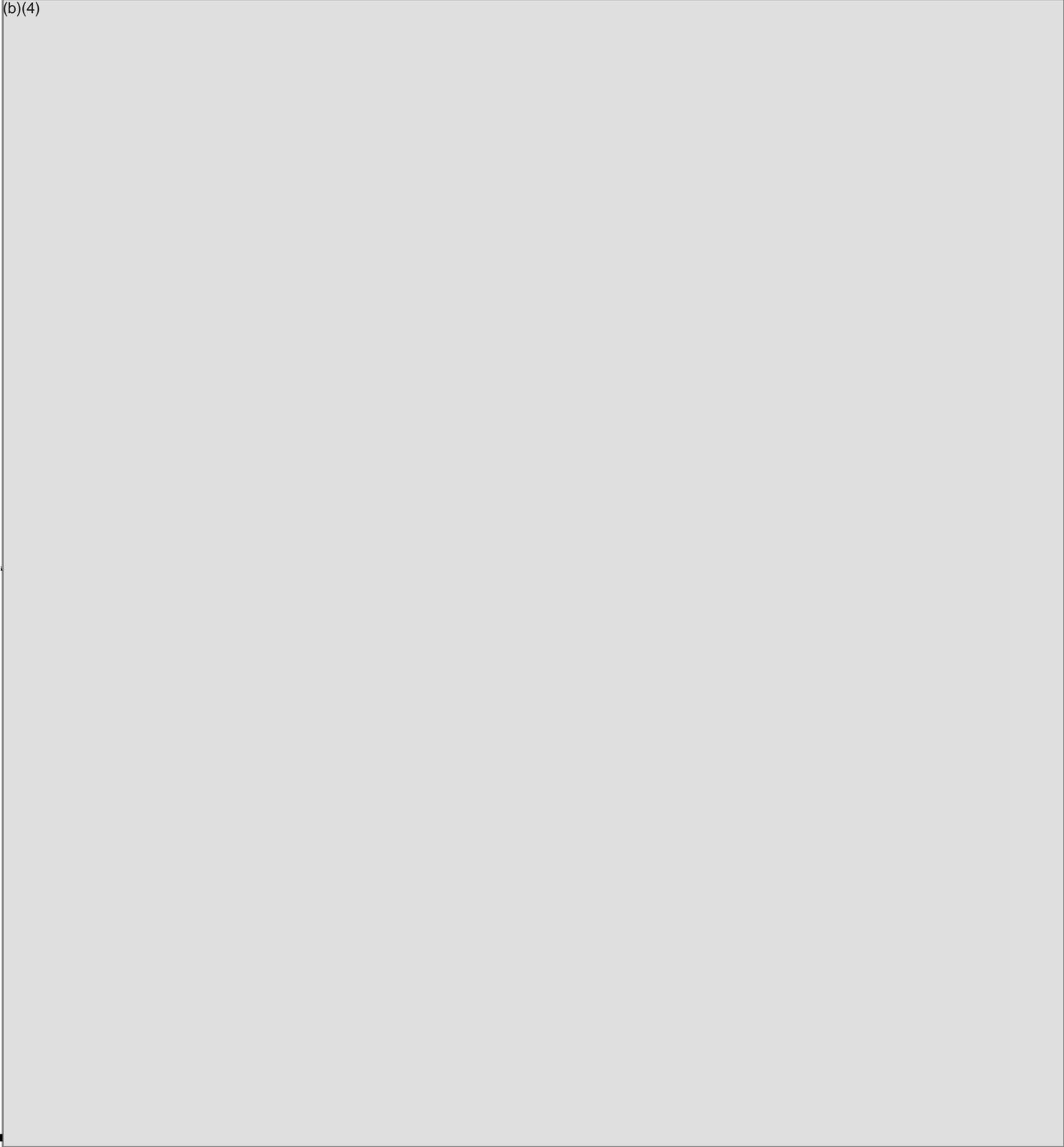
*IP Specifications Data Dictionary*

(b)(4)



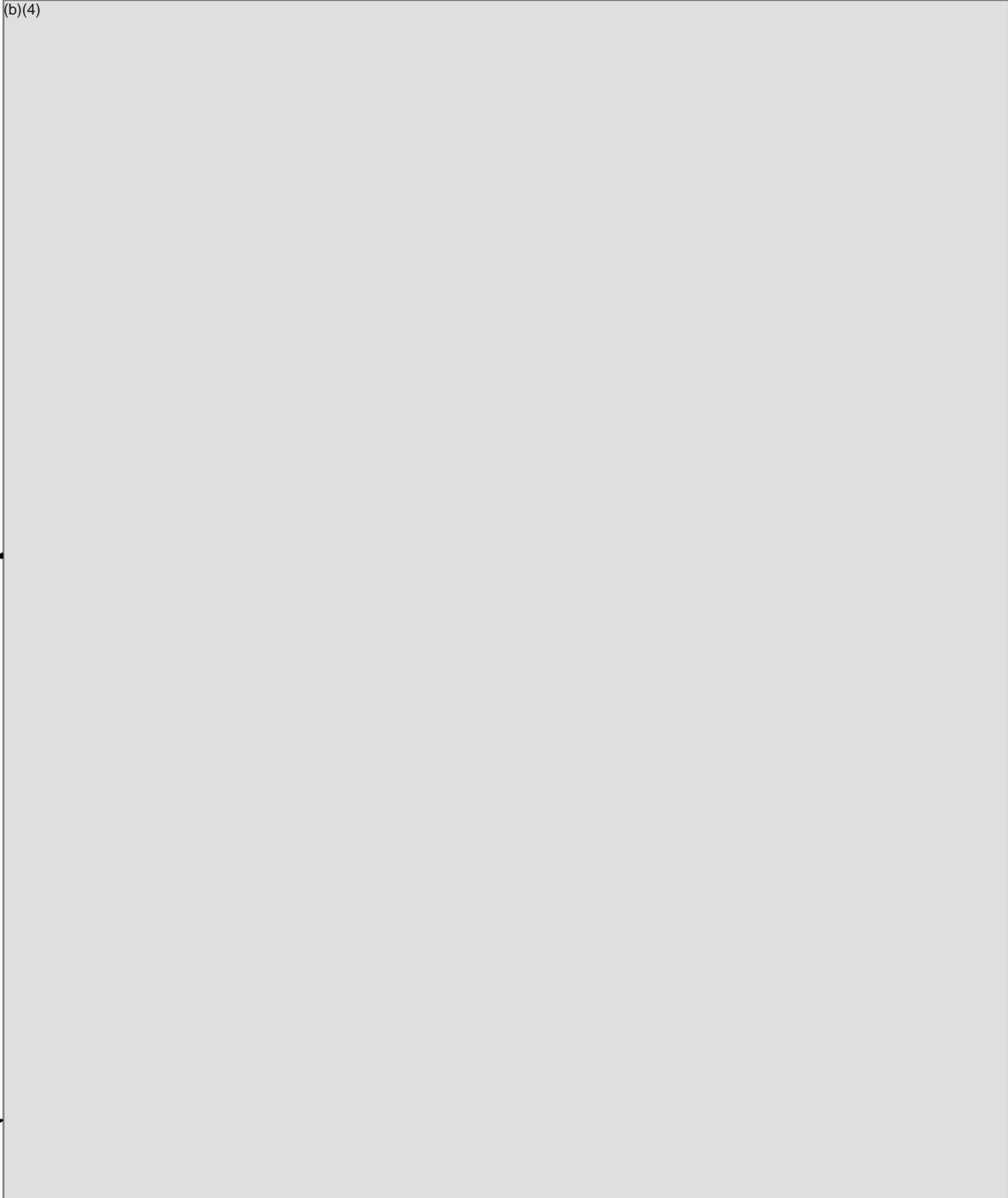
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(b)(4)



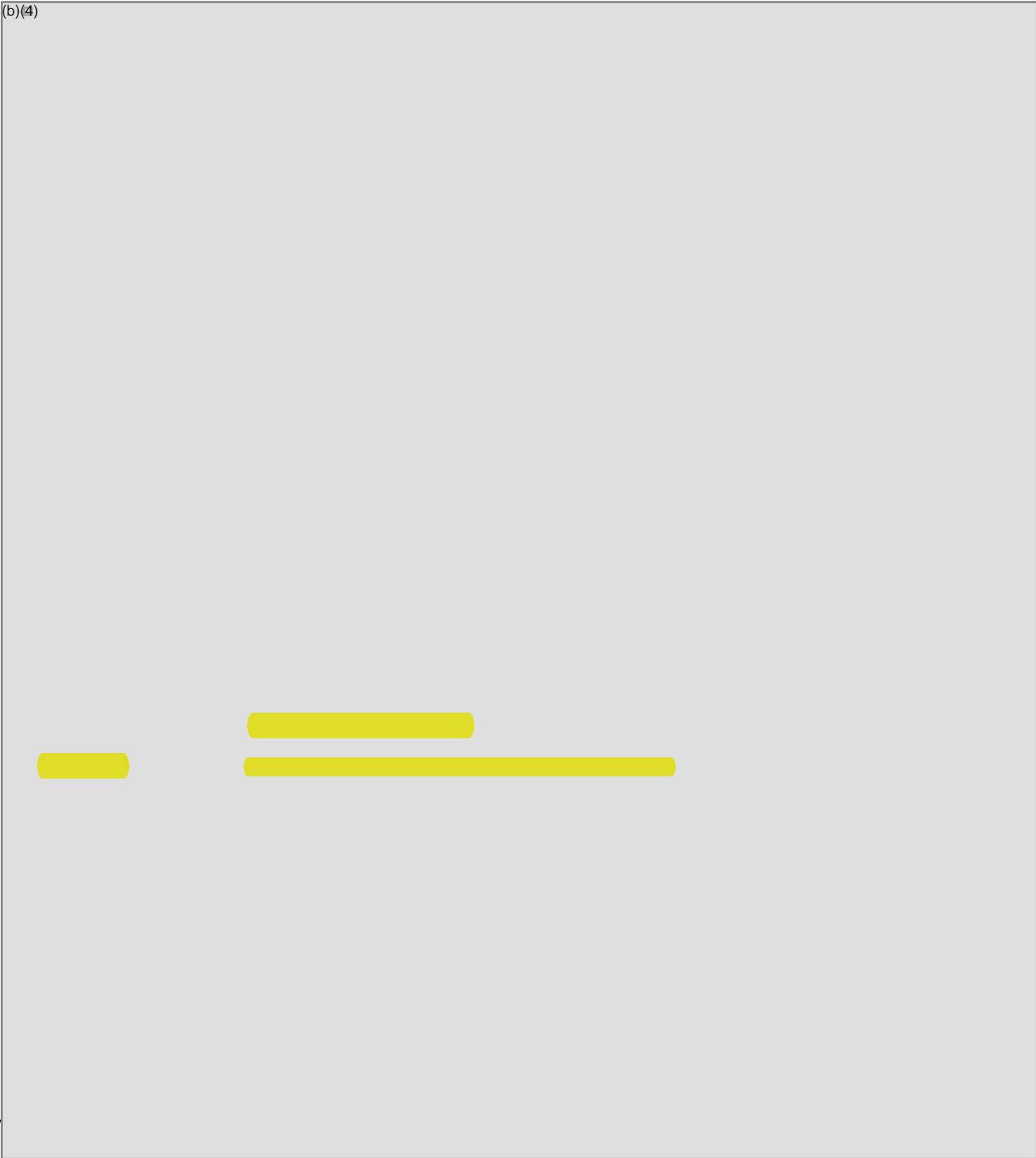
*DP Specifications Data Dictionary*

(b)(4)



*OP Specifications Data Dictionary*

(b)(4)



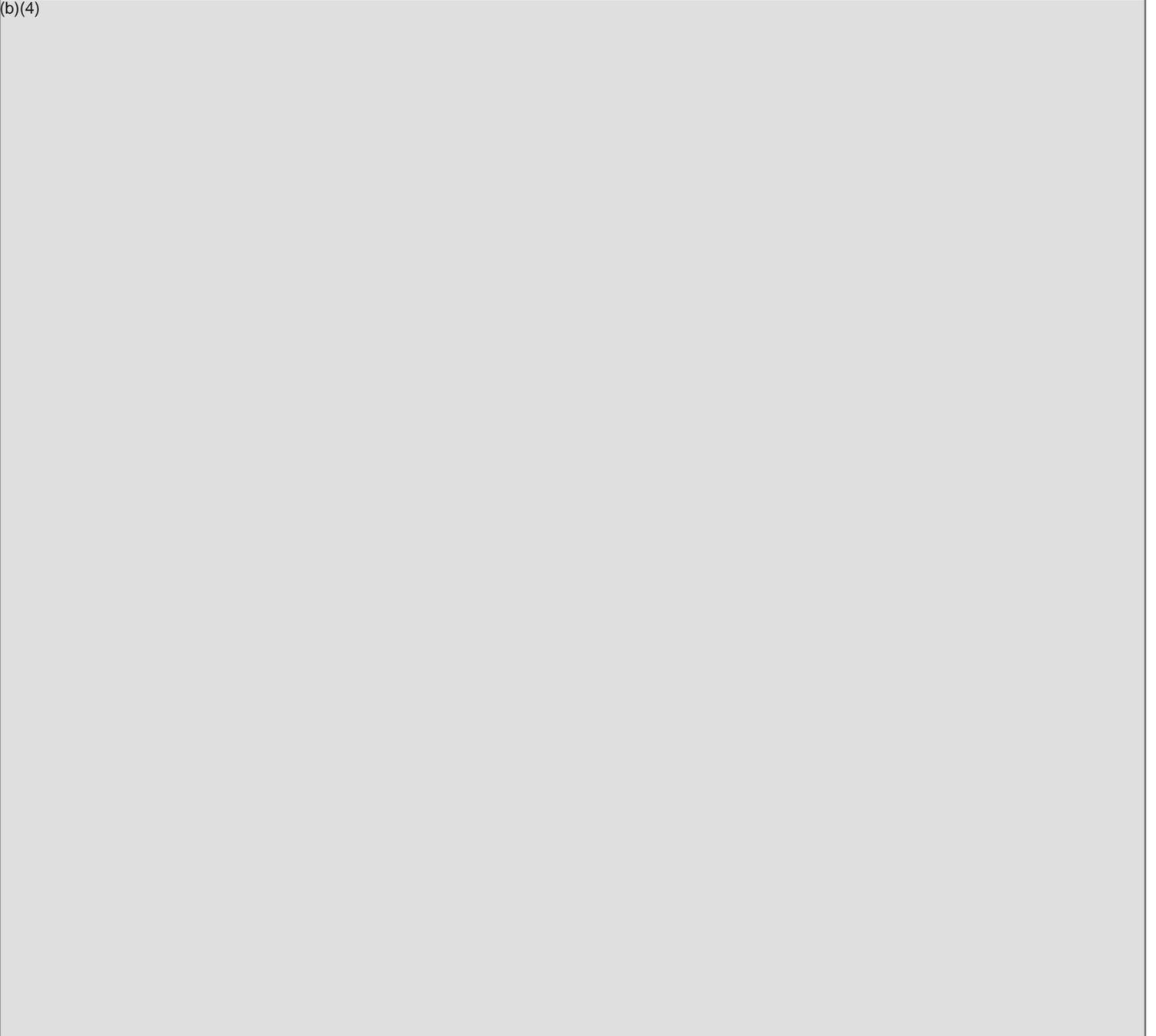
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(b)(4)



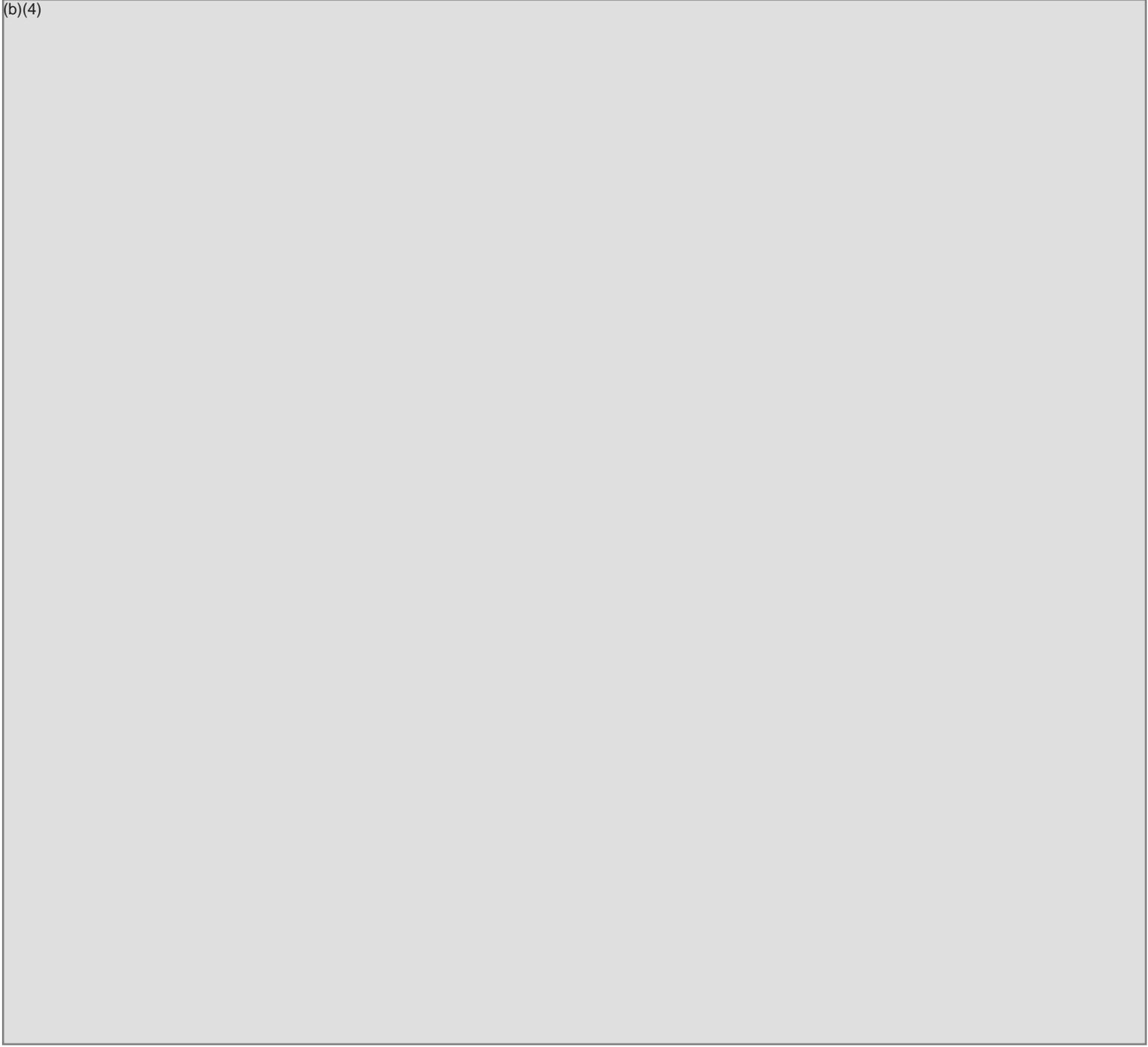
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(b)(4)



## *DP Specifications Data Dictionary*

(b)(4)



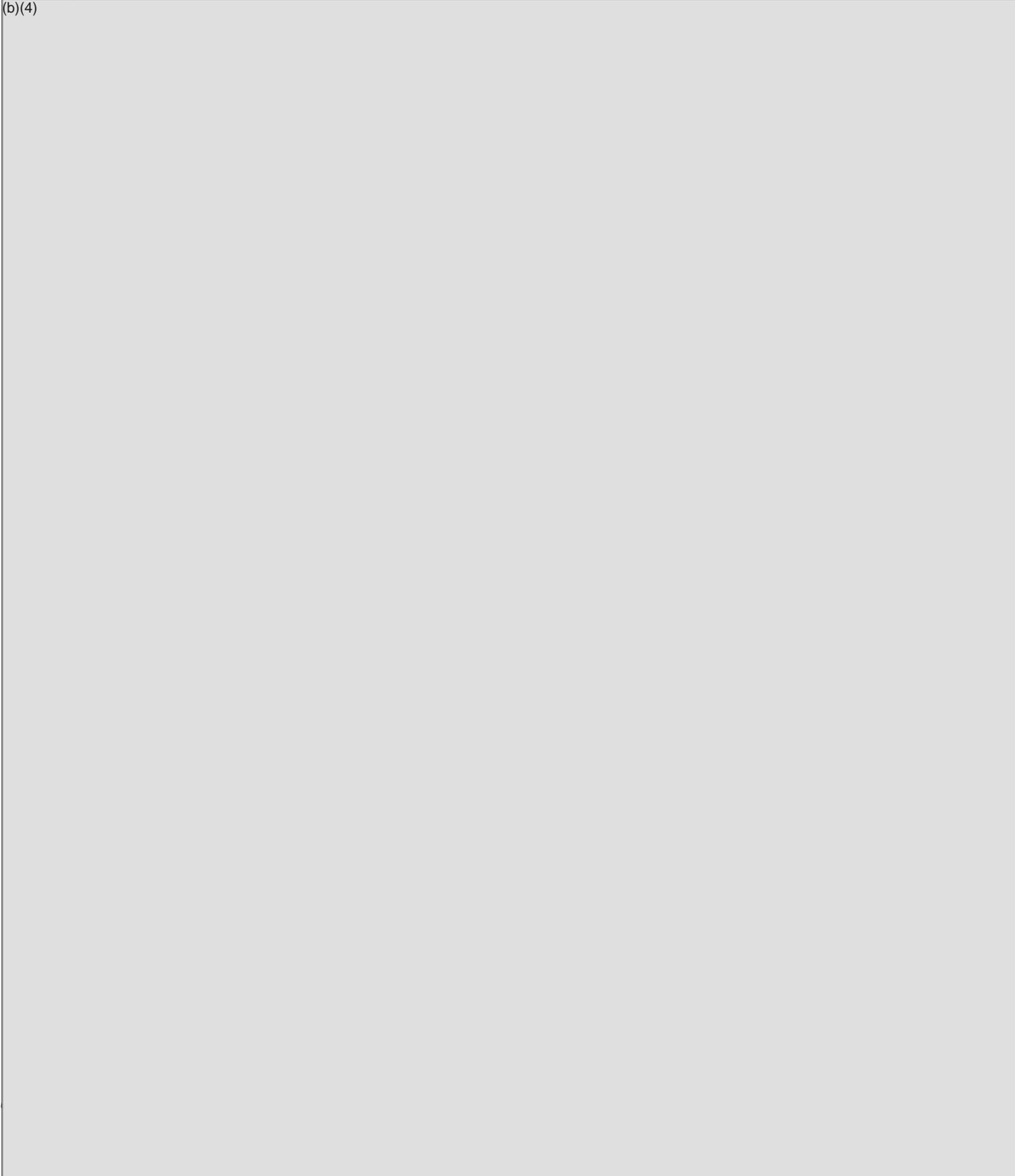
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(b)(4)



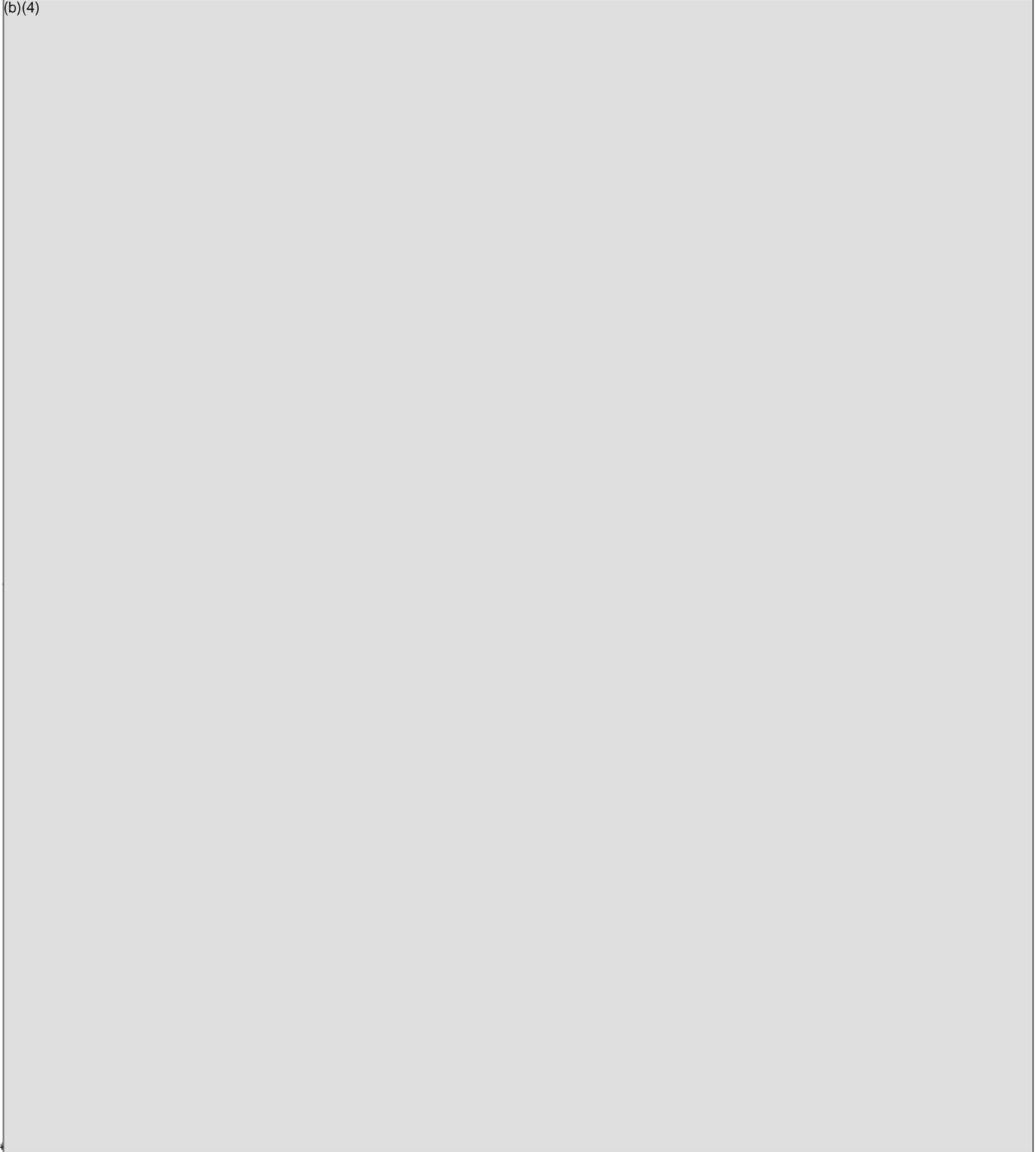
*P Specifications Data Dictionary*

(b)(4)



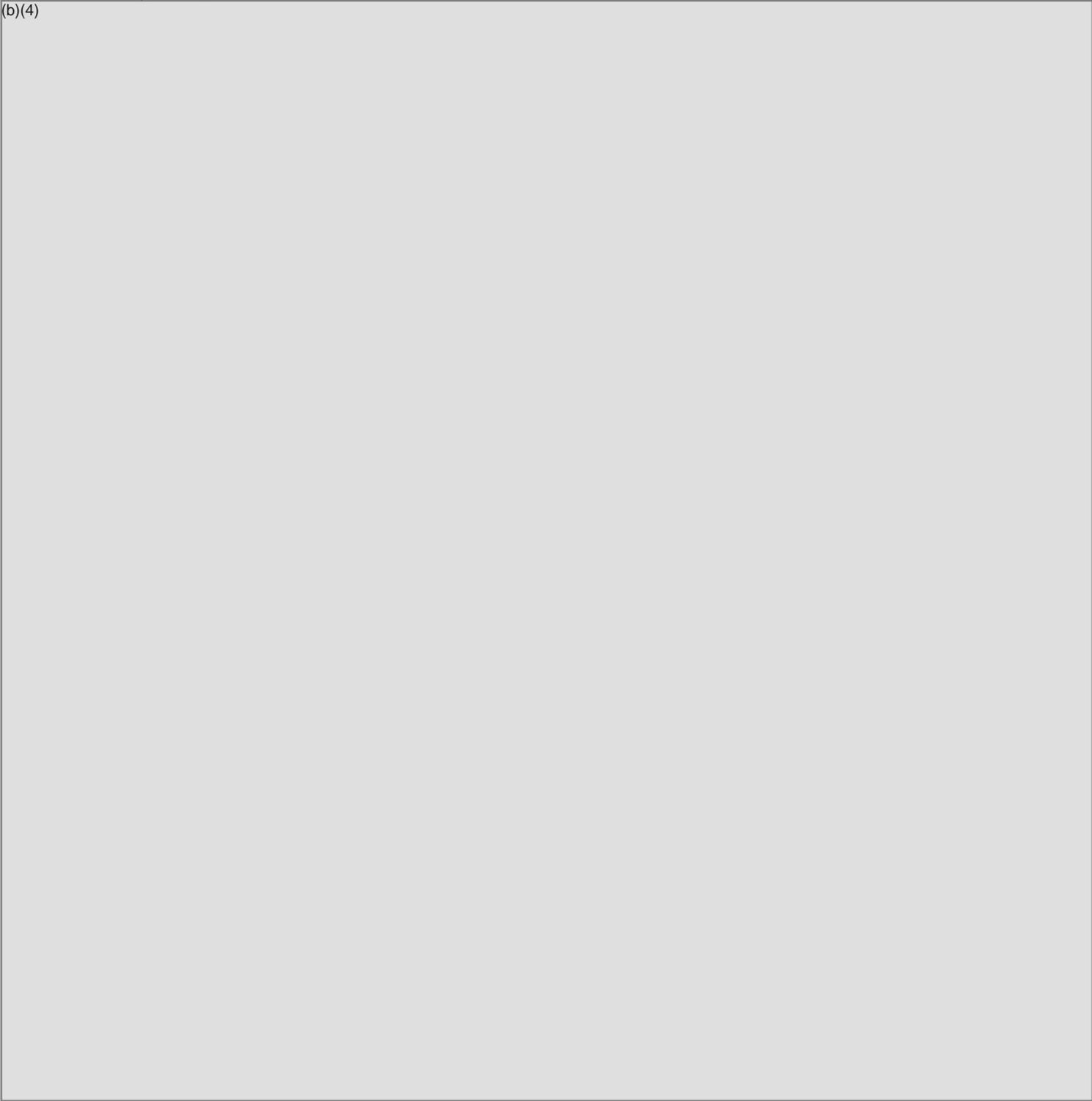
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(b)(4)



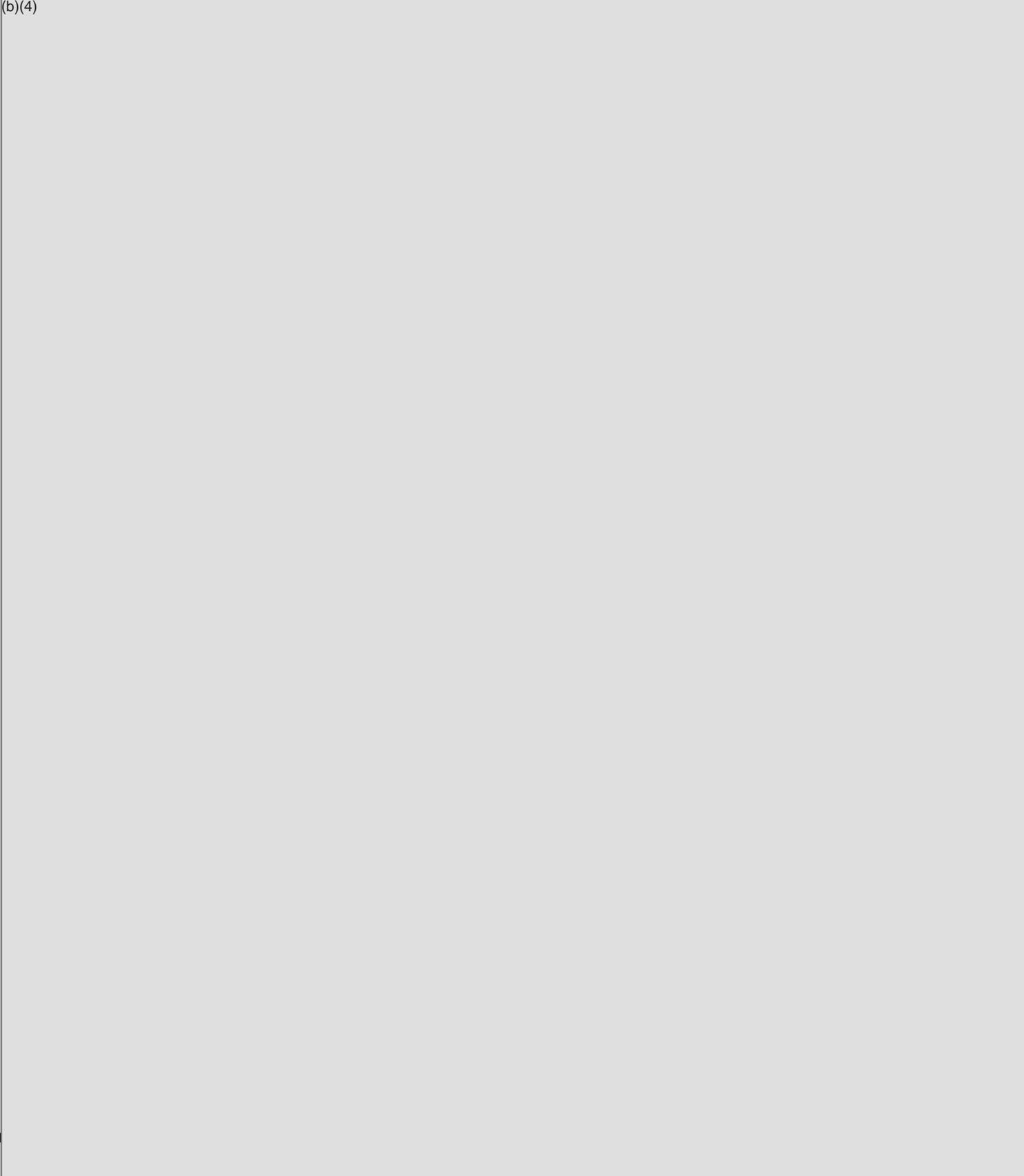
***NP Specifications Data Dictionary***

(b)(4)



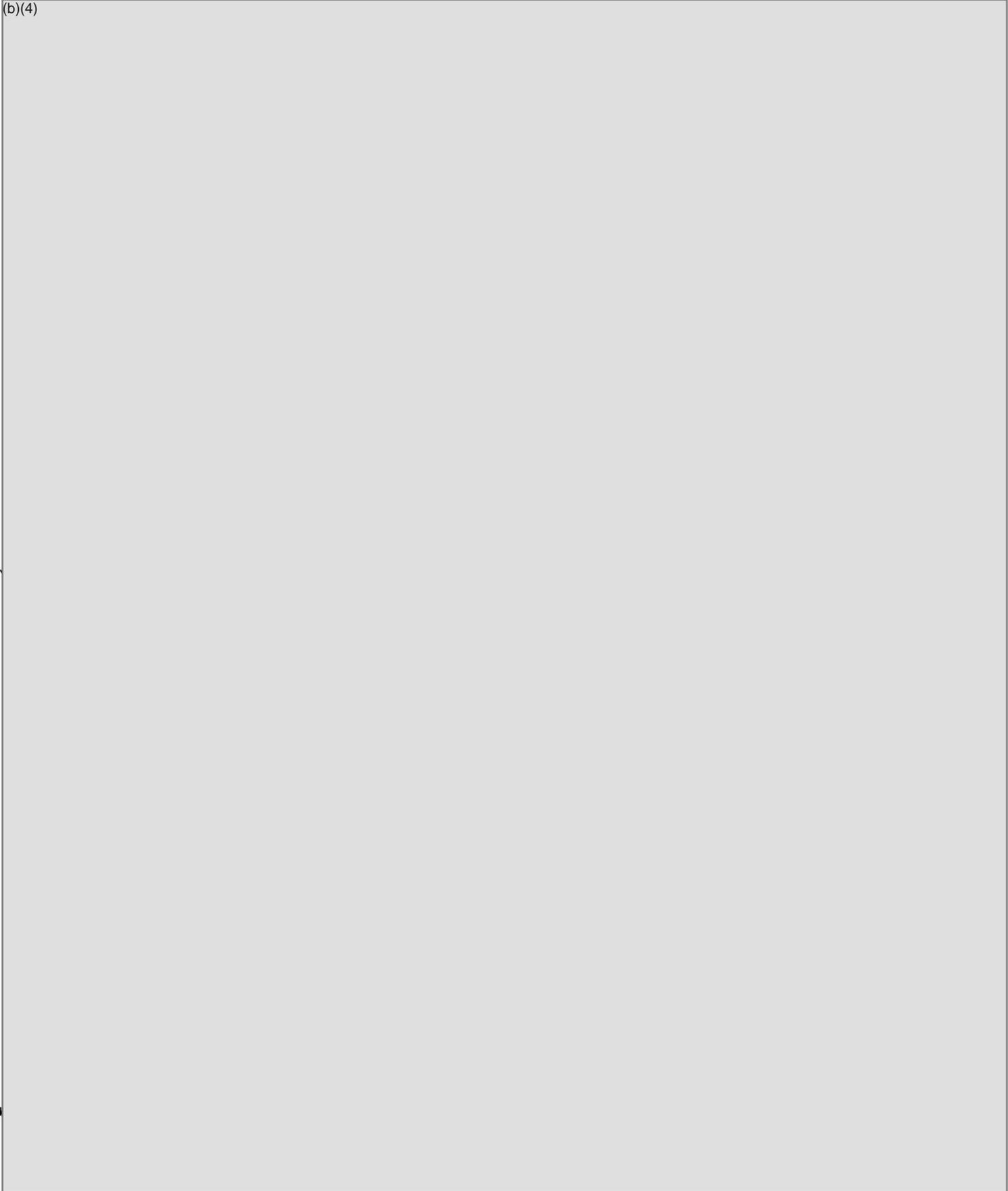
## *DP Specifications Data Dictionary*

(b)(4)



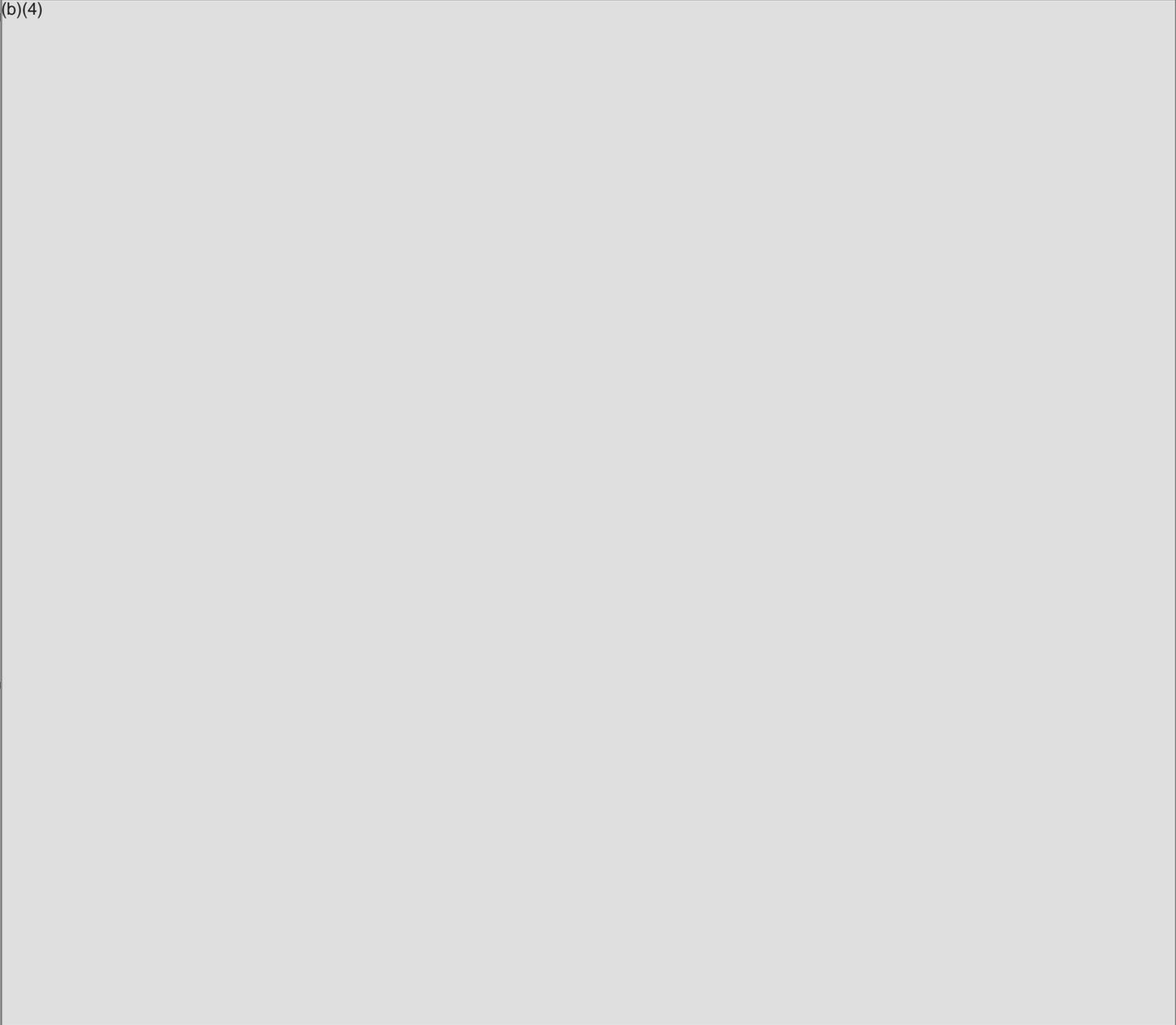
# *DP Specifications Data Dictionary*

(b)(4)



# *DP Specifications Data Dictionary*

(b)(4)



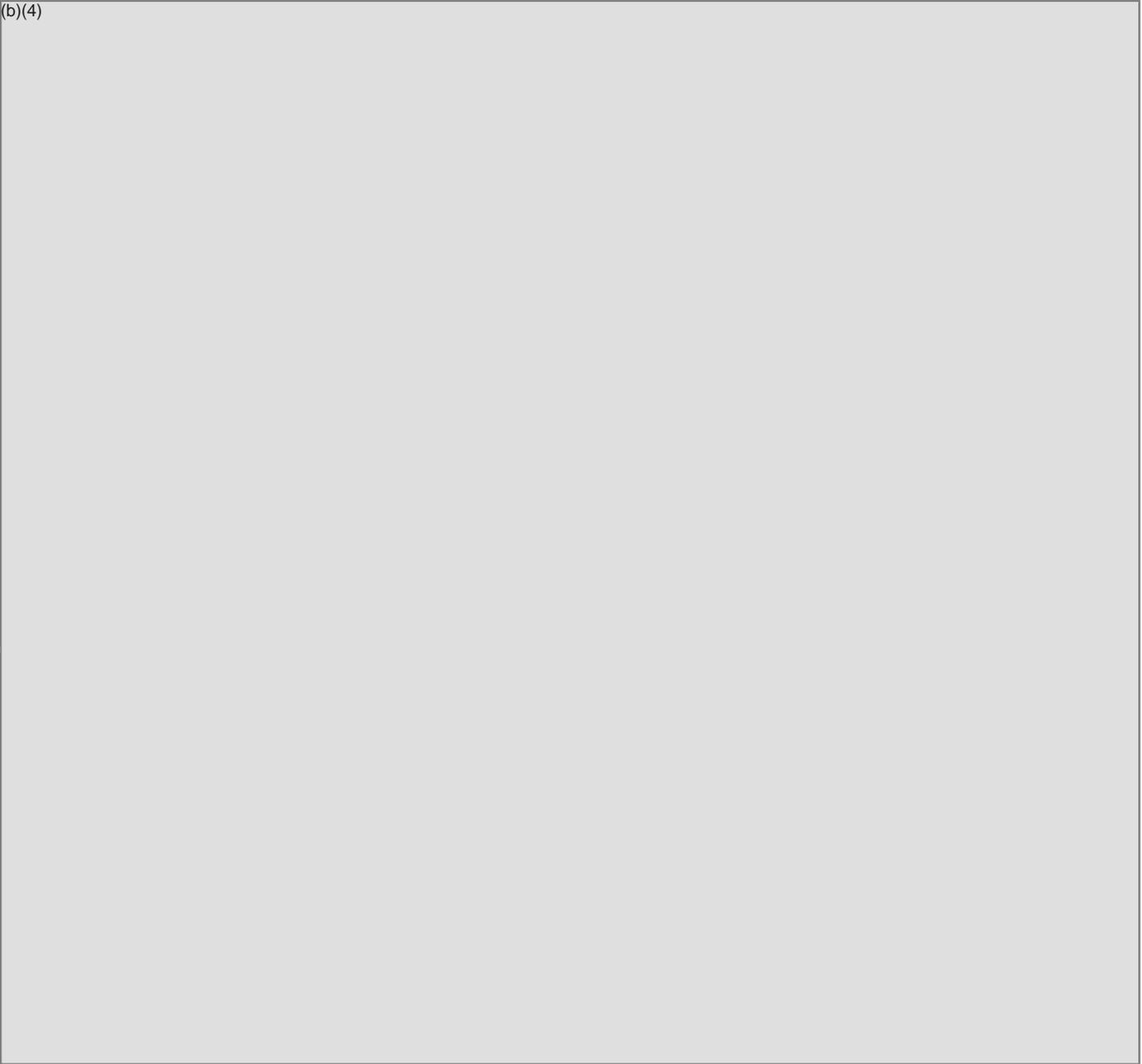
# *DP Specifications Data Dictionary*

(b)(4)

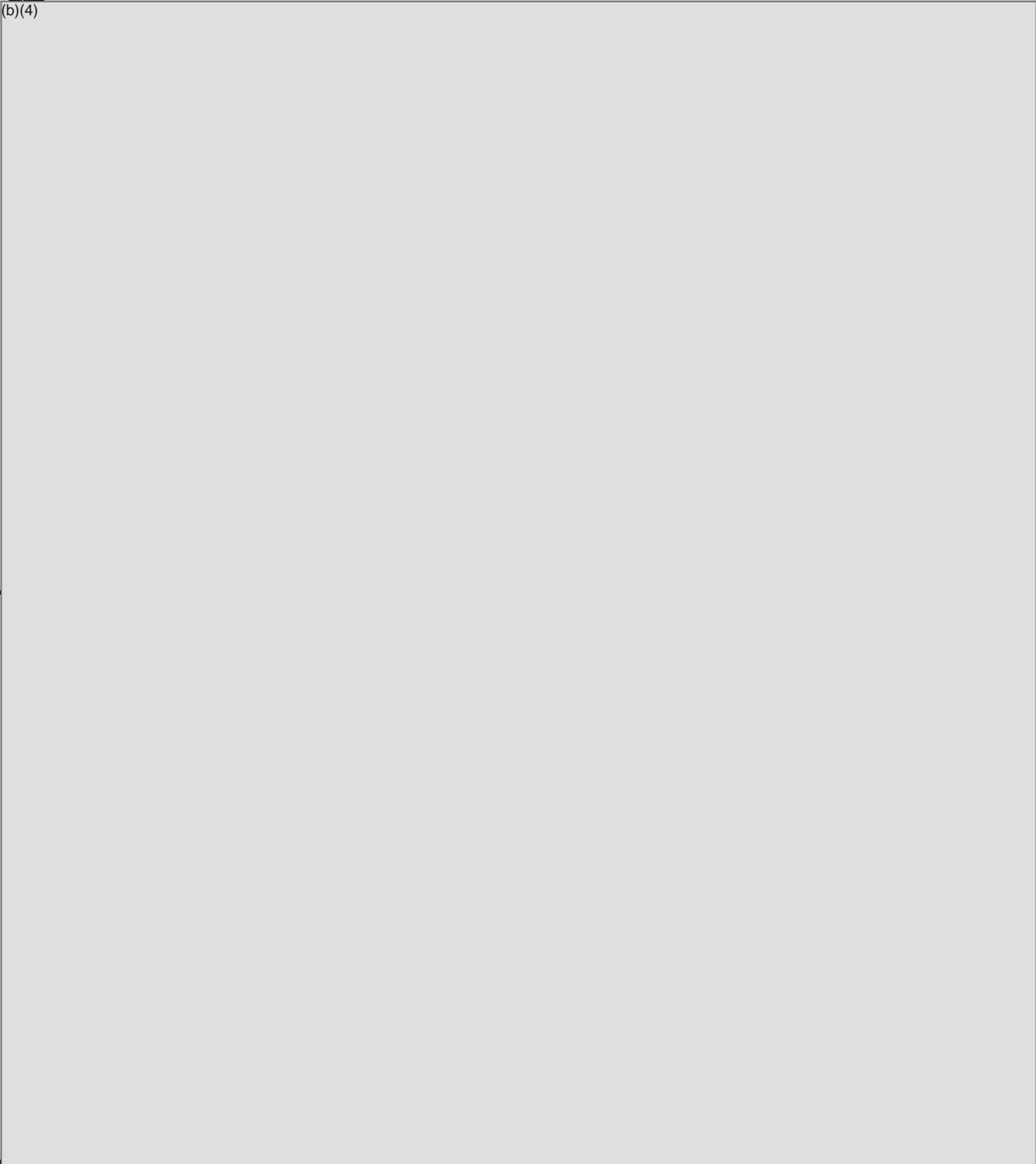


*SP Specifications Data Dictionary*

(b)(4)



*NP Specifications Data Dictionary*



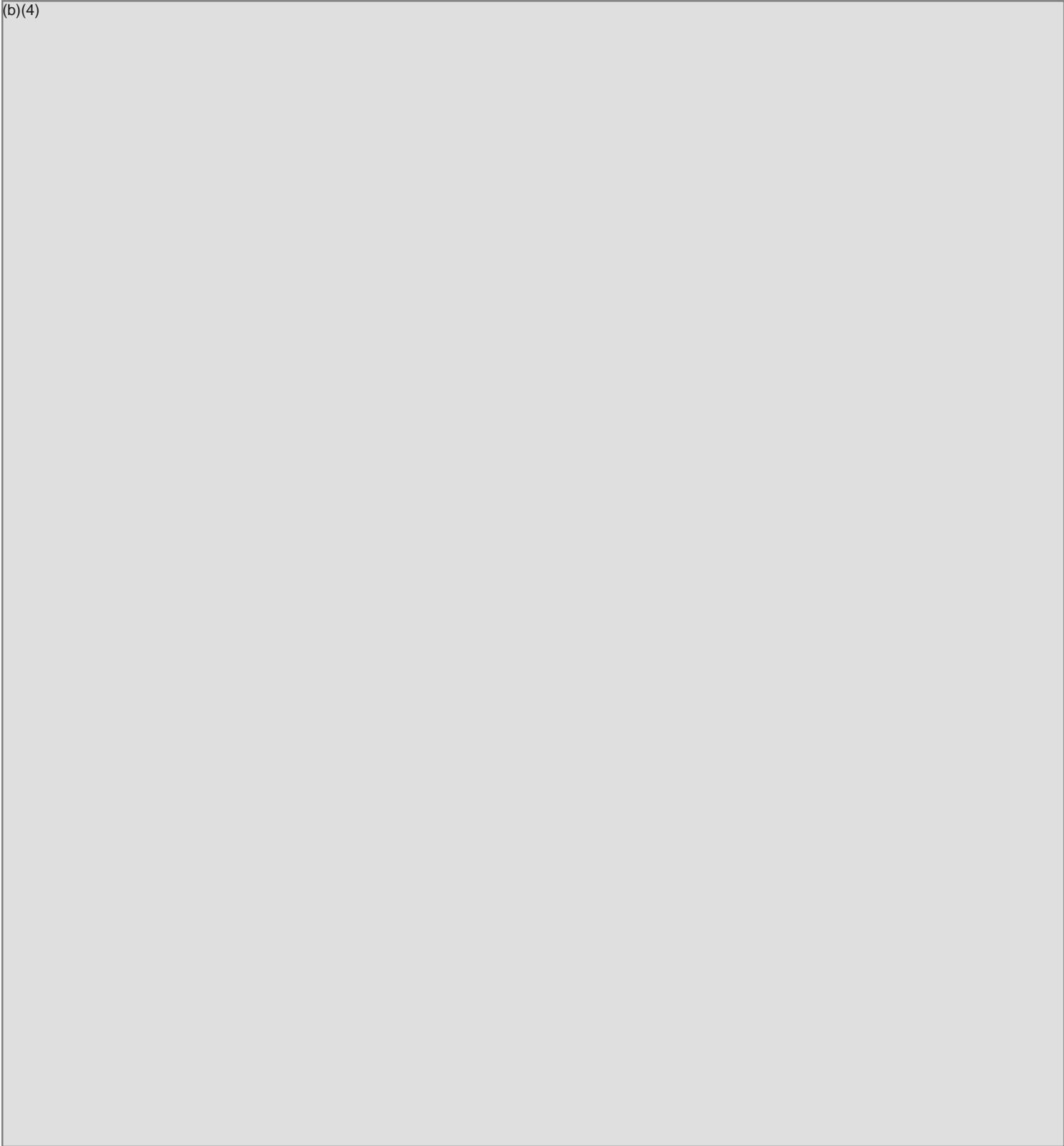
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(b)(4)



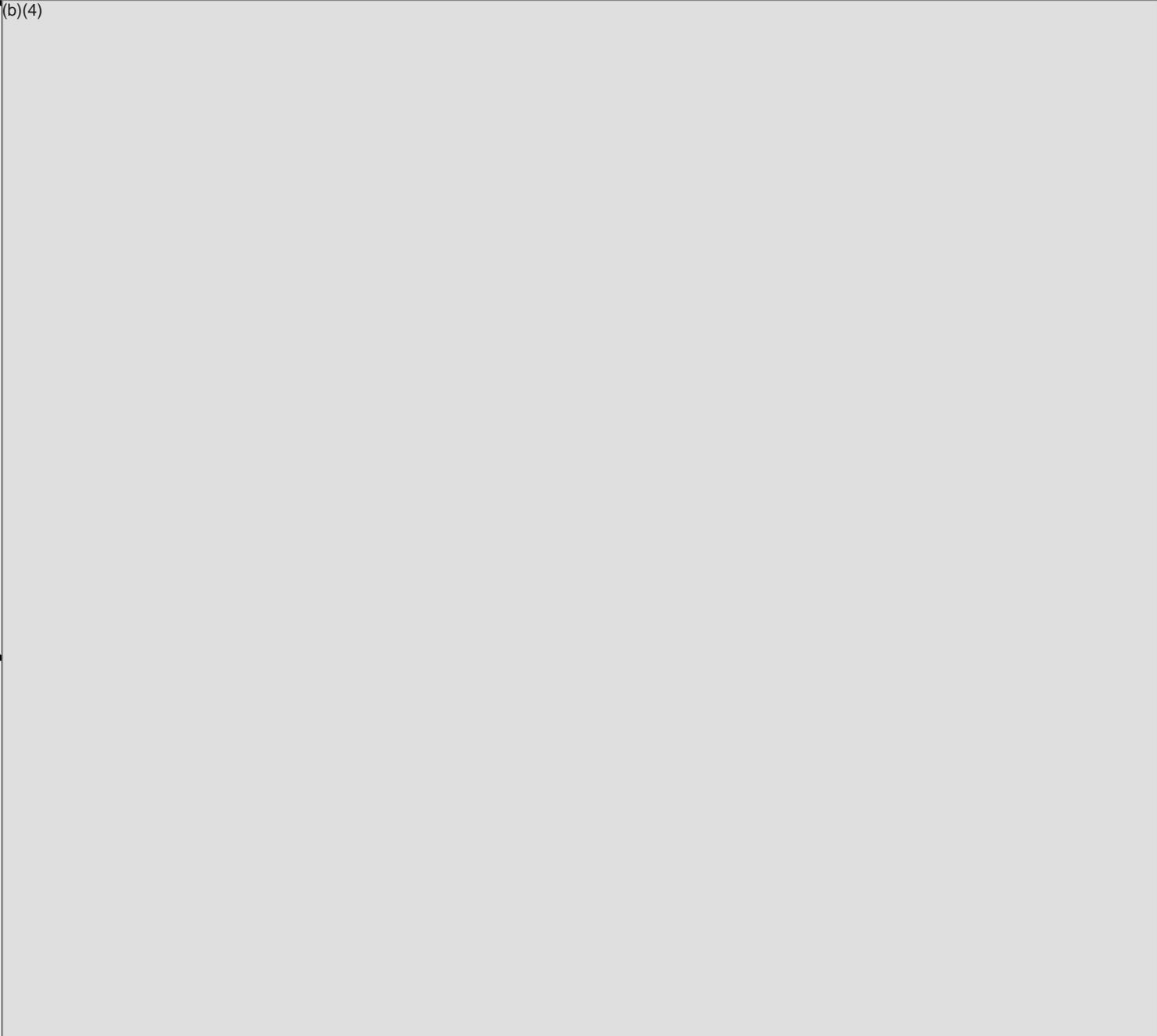
## *DP Specifications Data Dictionary*

(b)(4)



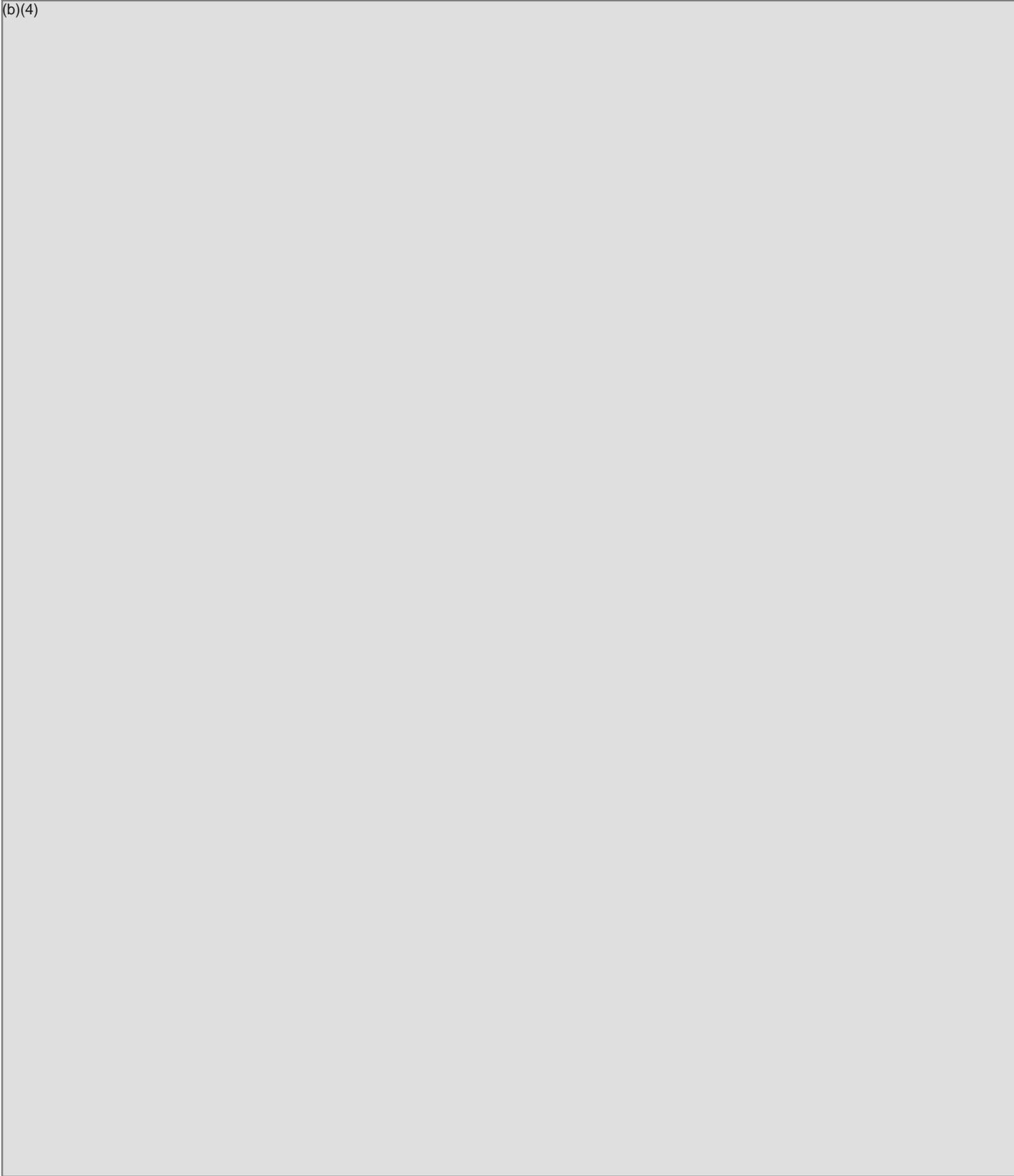
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(b)(4)



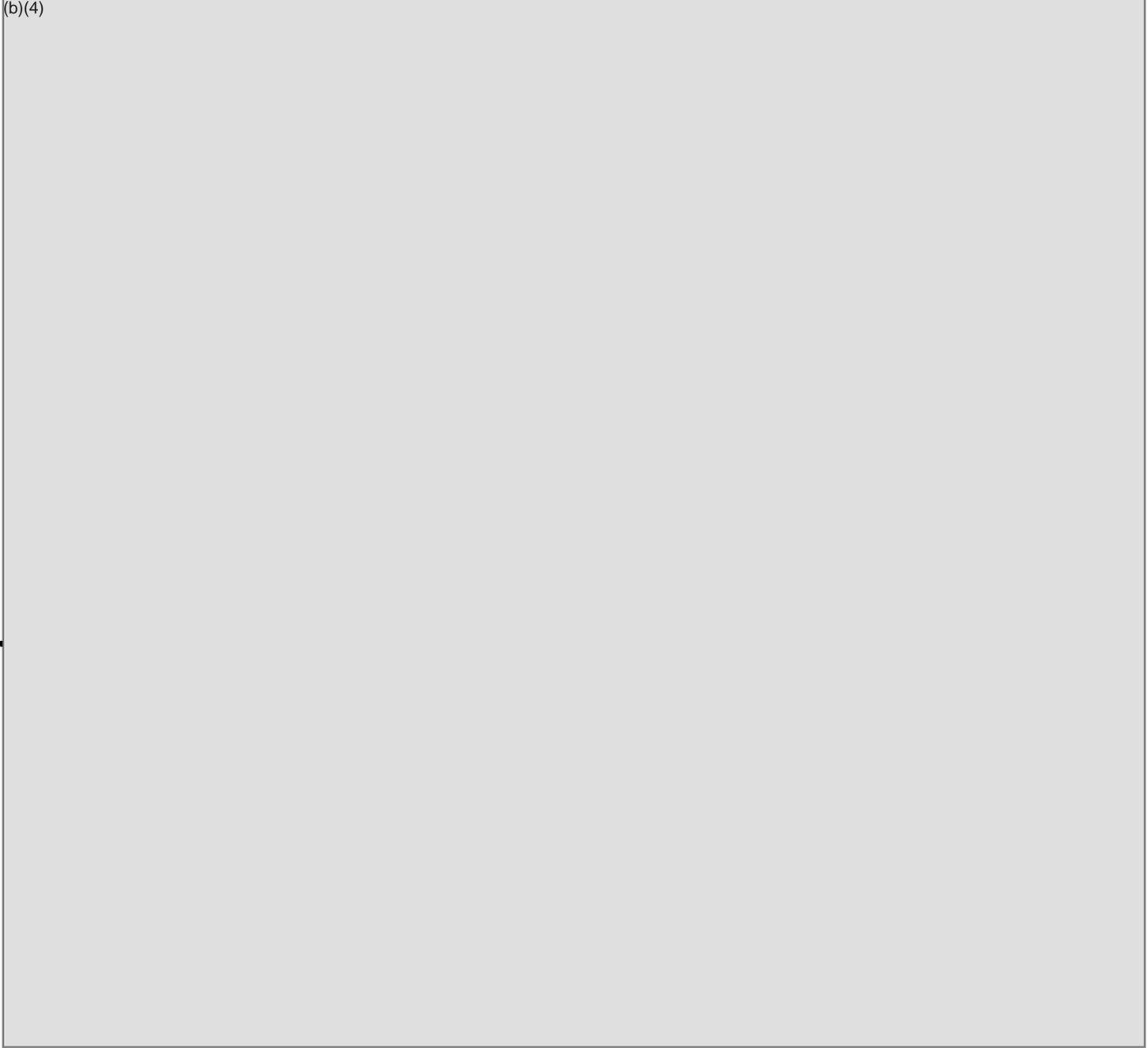
## *DP Specifications Data Dictionary*

(b)(4)



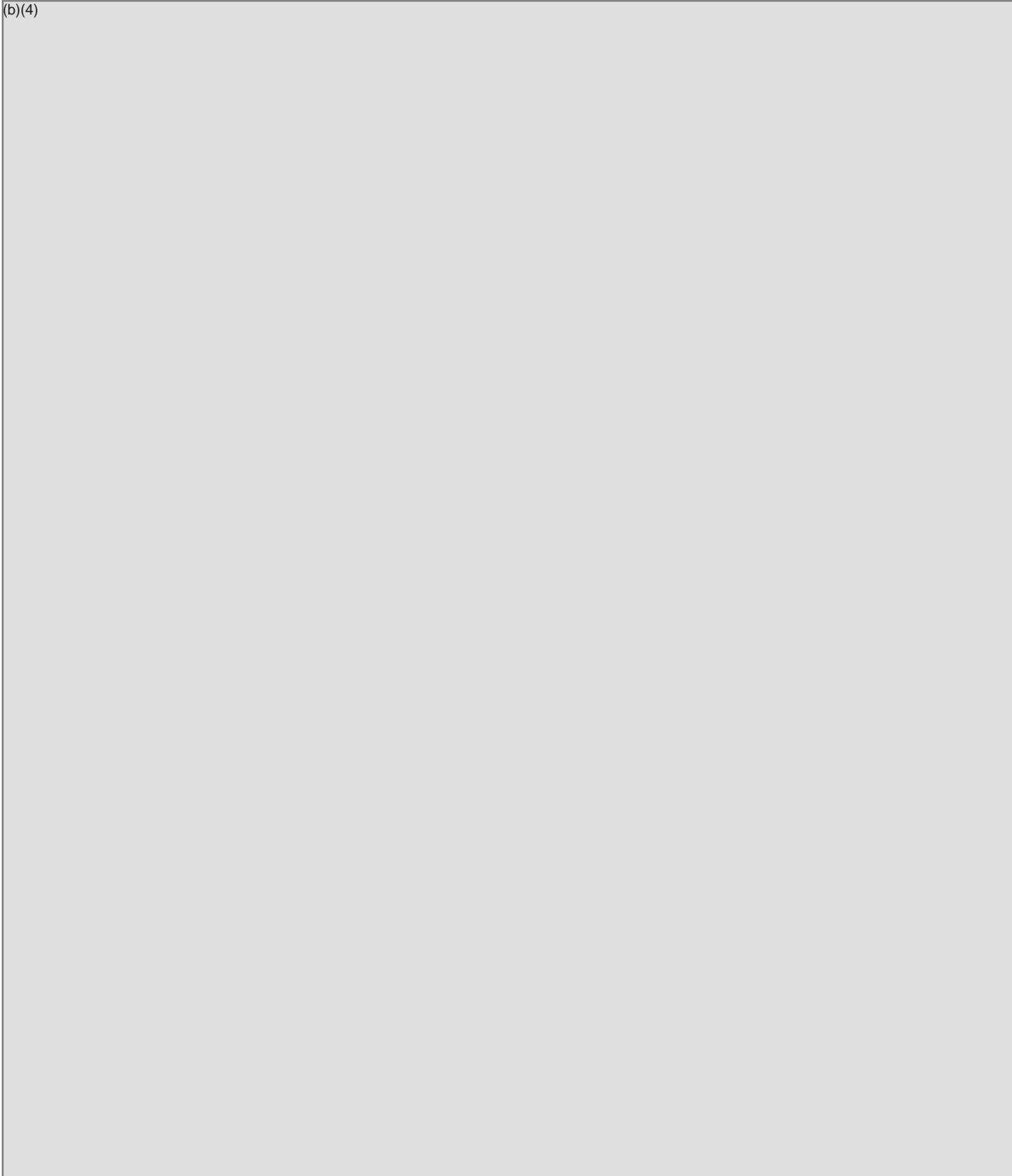
## *DP Specifications Data Dictionary*

(b)(4)



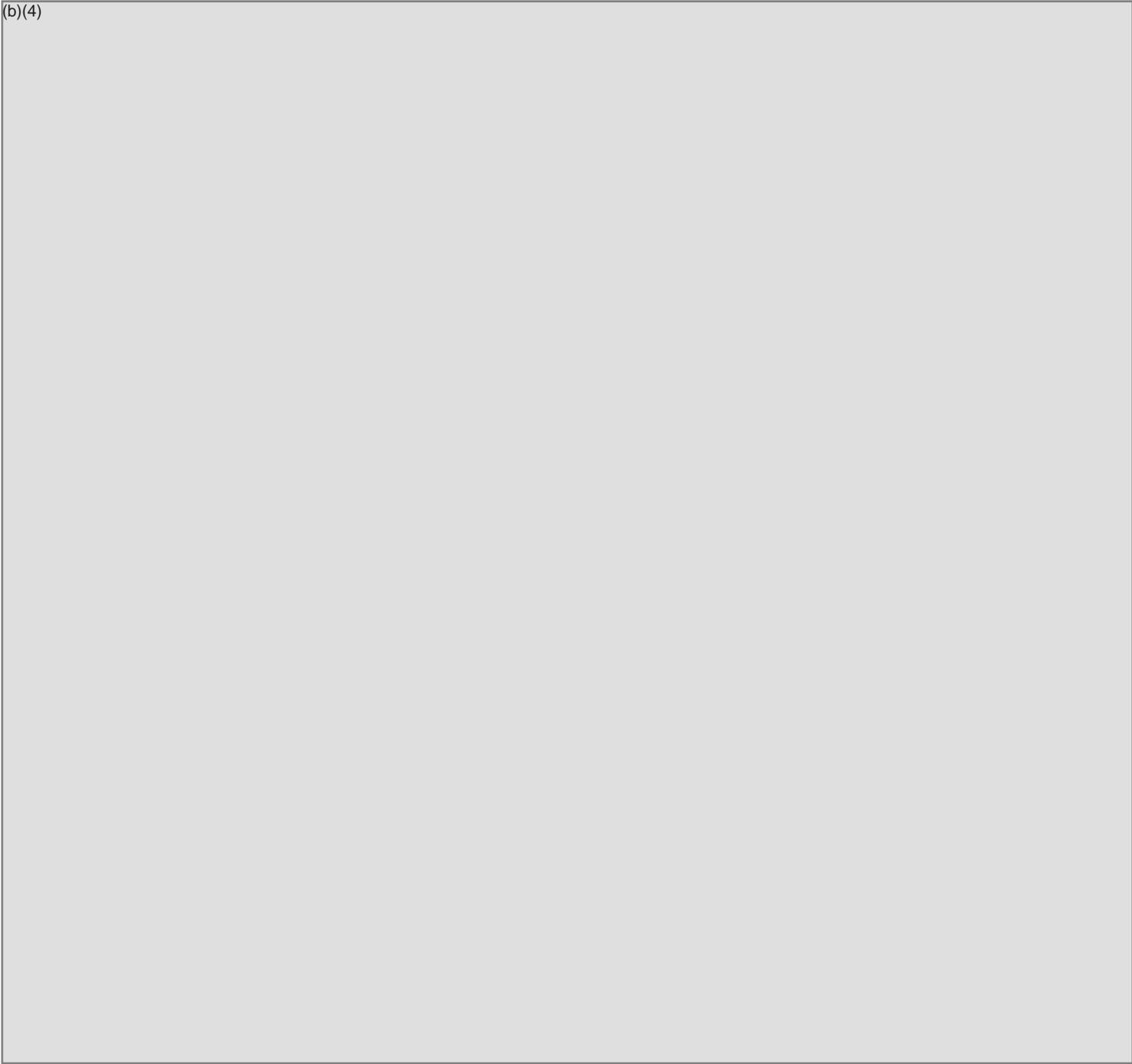
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(b)(4)



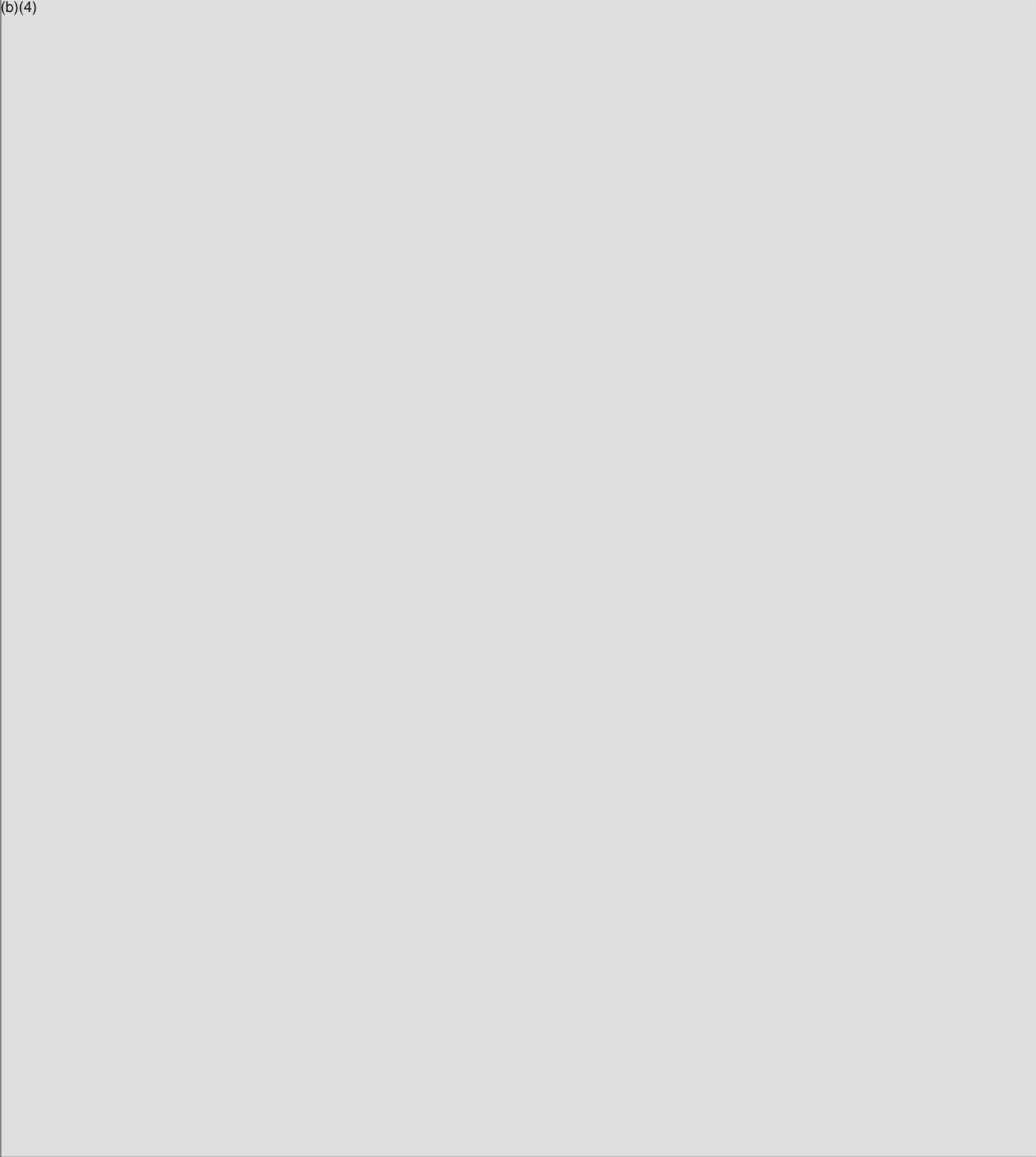
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(b)(4)



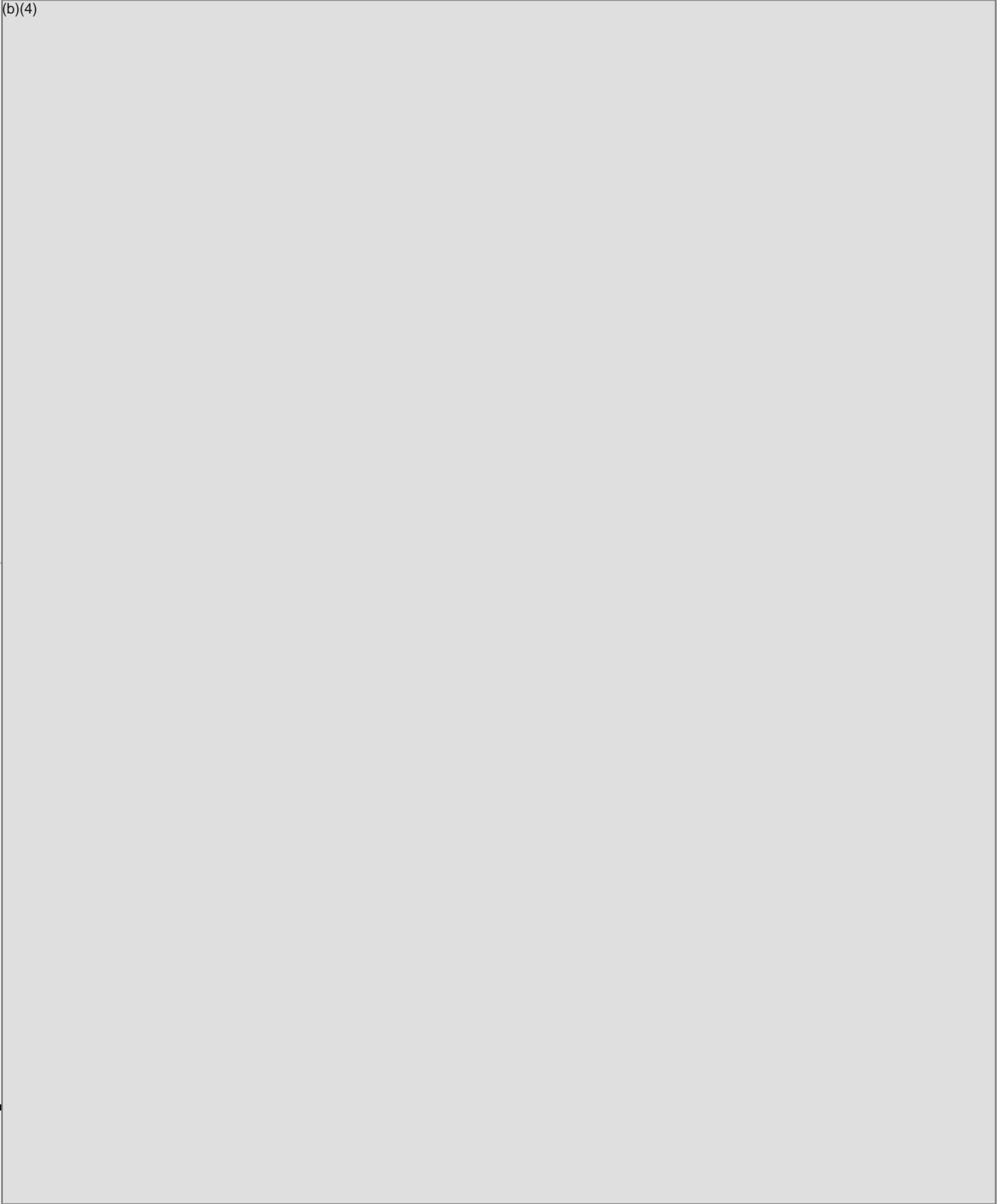
***DP Specifications Data Dictionary***

(b)(4)



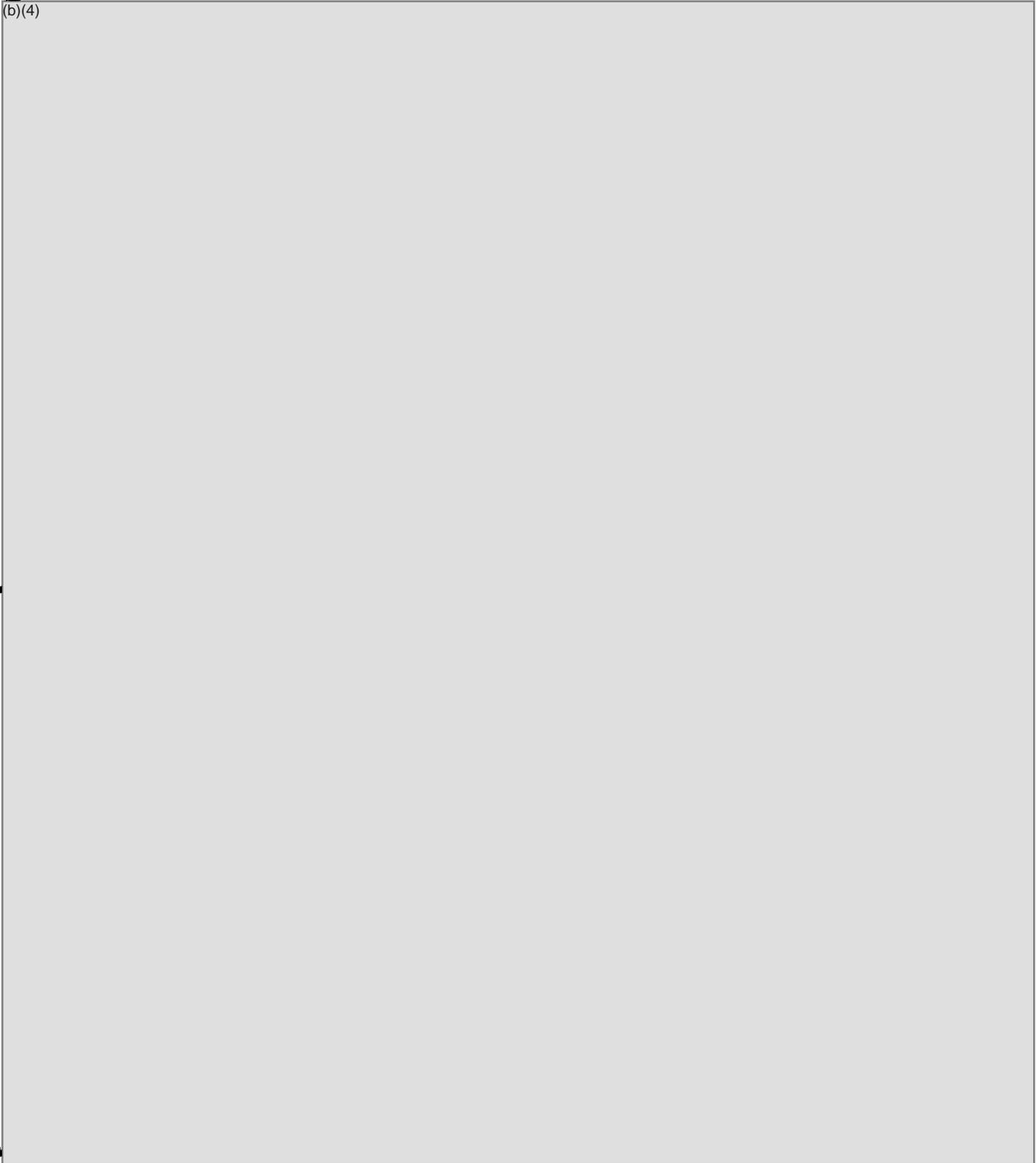
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(b)(4)



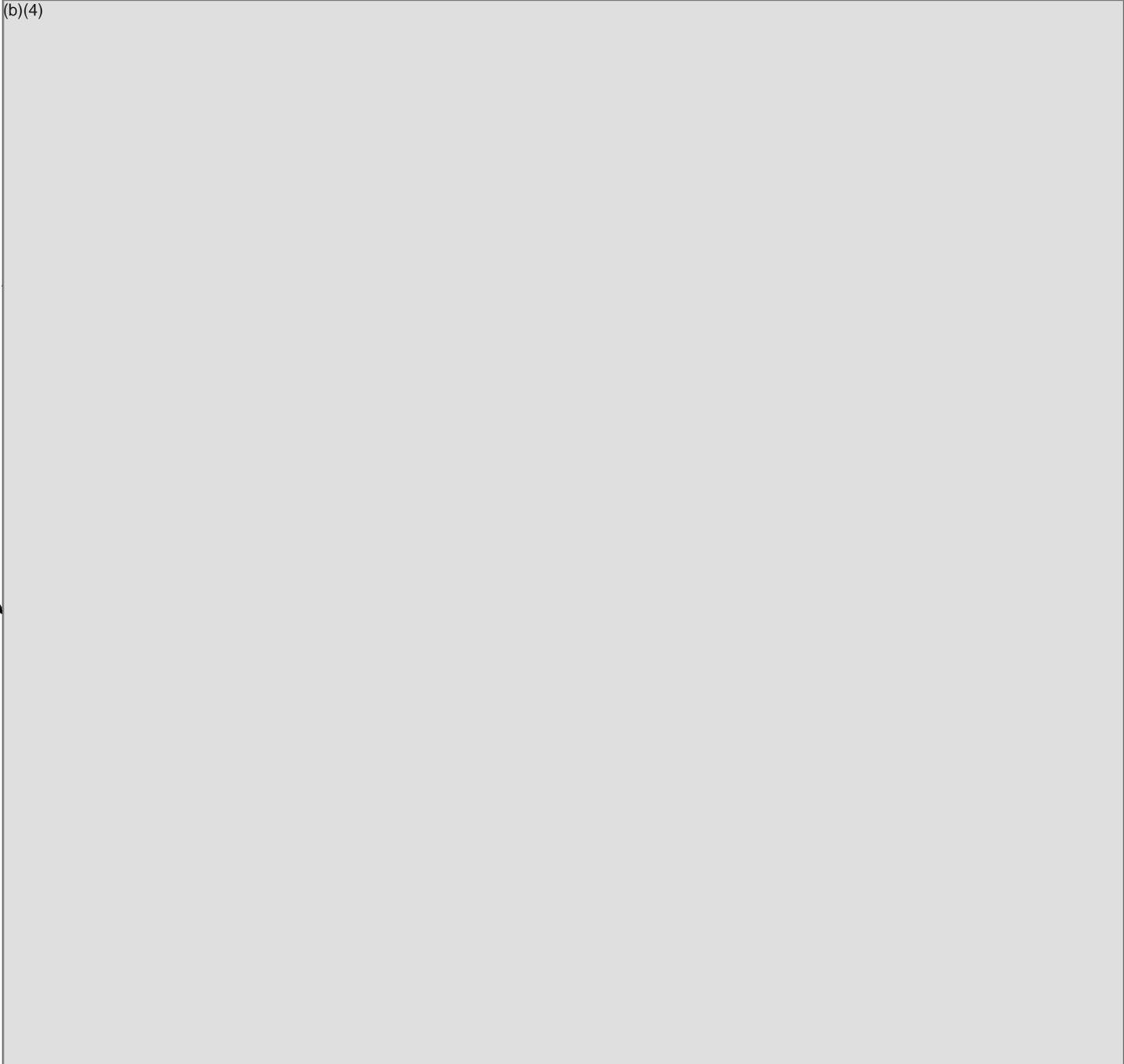
# *DP Specifications Data Dictionary*

(b)(4)



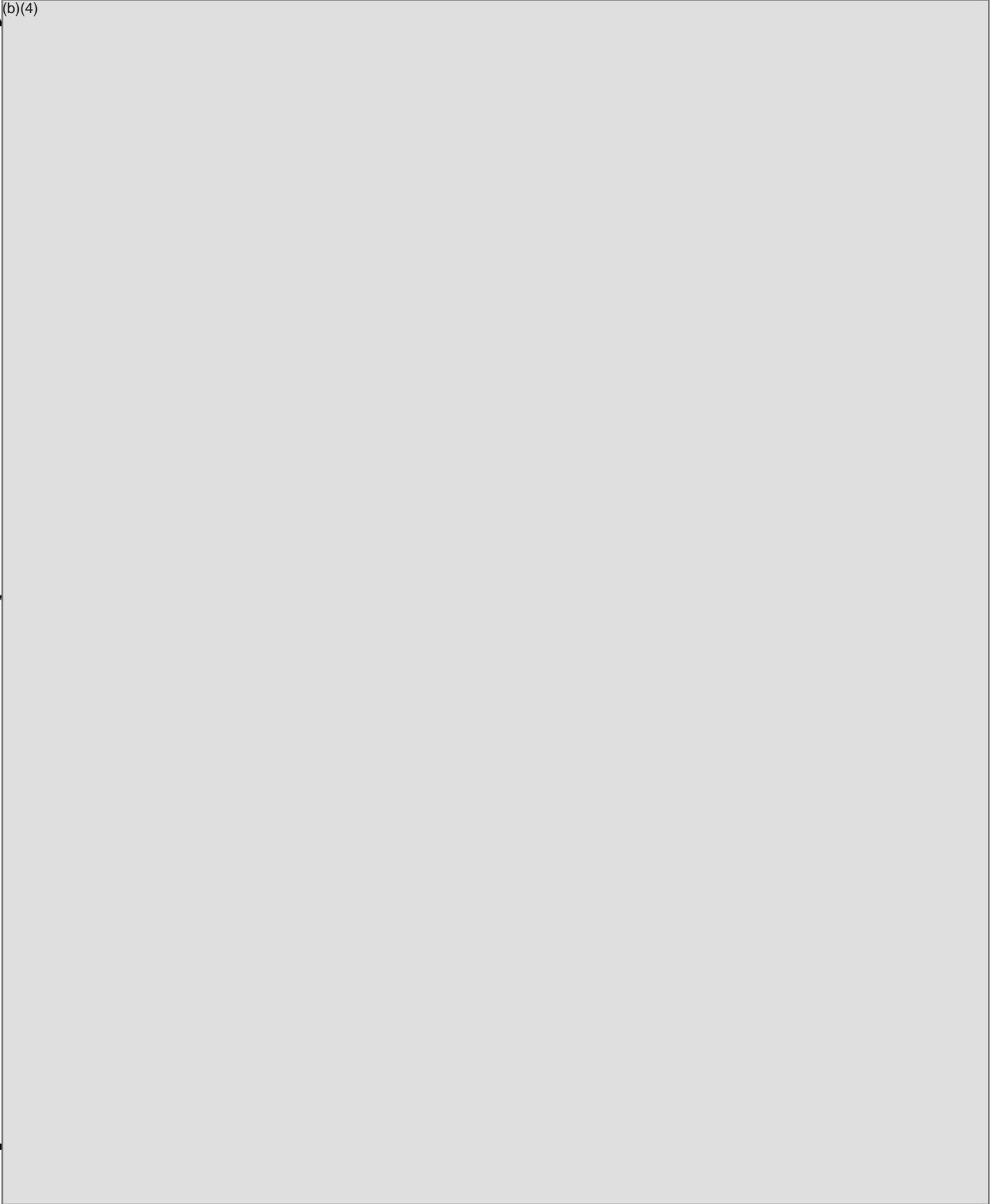
# *DP Specifications Data Dictionary*

(b)(4)



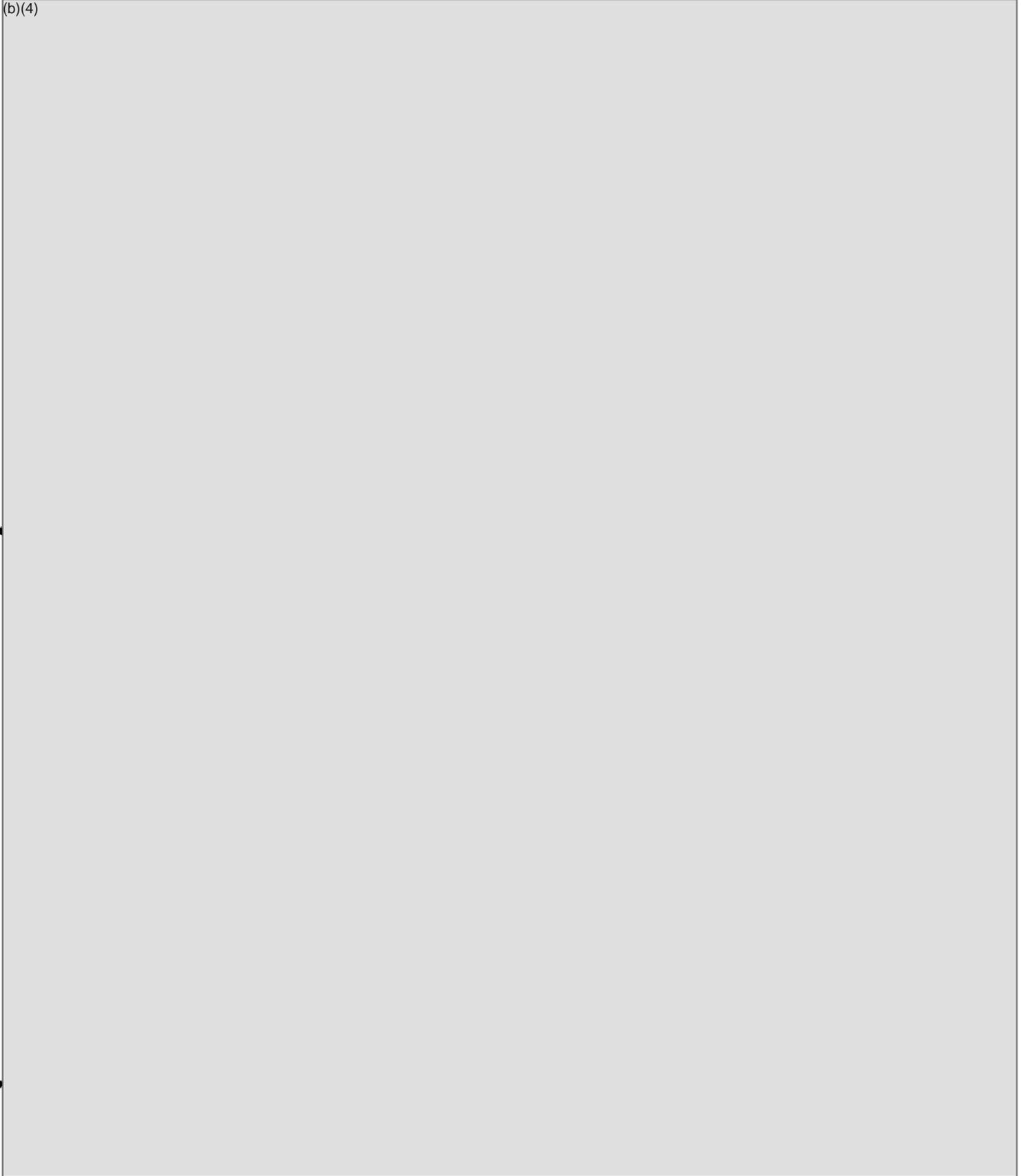
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(b)(4)



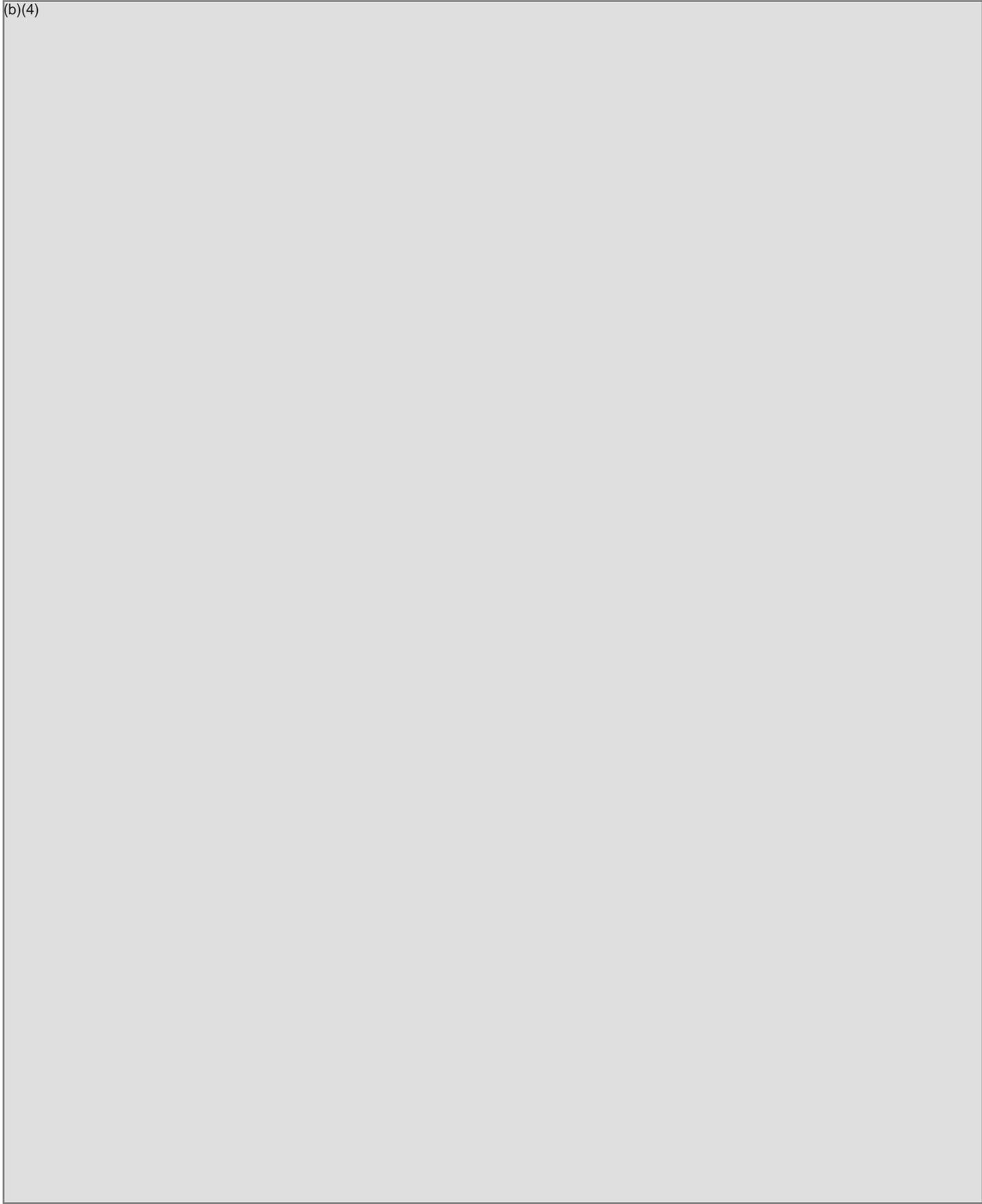
# *DP Specifications Data Dictionary*

(b)(4)



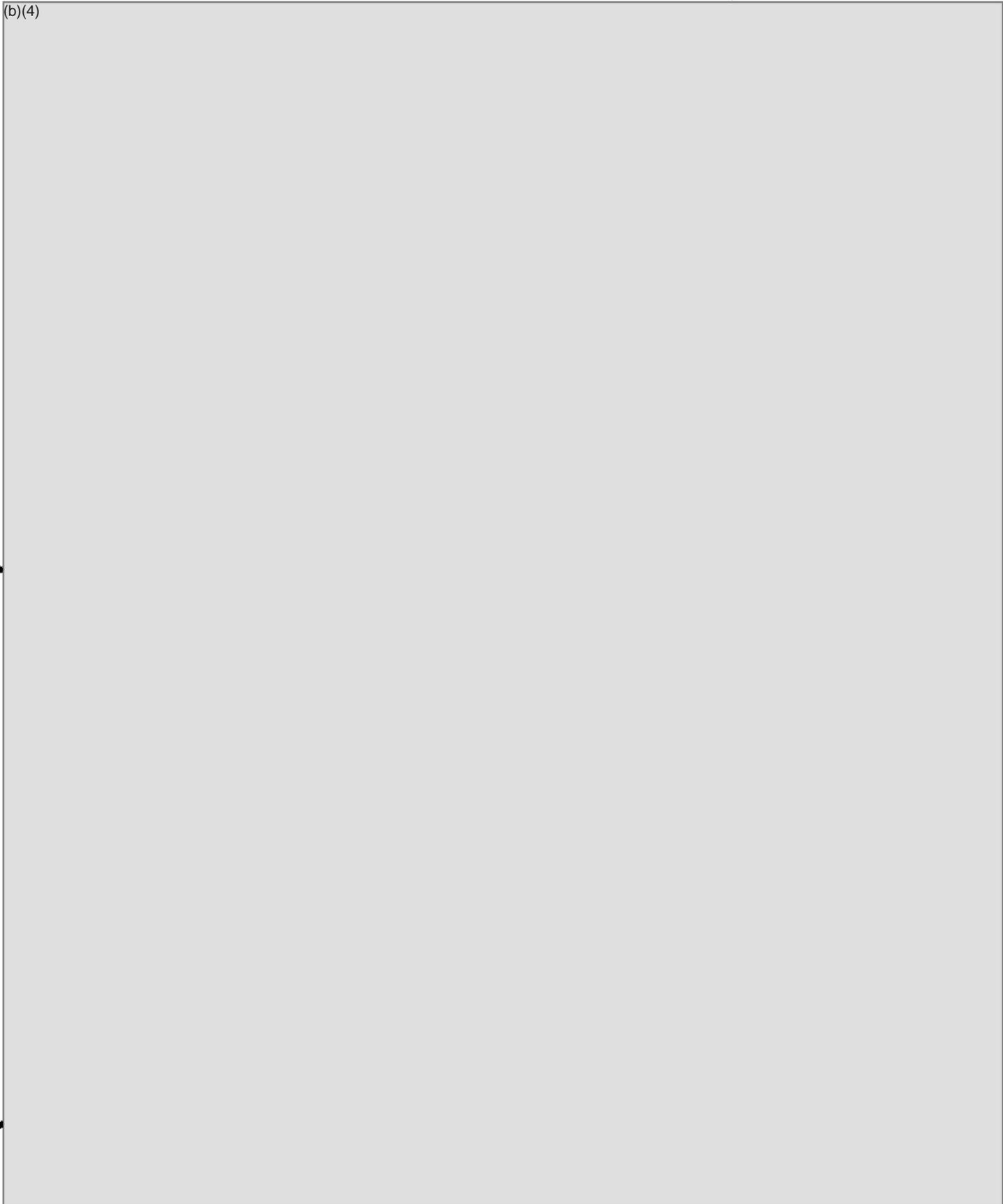
**Definitions**

(b)(4)



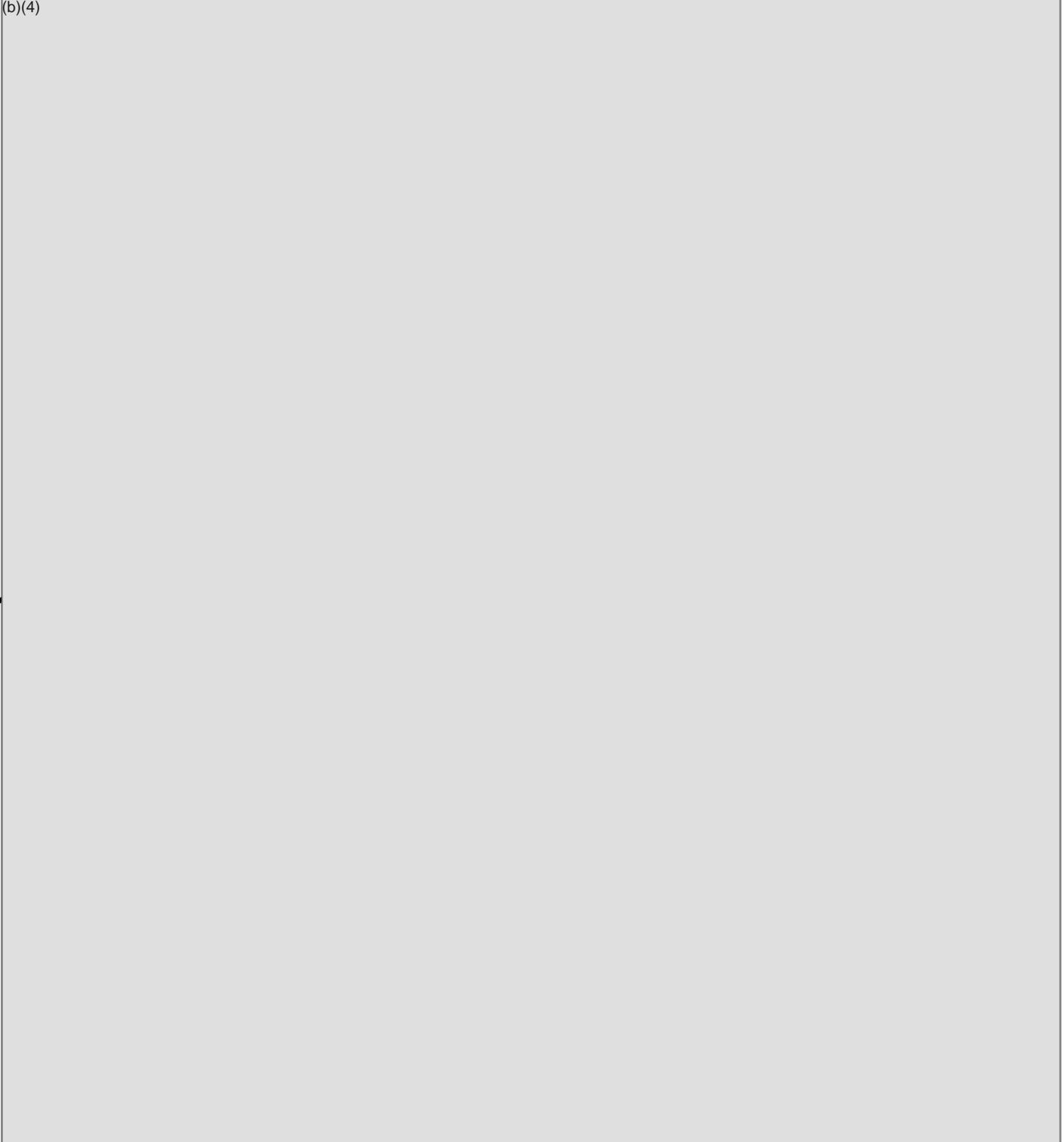
## *DP Specifications Data Dictionary*

(b)(4)



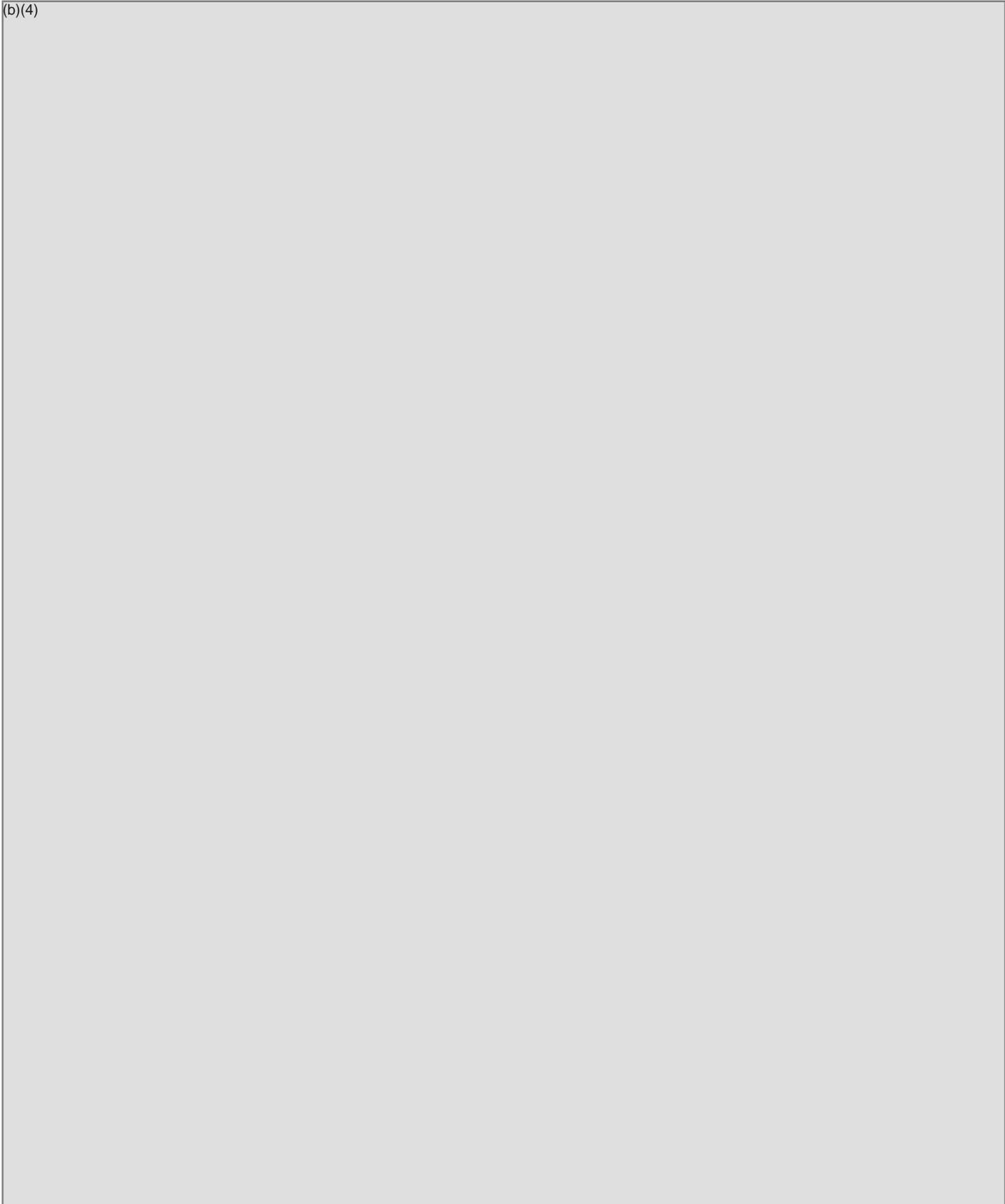
## *DP Specifications Data Dictionary*

(b)(4)



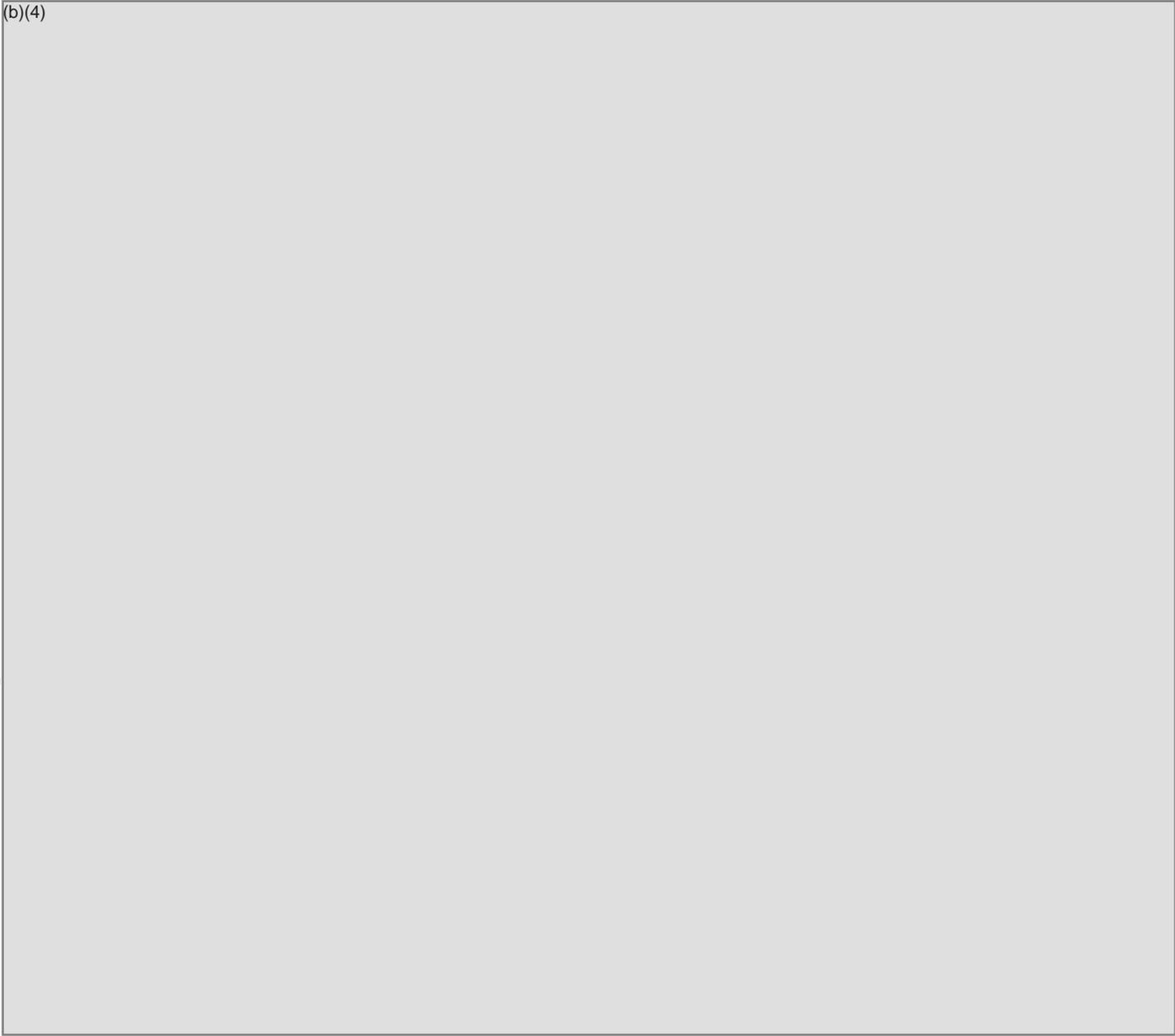
## *DP Specifications Data Dictionary*

(b)(4)



## *DP Specifications Data Dictionary*

(b)(4)



***ATTACHMENT 13***

***Department of Defense (DoD)  
Information Assurance Vulnerability  
Alert (IAVA)***



## DEPUTY SECRETARY OF DEFENSE

1010 DEFENSE PENTAGON  
WASHINGTON, DC 20301-1010

30 DEC 1999



MEMORANDUM FOR SECRETARIES OF THE MILITARY DEPARTMENTS  
CHAIRMAN OF THE JOINT CHIEFS OF STAFF  
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DIRECTOR, ADMINISTRATION AND MANAGEMENT  
DIRECTORS OF THE DEFENSE AGENCIES  
DIRECTORS OF THE DOD FIELD ACTIVITIES

SUBJECT: Department of Defense (DoD) Information Assurance Vulnerability Alert (IAVA)

Recent events continue to demonstrate that widely known vulnerabilities exist throughout DoD networks, with the potential to severely degrade mission performance. Our increasing reliance on the accurate and timely exchange of information mandates that information assurance no longer be relegated to a secondary concern. Information assurance is an essential element of operational readiness.

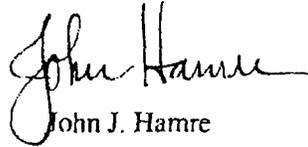
To protect DoD networks against potential vulnerabilities, we must increase emphasis on the Information Assurance Vulnerability Alert (IAVA) process, instituted in 1998 to provide positive control of vulnerability notification and corresponding corrective action within DoD. The Defense Information Systems Agency (DISA) shall manage the IAVA process and distribute alerts to all Commander-in-Chief (CINC), Military Service and Defense Agency (C/S/A) points of contact. All C/S/As shall comply with the IAVA process and with the guidance provided in the attachment, IAVA Requirements and Responsibilities.

Mitigation of information assurance vulnerabilities is a concern at the highest levels and the status of compliance with IAVA notifications shall be reported periodically to the Secretary of Defense. The DoD Inspector General shall make compliance with IAVA notifications a priority review area. Additionally, a DoD Instruction will be promulgated to formalize the IAVA process and the full information assurance vulnerability reporting and mitigation program.

Implementation of this policy will ensure that DoD components take the required mitigating actions against new system vulnerabilities so that a serious compromise of DoD assets is avoided. I have given the Assistant Secretary of Defense for Command, Control, Communications, and Intelligence (ASD(C3I)) overall responsibility for the implementation of

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the IAVA policy and procedures across all DoD CINCs, Services, and Agencies. My point of contact is Mr. Richard Schaeffer, Director, Infrastructure and Information Assurance, at (703) 695-8705.

  
John J. Hamre

Attachment

Information Assurance Vulnerability Alert (IAVA)  
Requirements and Responsibilities

1. Information Assurance Vulnerability Alerts (IAVAs) are generated whenever a critical vulnerability exists that poses an immediate threat to the DoD and where acknowledgment and corrective action compliance must be tracked. Not all identified vulnerabilities and threats will warrant an IAVA.

a. IAVAs are issued by the Defense Information Systems Agency (DISA), in coordination with the Joint Task Force – Computer Network Defense (JTF-CND), and are pre-coordinated with the Service/Agency Computer Emergency Response Teams (CERTs).

b. IAVAs are promulgated via organizational messaging. The message is for notification only and directs recipients to check the DoD CERT web site (<http://www.cert.mil>) for technical specifics and corrective action.

c. IAVAs will expire after three years unless otherwise specified and may be modified or superseded as more technical information becomes available.

2. Each Commander-in-Chief (CINC), Military Service and Defense Agency (C/S/A) shall:

a. Designate a primary and secondary point of contact (POC) responsible for IAVA acknowledgment and reporting.

b. Acknowledge receipt of the IAVA notification within five days of the date of the AUTODIN message or within the timeframe specified in the message itself.

c. Disseminate the IAVA via command channels to all program managers (joint and/or C/S/A specific), system administrators, and/or other personnel responsible for implementing and managing technical responses to IAVAs.

d. Report compliance with an IAVA notification via the appropriate IAVA web site within 30 days of the date of the message, or as specified in the individual message. C/S/A-specific program manager reports will be included in the C/S/A overall report. Compliance information shall include at a minimum: number of assets affected, number of assets in compliance and number of assets with waivers. For reporting purposes, assets include all components (i.e., hardware and software) of information systems comprising or accessing a networked environment.

e. Maintain positive configuration control of all information systems/assets under their purview.

f. Maintain configuration documentation that identifies specific system/asset owners and system administrator(s), including applicable electronic addresses.

Attachment

g. Manage and administer networked assets in a manner allowing for both chain-of-command and authorized independent verification of corrective actions.

h. Modify all DoD asset management contracts to reflect the above requirements. This includes contracts in development that are information technology (IT)-related and/or affect Defense Information Infrastructure (DII) assets (utilizes, administers, or integrates IT and/or communication assets into the DII).

i. Establish a process to periodically review any waivers prior to their expiration date.

3. Designated POCs shall:

a. Register with DISA for assignment of user-ID and password.

b. Enter their organization's acknowledgment and compliance data into the IAVA database.

4. Waivers. Designated Approval Authorities (DAAs) have the authority to waive compliance with a specific IAVA notification, if appropriate, following a risk assessment and determination of other risk mitigating actions. Waivers shall be for the minimum length of time required to achieve compliance with the IAVA notification.

5. Specific technical questions regarding individual IAVAs should be addressed to the DoD CERT via email at cert@cert.mil.

***ATTACHMENT 14***

***DISA IAVA PROCESS  
HANDBOOK***

***Version 2.1 - June 11, 2002***



# DISA IAVA PROCESS HANDBOOK

Version 2.1

11 June 2002

## 1.0 Introduction

The Department of Defense (DOD) is concerned with threats, both potential and real, to their information systems and networks. We live in an era where dependencies on information systems supporting the warfighter are more critical than ever before and the assets that comprise these information systems must be protected through risk management. To provide the proper framework to accommodate any deliberate or unintentional attempt at exploiting DOD information the Assistant Secretary of Defense for Command, Control, Communications, and Intelligence (ASD/C3I) tasked a process to be developed that will fulfill the following requirements:

- 1) Establish positive control of the Department's vulnerability alert system.
- 2) Provide Commanders-in-Chief (CINC), Services, and Agencies (C/S/As) access to vulnerability notifications that require action.
- 3) Require acknowledgement of action messages.
- 4) Require compliance and report status to DOD (DISA).
- 5) Track compliance and report to OSD.
- 6) Conduct random compliance checks.

The process identified to fulfill these requirements is titled the Information Assurance Vulnerability Alert (IAVA) process. This process is designed to provide a measure of risk avoidance within the overall risk management framework.

DISA has two distinct IAVA responsibilities. The first responsibility is as the DOD agent in charge of managing vulnerability notices. The second responsibility is as an agency implementing and managing vulnerability notices and reporting statistics to the IAVA Web site. This document relates to the responsibilities associated with DISA/National Communications System (NCS) acting as an agency in managing vulnerability notices. The DISA IAVA process is a part of the DISA overall vulnerability management (VM).

To be successful within DISA, the process must incorporate or be incorporated into configuration management processes. The IAVA process is intended to provide a means of obtaining positive control down to the system asset level. The information to be reported via the IAVA process consists of the numbers of systems on which the vulnerability exists, when compliance has been achieved, when an extension has been requested, and when an extension has been granted.

## 1.1 Purpose of the IAVA Process Handbook

This handbook, developed by the DISA Chief Information Officer (CIO), provides a single point of reference on how DISA will implement and maintain a proactive IAVA process. The handbook will also provide guidance on what DISA activities and major programs need to know to implement and manage the IAVA process in support of their missions. The process relies on two distinct tools: 1) the IAVA system, and 2) the Vulnerability Compliance Tracking System (VCTS). The IAVA system is a database used to track compliance statistics at the C/S/A level. The VCTS is a database system that is used to track the status of vulnerabilities at the asset level. The VCTS statistics are rolled up to the IAVA system for a compliance view within the agency. Further information on both of these tools is provided throughout this document.

## 1.2 Handbook Applicability

This handbook is applicable to the most current version of VCTS. As updates occur with the process and tools, this handbook will be updated accordingly.

## 1.3 Handbook Organization

Revisions made from v.2.0 to v.2.1 highlighted on pages: 4, 5, 6, 9, and Annex E.

This handbook is organized to help the reader understand various pieces of the DISA IAVA process. The following summarizes the content of each section within the handbook.

**Section 1** – Introduces the handbook and describes the overall purpose of the handbook.

**Section 2** – Provides an overview of the actual IAVA process. This includes information on how vulnerability notices are generated, the responsibilities of C/S/A in managing vulnerability notices, as well as the methodology DISA uses in managing vulnerability notices.

**Section 3** – Outlines the applicable references associated with the IAVA and VCTS processes.

**Section 4** – Provides a high-level overview of the VCTS process and introduces key terms such as assets and compliance status.

**Section 5** – Contains the detailed information on the processes within VCTS. The information is organized from the perspective of the user category (e.g.; Systems Administrators (SA), Information Systems Security Manager (ISSM)).

**Section 6** – Outlines the compliance validation process and how it currently works within DISA.

**Section 7** – Contains information on other uses for VCTS.

**Section 8** – Documents the points of contact for the various elements of the process.

**Annex A** – Provides a glossary of terms used throughout the handbook.

**Annex B** – Contains the table of contents for VCTS online Users Guide.

**Annex C** – Contains a sample VCTS IAVA Alert message.

**Annex D** – Addresses general questions and answers.

**Annex E** – Fix Action Plan format.

## 2.0 IAVA process Overview

This section provides an overview of the IAVA process and discusses the development of a vulnerability notice, along with the responsibilities for each C/S/A in managing vulnerability notices. The information in this section is applicable to every C/S/A.

### 2.1 IAVA Development

The IAVA process begins with vulnerabilities being identified by or reported to DISA. The DISA DOD-Computer Emergency Response Team (DOD-CERT) researches the vulnerability to determine the impact, severity, and means of correcting or mitigating the risk associated with the vulnerability. If the results of this analysis indicate a need for action, the DOD-CERT will perform one of the following actions:

- 1) Issue an Information Assurance Vulnerability Alert (IAVA) - requires acknowledgement and compliance,
- 2) Issue an Information Assurance Vulnerability Bulletin (IAVB) - requires acknowledgment only, or
- 3) Issue a Technical Advisory (TA) - notification only.

Once the VULNERABILITY NOTICE has been developed, the DOD-CERT notifies each C/S/A's point of contact, via approved communication channels, that an alert, bulletin, or technical advisory has been issued and that the details can be accessed at the DOD-CERT NIPRNET Web page ([WWW.CERT.MIL](http://WWW.CERT.MIL)) or on the SIPRNET ([WWW.CERT.SMIL.MIL](http://WWW.CERT.SMIL.MIL)).

### 2.2 IAVA - CINC/Service/Agency (C/S/A) Responsibilities

Each C/S/A, upon receipt of an official notification of a vulnerability notice, has several responsibilities. DISA, as a defense agency, must take the appropriate actions for the vulnerability notice. A high-level view of the responsibilities is outlined below.

*First*, access the DOD-CERT Web Page and retrieve the entire vulnerability notice message.

*Second*, notify SA, ISSO, and all appropriate staff of the vulnerability notice and inform the staff to access the DOD-CERT Web Page and retrieve the vulnerability notice message.

*Third*, acknowledge receipt of the vulnerability notice notification to the DOD IAVA Web site. Acknowledgement must be completed within 5 days unless otherwise specified in the vulnerability notification.

*Fourth*, assess the impact of the vulnerability, apply the fix or obtain an extension if corrective actions cannot be implemented within the specified timeframe. Report the status for each vulnerability notice as it applies to every applicable asset within its area of responsibility.

Each C/S/A's official response is via the DOD IAVA Web site within 30 days from issuance of the vulnerability notice unless otherwise specified in the vulnerability notice. If an extension is granted by a C/S/A designated Approving Authority (DAA), the following considerations must be documented:

- The assessment of risk (e.g.; how vulnerable the environment is to the exploit)
- How the system(s) will be monitored for exploitation (e.g.; use of mitigating controls)
- A Fix Action Plan with a completion date

*Fifth*, conduct random compliance checks on assets to validate the information being reported through the command channels.

### **2.3 DISA's IAVA Implementation**

DISA, as a DOD agency, is responsible for implementing the guidance internally, as well as having overall responsibility for the IAVA process throughout DOD. To support DISA's internal implementation of the IAVA process, DISA has developed a tool called the Vulnerability Compliance Tracking System (VCTS). The VCTS is used to track compliance information for each DISA organization at the asset level.

DISA can opt to make a vulnerability notice requirement more stringent than those required by the DOD CERT. DISA requires this for compliance with IAVBs or acknowledgement for technical advisories (TA). This is accomplished through the VCTS notice process.

### **3.0 References**

Several references have been published on IAVA and VCTS tools and processes. This section lists all of the applicable references.

- 1) DoD CERT references available at DoD CERT website at URL [http://www.cert.mil/iava/iava\\_index.htm](http://www.cert.mil/iava/iava_index.htm).  
*Mandates the implementation of the IAVA process throughout the DOD community.*
- 2) Vulnerability Compliance Tracking System User's Guide.  
*Provides additional information on the actual usage of VCTS.*
- 3) DISA I 630-230-19, Information Systems Security Program, 09 July 1996.  
*Documents DISA policy in regard to general IA issues.*

## 4.0 VCTS Overview

The Vulnerability Compliance Tracking System (VCTS) is a Web-based DoD application used to assist DISA in managing its internal implementation of the IAVA process. The VCTS currently allows vulnerability compliance information for individual system assets to be managed by the SA, and monitored by the ISSM and/or Executive Officer (XO) or appropriate PM's (i.e. Defense Message System (DMS), Global Command and Control System (GCCS), etc.).

The compliance information for the assets within VCTS are then summarized and uploaded to the IAVA Web-based application. This ensures that the DISA statistics reported to the ASD/C3I or the Joint Staff are current and that progress can be monitored on a regular basis. See *paragraph 4.3* for the VCTS process flow.

### 4.1 VCTS Systems

DISA maintains two VCTS systems: one for unclassified assets and one for classified assets. All DISA information technology (IT) assets that are susceptible to vulnerabilities shall be registered in the VCTS.

All DISA IAVA information for **unclassified** assets is stored on the **unclassified** VCTS database. All information entered and stored into this database is considered Sensitive But Unclassified (SBU) and is protected accordingly.

All DISA IAVA information for **classified** assets is stored on the **classified** VCTS database. All information entered and stored into this database is considered no higher than Secret and is protected accordingly.

### 4.2 VCTS Tracked Assets

All IT assets (sometimes called system assets) that are susceptible to vulnerabilities must be registered in the VCTS. In general, individual workstations will not be registered in VCTS. Instead, the server(s) will be registered and the appropriate field completed showing the number of workstations it supports. However, individual machines not managed by a server environment must be registered to ensure proper tracking of vulnerability alerts.

Each asset, to include mirrored assets, must be registered. It is acknowledged there are mirrored installations. However, due to phased implementations and tendencies to change, it is required that each asset be registered accordingly.

There may be instances where systems do not need to be registered in VCTS. An example could be a GOTS developed product that does not rely on functions typically available in commercial products. If it is felt that the asset does not require VCTS registration, a letter must be submitted by the Principal Director, Director, or Commander for the organization to the DAA requesting an exemption of VCTS registration. The DAA will then evaluate the request and inform the site of the decision.

Laptop computers, network printers, facsimiles, and all personal electronic devices (PED's) are not required to be registered in the VCTS at this time. However, DISA activities are encouraged to register the operating system (OS) of like laptops. Each activity will then monitor the assets for vulnerabilities associated with the laptops OS.

Assets within VCTS are generally defined in four categories: organizational assets, program level assets, mainframe assets and laboratory assets. Additional information on these assets is covered in the following paragraphs.

#### **4.2.1 Organizational Assets**

Organizational assets are those that a site is responsible for and does not rely on a program management office for guidance and support. The site operating the system registers these assets and the site makes decisions regarding vulnerability notices.

#### **4.2.2 Program Managed Assets**

Program level assets are those that a program office provides guidance. The process for registering and maintaining compliance status for these systems depends upon the program. In some cases, such as DISANet, the DISANet program office registers the systems and manages the implementation of corrective actions. In other programs, the site is responsible for registering these assets, but the program office analyzes the vulnerability notice and provides details regarding corrective actions to be taken. Information must be obtained through each program office to determine how these assets are to be managed. All DISA PMs are encouraged to use the capabilities developed for them within the VCTS. (Contact [cioiase@ncr.disa.mil](mailto:cioiase@ncr.disa.mil) for details.)

#### **4.2.3 Mainframe Assets**

Since the mainframe systems (e.g. MVS, UNISYS, TANDEM) run services such as TCP/IP and the UNIX kernel, mainframe systems must be registered in VCTS. Each logical domain/image must be registered. The system ID field should be populated with an IP address.

Because a mainframe system typically has a staff of systems programmers responsible for the software configuration, registration of mainframe assets will be managed by the ISSO. Throughout this document, the term system administrator will include the ISSO as it relates to asset management in VCTS.

#### 4.2.4 Laboratory Assets

All assets permanent, temporary or transitional that are attached to a network outside of the laboratory will be registered in the VCTS.

In some cases within DISA, devices/assets are acquired from a vendor to perform testing in a laboratory environment. Laboratory assets are acknowledged as unique because of each laboratory's mission. Laboratory assets will be identified and tracked using the following guidance:

1) **Permanent laboratory asset** is any IT asset residing in a laboratory without any major configuration change within 120 consecutive calendar days. These assets will be registered in the VCTS. These assets will maintain IAVA compliance.

2) **Temporary or Transitional laboratory asset** is any IT asset residing in a laboratory with major configuration changes within 120 consecutive calendar days. Recommend these assets be registered in the VCTS, but it's not mandatory. It is recommended that these assets maintain IAVA compliance. However, the laboratory lead SA is responsible for using good judgment in applying corrections as issued in the alerts.

A lead SA will be appointed for each laboratory and the lead SA will receive all vulnerability notices issued. Each lead SA must have at least one backup SA. It is the lead SAs responsibility to:

- 1) Identify each type of laboratory asset (permanent or temporary/transitional),
- 2) Determine what assets will be registered in the VCTS,
- 3) Oversee IAVA compliance for the assets residing in the laboratory,
- 4) Ensure all assets leaving the laboratory for operational purposes are in IAVA compliance.

#### 4.3 VCTS Process Flow

Once a vulnerability notice has been issued by the DOD-CERT, VCTS will send notices, via email, to the responsible SA(s) and ISSOs associated with the applicable assets. Notices also will be sent to all ISSMs and all XOs, for all vulnerability notices issued. The VCTS notice will direct the user to access the DOD-CERT Web site to obtain the detailed information for the specific vulnerability notice. An example of the emailed VCTS IAVA Notification message is shown in [Annex C](#).

At least one SA for each asset must acknowledge receipt. That individual is then responsible for initiating the process of evaluating and correcting the vulnerability. As the status of the vulnerability changes, each asset in VCTS must be updated with the current status. For example, the status may be that a fix was applied, an extension was requested, or that the vulnerability notice was not applicable to the component.

Further information regarding the IAVA Process flow can be found in the VCTS Users Guide.

#### 4.4 Compliance Status

Every asset potentially affected by a vulnerability notice will be labeled with one of the following "Compliance Status" identifiers:

**Open:** As soon as an asset is entered into the VCTS, this asset is assigned an "open" status, until a decision is made otherwise by the individual who has custody for the asset. "Open" means the asset is impacted by a specific alert; however, no protective actions have been put in place. As a result, the vulnerability still exists. Most alerts are issued with a period of 30 days for compliance. An "open" status is acceptable during this 30-60 day period. However, if an asset becomes operational and is registered in the VCTS 30 days after the initial release of the alert, an "open" status is **not acceptable**.

**Not Applicable:** "Not applicable" means the SA, ISSO, ISSM or PM has determined a recently released alert does not apply to the operational configuration of a registered asset in the VCTS. The responsible user who made this decision is required to maintain all documentation to justify the "Not Applicable" status. The management hierarchy or the DAA may request the documentation. Also, the documentation may be reviewed during the IAVA compliance validation process.

**Fixed/In Compliance:** This status means the SA or ISSO has determined a registered asset is applicable to a recently released alert and is in compliance with the official patch or fix.

**Extension Requested:** "Extension Requested" indicates that an extension request has been submitted for this asset and is in the process of being reviewed. There are two types of extension requests. First, the extension can be used in the traditional sense where the DAA accepts the mitigated risk associated with nonstandard official corrective action. Second, the extension can be employed by the user to request additional time to allow for corrective action to occur. This would be used for situations where corrective actions cannot be implemented within the specified timeframe due to other factors (e.g.; equipment delivery, financial limitations, resource shortage, PMO actions, and other prerequisite tasks). Information regarding extension responsibilities for SAs can be found in Section 5.4 and for DAAs in Section 5.7.

**Extension Approved:** This status indicates that an extension request has been approved for a specified timeframe. Management is responsible for continuing to address the problem and ensure that mitigating controls are in place. An extension may be granted for extended periods with management involvement. See list below.

	Number of Days	Management	Fix Action Plan Requirement
<b>Original IAVA Compliance Period</b>	30 < original time period	ISSM	<ul style="list-style-type: none"> <li>- Email tickler sent 15 days prior to compliance date polling activity fix status.</li> <li>- If asset will be in compliance – No action required.</li> <li>- If asset will not be in compliance – Each activity ISSM must submit a consolidated activity Fix Action Plan* to CIO 7 days prior to IAVA compliance date.</li> </ul>
<b>1<sup>st</sup> Extension</b>	Not to exceed 30 days	ISSM, DAA	<ul style="list-style-type: none"> <li>- Email tickler sent 15 days prior to compliance date polling activity fix status.</li> <li>- If asset will be in compliance – No action required.</li> <li>- If asset will not be in compliance – Each activity ISSM must submit a consolidated activity Fix Action Plan* to CIO 7 days prior to extension expiration.</li> </ul>
<b>2<sup>nd</sup> Extension</b>	Not to exceed 60 days	ISSM, DD, DAA	<ul style="list-style-type: none"> <li>- Email tickler sent at 15-day intervals for compliance status check.</li> </ul>
<b>Additional Extensions (if required)</b>	Based on circumstances	DD, DAA, D, JCS	TBD

\* Fix Action Plan format is included under [Annex E](#).

**Extension Denied:** This status indicates that the Designated Approval Authority evaluated and denied an extension request. The SA/ISSO is responsible for immediately implementing corrective actions.

**Extension Expired:** This status indicates that an approved extension has expired for the asset and that corrective actions must be implemented or that another extension request must be submitted.

## 5.0 VCTS Process Details

This section contains the information on how to access and use the VCTS system from a process point of view. Detailed information on the fields and values within VCTS can be found in the VCTS User's Guide (accessible online through the VCTS Web page at <https://vcts.disa.mil> or email [weblog@chamb.disa.mil](mailto:weblog@chamb.disa.mil)).

### 5.1 Obtaining/Changing/Deleting Access to VCTS

To obtain access to VCTS, each individual user must have a unique userid and password. All initial, change, and delete requests for access to the VCTS must be requested by completing DISA Form 41, System Authorization Access Request (SAAR) which can be accessed using the DISA Standard FormFlow application. The following information is required:

Block 16 - Indication of VCTS System to be accessed (unclassified, classified, or both)

Block 18:

- IP Address of the Users workstation
- Subnet Mask Specified for the workstation
- Whether Dynamic Host Configuration Protocol (DHCP) is being used
- Internet Email address
- United States Postal Service (USPS) mailing address

Once the SAAR is completed, it should be forwarded to:

DECC-D Chambersburg  
ATTN: Security  
Letterkenny Army Depot, Building 3  
Chambersburg, PA 17201-4186

FAX (717) 267-8264, DSN 570-8264.

Once RSA Chambersburg receives the SAAR, processing will occur within 5 working days. A userid and password will be mailed to the requester under separate cover letter. Included will be a password receipt form that must be signed and faxed back to RSA Chambersburg. Once the signed form has been received, the userid will be activated.

The process for changing or deleting a users access to VCTS is also accomplished through the use of Form 41. To ensure the integrity of the system and the data, it is required that users who no longer require access to VCTS be removed from the system. A user's access can be suspended by the ISSM through the RSA Chambersburg Help Desk. However, the ISSM is responsible for ensuring that Form 41s requesting removal of access are processed for users no longer requiring access. It is recommended that this procedure be incorporated into the checklist used for personnel actions such as transfers, resignations, or even Temporary Duty Assignments (TDY).

If the userid or password is forgotten, the RSA Chambersburg Help Desk can provide assistance in restoring access. If the password becomes compromised, the Helpdesk should be notified immediately to facilitate the appropriate actions.

DISA will perform an annual reconciliation of users to ensure accuracy of the users defined to VCTS.

## 5.2 Accessing VCTS

VCTS can be accessed using DISANet's standard browser requirements. However, the application does use SSL 128 bit key encryption. As a result, ensure that the product to be used has the correct encryption module installed. Further details can be obtained through either the VCTS Users Guide or through the RSA Chambersburg Help Desk.

The unclassified VCTS system can be accessed on the NIPRNET at <https://vcts.disa.mil>. The classified VCTS systems can be accessed on the SIPRNET at <https://vcts.disa.smil.mil>. Procedures for accessing VCTS can be found in the information mailed as part of the registration process and in the VCTS Users Guide.

### 5.3 VCTS Users Guide Table of Contents

Specific details on the use of VCTS can be found in the VCTS online Users Guide. A table of contents for VCTS can be found in Annex B.

### 5.4 SA/PM Extension Processing

The SA/PM is responsible for the generation of an extension request. This is accomplished by changing the status to "extension requested" and providing the supporting information in the Comment Text field. The information provided as part of the extension request must include the reason for the extension, the estimated completion date for fixing the vulnerability, documentation supporting a risk assessment, and a description of the mitigating controls being implemented to manage the vulnerability until the actual documented fix is implemented.

SAs need to follow these steps to assure that an extension is needed;

1. Once a vulnerability notice is issued, check if the vulnerability is applicable to the asset.
2. Check if any fixes/solutions are available.
3. Check if the asset is PM controlled or related.
4. Contact the activity ISSM for verification.
5. Develop a fix action plan.
6. Write a supporting paragraph to be placed in the "comments" field inside VCTS.

Once an extension request has been initiated, the responsibility for the request is forwarded to the DAA representative. Once the DAA has acted upon the request, the status of the asset is changed appropriately. The assets that have had the extension granted will have their status changed to "extension granted". At this point, the SA/PM has until the estimated completion date associated with the vulnerability notice/asset to *come into compliance*.

When an extension expires, the status of the vulnerability will change to "extension expired". This is considered as an open status. As a result, the SA/PM or ISSO must take immediate action to either fix and close the vulnerability, or request an additional extension. Any extension beyond the first must be approved by the DD or XO.

Those assets that have had the extension denied will have their status changed to "extension denied". At this point, it becomes the responsibility of the SA/PM to comply with the corrective actions immediately.

## 5.5 Information Systems Security Managers (ISSMs)

Information Systems Security Managers (ISSMs) are responsible for ensuring that the vulnerabilities for systems within their area of responsibility are being addressed by the SAs or ISSOs. An ISSM may be given "update" authority to a system but must follow the procedure outlined in the VCTS Users Guide.

An ISSM is responsible for:

1. Validate current user accounts and permissions and remove accounts not required (VM03 report) in the classified and unclassified VCTS databases.
  - a. Run the VM03 report.
  - b. Determine if there are active users who should no longer have access.
  - c. Contact the assets primary SA for removal of unnecessary permissions.
  - d. Request the user account be inactivated by sending an email to [weblog@chamb.disa.mil](mailto:weblog@chamb.disa.mil) with a list of users that should be deactivated or using a DISA Form 41 and checking the delete account block and faxing it to DSN 570-8264 or commercial (717) 267-8264.
2. Validation of current asset information (VM04 report) in the classified and unclassified VCTS databases.
  - a. Run the VM04 report.
  - b. Determine if the asset description information is accurate and current. Contact the assets primary SA for action.
  - c. Asset SA should correct asset information as needed. (The SA who makes a change to an assets record in the VCTS will become the "NEW" Primary SA of record for that asset).
3. Ensure all ISSOs and Sac's are familiar with the registration process.
4. Ensure each asset has at least two (2) users with update permissions.
5. Properly validate extension requests for the activities assets when needed.

Further information regarding the report capabilities can be found in the *VCTS Users Guide*.

## 5.6 Executive Officers (XOs)

Executive Officers (XOs) are responsible for ensuring that the vulnerabilities are being managed by the ISSMs. The XOs have overall responsibility to ensure that the information recorded within VCTS is accurate for their organizations. The XOs generally are not given authority to update systems, but rather, have browse authority to monitor the progress in complying with vulnerability notices. The authority to browse systems is implicit for their organization. An XO does not have to be given "browse" authority by the SA or ISSM for an asset.

Further information regarding the report capabilities can be found in the VCTS Users Guide.

### **5.7 Designated Approval Authority (DAA) Representative**

DAA representatives have responsibility for the acceptance of risk for all assets within the agency and must approve or deny any requests for extension. The DAA can view all assets within the agency since they are ultimately responsible for the certification and accreditation of these assets. Today, DISA has divided the responsibility for accreditation between two organizations: Operations (OPS) for DISA managed DOD systems and CIO for DISA internal mission systems. The CIO Information Assurance Division (IAD) provides DISA accreditation support to both the OPS and CIO DAA's. Thus, the CIO IAD administers the VCTS approval process and coordinates with OPS as appropriate.

### **5.8 Extension Technical Analysis**

When an SA initiates an extension request through the System Status screen, an extension number is assigned and the DAA representative is notified that an extension request needs to be analyzed.

The technical analysis of an extension consists of reviewing the risks associated with the vulnerability. Several pieces of information are reviewed in assessing an extension request. Examples of such information include, but are not limited to, the following:

- Reason for the extension request
- Input from the applicable PMO
- Mitigating controls being implemented
- Sensitivity of the information processed in the environment
- Severity of the vulnerability
- Likelihood of the vulnerability being exploited
- Estimated date of compliance with the fix

Once the DAA representative has reviewed the information, a decision is made and the result recorded within VCTS.

### **5.9 Extension Acceptance and Denial**

Once a decision has been made regarding an extension request, the CIO updates the status in VCTS. The Estimated Completion Date Field is updated if necessary by the CIO to indicate the date that full compliance is expected to be achieved by. The CIO may also provide text that needs to be reviewed by the SA.

The assets that have had the extension granted will have their status changed to "extension granted". Those assets that have had the extension denied will have their status changed to "extension denied". At this point, it becomes the responsibility of the SA to correct the vulnerability associated with the asset and to comply with any comments provided by the CIO.

## **6.0 Vulnerability Notice Compliance Validation Process within DISA.**

The IAVA process as directed by the Secretary of Defense requires a vulnerability notice Compliance Validation (CV) Process for each C/S/A (reference section 3.0; reference 1). DISA's IAVA CV Process is currently under development. In the interim, to ensure awareness and visibility throughout the agency, the CIO provides a weekly e-mail notices to each organization's ISSM and their Deputy Director to review and validate all their vulnerability notice entries in the VCTS. Each organization is responsible to ensure that all data in VCTS is accurate and current.

## **7.0 VCTS – Other Uses Within DISA**

Periodically DISA management has a requirement for either collecting or disseminating information agency wide; i.e. identifying firewalls, intrusion detection systems, routers, etc. DOD may also task C/S/As to follow specific guidance and report back; i.e. Joint Task Force Tasking Orders. Management uses the VCTS as a tool to assist them in the collecting and disseminating for this type of information. The naming convention for this type effort is called the "DDIR" vice 'vulnerability notice'. The format for the DDIR is similar to the vulnerability notice in it uses a similar numbering convention; i.e. DDIR-yyyy-nnnn.

## **8.0 Points of Contact within DISA.**

### **8.1 VCTS.**

**VCTS USERID and Password – DECC-D Chambersburg Helpdesk.** VCTS help can be received at the DECC-D Chambersburg helpdesk or by sending an email to weblog. Application specific questions or suggestions can be sent to [vms@chamb.disa.mil](mailto:vms@chamb.disa.mil). The telephone number is (717) 267-5690, DSN 570-5690, 1-800-582-4764, or via the NIPRNET email at [weblog@chamb.disa.mil](mailto:weblog@chamb.disa.mil).

**VCTS System Developers – APPS.** The systems development group can be reached via NIPRNET email at [vms@chamb.disa.mil](mailto:vms@chamb.disa.mil)

**VCTS Process Assistance – CIO.** The telephone number is (703) 681-2558, DSN 761-2558, or via the NIPRNET email at [cioiase@ncr.disa.mil](mailto:cioiase@ncr.disa.mil).

## Annex A – Acronyms and Abbreviations

<b>ASD/C3I</b>	Assistant Secretary of Defense – Command, Control, and Communications.
<b>Asset</b>	See “System Asset”
<b>CIO</b>	Chief Information Officer
<b>Command Staff</b>	Leaders of an organization responsible for ensuring compliance with the IAVA process
<b>Compliance</b>	Correcting the vulnerability in a vulnerability notice using the processes documented in the alert.
<b>C/S/A</b>	Commanders-in-Chief (CINC), Services, and Agencies
<b>DAA</b>	Designated Approving Authority
<b>DISA</b>	Defense Information Systems Agency
<b>DOD-CERT</b>	Department of Defense – Computer Emergency Response Team.
<b>IAVA</b>	Information Assurance Vulnerability Alert – A formal notice issued by the DOD-CERT requiring acknowledgment and compliance within a specified timeframe
<b>IAVB</b>	Information Assurance Vulnerability Bulletin – A formal notice issued by the DOD-CERT requiring acknowledgment only within a specified timeframe
<b>ISSM</b>	Information Systems Security Manager
<b>ISSO</b>	Information Systems Security Officer
<b>SA</b>	System Administrator
<b>SSAA</b>	System Security Authorization Agreement
<b>System Assets</b>	Any software, hardware, data, administrative, physical, communications, or personnel resources within an Information System (i.e. file servers, firewalls, routers, etc.) NSTISSI No. 4009 (Sep 2000)
<b>TA</b>	A formal notice issued by the DOD-CERT that does not require acknowledgment and compliance.
<b>XO</b>	Executive Officer.
<b>Vulnerability</b>	Weakness in an Information System, system security procedures, internal controls, or implementation that could be exploited. NSTISSI No. 4009 (Sep 2000)
<b>VCTS</b>	Vulnerability Compliance Tracking System. This is a DISA developed management tool used in tracking vulnerability notice compliance.

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**Annex C – Sample VCTS IAVA Alert Message**

The following is a sample notification message sent out as part of VCTS informing a user of a vulnerability notice.

**Subject: Information Assurance Vulnerability Alert (IAVA) 1999-0003**

1. The Defense Information Systems Agency (DISA) is releasing VULNERABILITY NOTICE 1999-0003 in accordance with the DISA IAVA Handbook located at URL <https://datahouse.disa.mil/cio/IAVA/IAVAhandbook.html>.
2. At least one SA for each registered system potentially affected by this bulletin is required to acknowledge receipt with 5 days through the Vulnerability Compliance Tracking System (VCTS). In addition, all SAs are required to bring into compliance, request an extension, or indicate the bulletin is not applicable to the system. This status must be reported to the VCTS within 30 days. For unclassified systems, the URL is <https://vcts.disa.mil>. For classified systems (Secret and Confidential), the URL is <https://vcts.disa.smil.mil>.
3. If you are having difficulty accessing or using the application, please contact the RSA Chambersburg Helpdesk by telephone, 717-267-5690, DSN 570-5690 or 1-800-582-4764 or via NIPRNet email at [weblog@chamb.disa.mil](mailto:weblog@chamb.disa.mil). If you have questions about the VCTS application, please email them to [vms@chamb.disa.mil](mailto:vms@chamb.disa.mil).
4. If you have questions regarding the IAVA process, please contact the CIO's office at 703-681-2558 or DSN 761-2558.
5. For further information about the IAVA bulletin itself, please contact the DOD-CERT Hotline at 703-607-4700, DSN 327-4700, or 1-800-357-4231; or via NIPRNet email at [cert@cert.mil](mailto:cert@cert.mil). Information pertaining directly to this vulnerability will be posted on the ASSIST web site at <http://www.cert.mil>. A link to the DOD-CERT web site from the VCTS is also available.

## Annex D – General Questions and Answers

**What's defined in the VCTS?** The VCTS was developed to track all information technology assets that can be affected by any issued alert. This includes systems, both developmental and operational, which are to be certified and accredited by each DAA. Assets that comprise each system will be populated and maintained by each SA or process identified by the activity ISSM. Assets that comprise each network will be populated and maintained by each SA or ISSM. The type of entries in the VCTS may increase as the IAVA process matures.

**Extension – How is it used?** An extension in the IAVA process has two uses. First, the extension can be used in the traditional sense where the DAA accepts the mitigated risk associated with nonstandard official corrective action. Second, the extension can be employed by the user to request additional time to allow for corrective action to occur.

**Extension Request - Who requests an extension?** The SA or ISSO submits an extension request. In the current version, the extension request is sent directly to the DAA for analysis and decision.

**Extension Adjudication - Who decides if an extension is granted?** The DAA, makes extension decisions for the IAVA process.

**Open Status – What does it mean? When is “open” acceptable but not recommended?** As soon as an asset is entered into the VCTS it has an “open” status, until a decision is made otherwise by the individual who has custody for the asset or by a program manager. “Open” means the asset is impacted by a specific alert, however, no protective actions have been put in place – so the vulnerability still exists. Most alerts are issued with a period of 30 days for compliance. An “open” status is acceptable during this 30-day period. However, if an asset becomes operational and is registered in the VCTS 30 days after the initial release of the alert, an “open” status is not acceptable.

**Annex E – Fix Action Plan Format**

<b>Activity / Program</b>	<b>Status</b>	<b># of Assets</b>	<b>Reason For Not Being Fixed</b>	<b>Action Plan</b>	<b>Estimated Fix Date</b>
IAVA 2002-A-00#	Awaiting DAA approval	56	Testing and evaluation patch.	Assuming patch passes testing, will implement 6/11 – 7/10.	7/10/03
Managed Programs					
DISA Activity (i.e. CD, OPS, NS, etc.)					

**Note:**

Each activity ISSM must submit a consolidated activity Fix Action Plan to CIO the 7 days prior to IAVA compliance date or extension expiration.

All Fix Action Plans must be approved by the activity Deputy Director (DD).

***ATTACHMENT 15***

***Military Health System (MHS)  
DITSCAP Checklist***

**Military Health System (MHS)  
DITSCAP Checklist**

Requirement	Description	Information Assurance Service
<b>1) Security, Reliability, and Continuity</b>		
<b>1.1 Procedural Review</b>	An annual IA review is conducted that comprehensively evaluates existing policies and processes to ensure procedural consistency and to ensure that they fully support the goal of uninterrupted operations. (Ref: DoDI 8500.2, February 6, 2003)	<b>Availability</b>
<b>1.2 Best Security Practices</b>	The DoD information system security design incorporates best security practices such as single sign-on, PKE, smart card, and biometrics. (Ref: DoDI 8500.2, February 6, 2003)	<b>Integrity</b>
<b>1.3 Control Board</b>	All DoD Information systems are under the control of a chartered configuration control board that meets regularly. (Ref: DoDI 8500.2, February 6, 2003)	<b>Integrity</b>
<b>1.4 Configuration Specifications</b>	A DoD reference document, such as a security technical implementation guide or security recommendation guide constitutes the primary source for security configuration or implementation guidance for the deployment of newly acquired IA- and IA-enabled IT products that require use of the product's IA capabilities. If a DoD reference document is not available, the following are acceptable in descending order as available: (1) Commercially accepted practices (e.g., SANS); (2) Independent testing results (e.g., ICSA); or (3) Vendor literature. (Ref: DoDI 8500.2, February 6, 2003)	<b>Integrity</b>
<b>1.5 Compliance Testing</b>	A comprehensive set of procedures is implemented that tests all patches, upgrades, and new AIS applications prior to deployment. (Ref: DoDI 8500.2, February 6, 2003)	<b>Availability</b>
<b>1.6 Dedicated IA Services</b>	Acquisition or outsourcing of dedicated IA services, such as incident monitoring, analysis and response; operation of IA devices, such as firewalls; or key management services are supported by a formal risk analysis and approved by the DoD Component CIO. (Ref: DoDI 8500.2, February 6, 2003)	<b>Integrity</b>
<b>1.7 Functional Architecture for AIS Applications</b>	For AIS applications, a functional architecture that identifies the following has been developed and is maintained: - all external interfaces, the information being exchanged, and the protection mechanisms associated with each interface; - user roles required for access control and the access privileges assigned to each role; - unique security requirements (e.g., encryption of key data elements at rest); - categories of sensitive information processed or stored by the AIS application, and their specific protection plans (e.g., Privacy Act, HIPAA); - restoration priority of subsystems, processes, or information. (Ref: DoDI 8500.2, February 6, 2003)	<b>Integrity</b>

**Military Health System (MHS)  
DITSCAP Checklist**

Requirement	Description	Information Assurance
<b>1.8 Hardware (HW) Baseline</b>	A current and comprehensive baseline inventory of all hardware (HW) (to include manufacturer, type, model, physical location and network topology or architecture) required to support enclave operations is maintained by the Configuration Control Board (CCB) and as part of the SSAA. A backup copy of the inventory is stored in a fire-rated container or otherwise not collocated with the original. (Ref: DoDI 8500.2, February 6, 2003)	Availability
<b>1.9 Interconnection Documentation</b>	For AIS applications, a list of all [potential] hosting enclaves is developed and maintained along with evidence of deployment planning and coordination and the exchange of connection rules and requirements. For enclaves, a list of all hosted AIS applications, interconnected outsourced IT-based processes, and interconnected IT platforms is developed and maintained along with evidence of deployment planning and coordination and the exchange of connection rules and requirements. (Ref: DoDI 8500.2, February 6, 2003)	Integrity
<b>1.10 IA Impact Assessment</b>	Changes to the DoD information system are assessed for IA and accreditation impact prior to implementation. (Ref: DoDI 8500.2, February 6, 2003)	Integrity
<b>1.11 IA for IT Services</b>	Acquisition or outsourcing of IT services explicitly addresses Government, service provider, and end user IA roles and responsibilities. (Ref: DoDI 8500.2, February 6, 2003)	Integrity
<b>1.12 Mobile Code</b>	The acquisition, development, and/or use of mobile code to be deployed in DoD systems meets the following requirements (1 - 7 below): (Ref: DODI 8500.2, February 6, 2003)	Integrity
	(1) Emerging mobile code technologies that have not undergone a risk assessment by NSA and been assigned to a Risk Category by the DoD CIO is not used. (Ref: DoDI 8500.2, February 6, 2003)	Integrity
	(2) Category 1 mobile code is signed with a DoD-approved PKI code signing certificate; use of unsigned Category 1 mobile code is prohibited; use of Category 1 mobile code technologies that cannot block or disable unsigned mobile code (e.g., Windows Scripting Host) is prohibited. (Ref: DoDI 8500.2, February 6, 2003)	Integrity
	(3) Category 2 mobile code which executes in a constrained environment without access to system resources (e.g., Windows registry, file system, system parameters, network connections to other than the originating host) may be used. (Ref: DoDI 8500.2, February 6, 2003)	Integrity

**Military Health System (MHS)  
DITSCAP Checklist**

Requirement	Description	Impact/Assurance
	(4) Category 2 mobile code that does not execute in a constrained environment may be used when obtained from a trusted source over an assured channel (e.g., SIPRNET, SSL connection, S/MIME, code is signed with a DoD-approved code signing certificate). (Ref: DoDI 8500.2, February 6, 2003)	Integrity
	(5) Category 3 mobile code may be used (Ref: DoDI 8500.2, February 6, 2003)	Integrity
	(6) All DoD workstation and host software are configured, to the extent possible, to prevent the download and execution of mobile code that is prohibited. (Ref: DoDI 8500.2, February 6, 2003)	Integrity
	(7) The automatic execution of all mobile code in email is prohibited; email software is configured to prompt the user prior to executing mobile code in attachments. (Ref: DoDI 8500.2, February 6, 2003)	Integrity
<b>1.13 Non-repudiation</b>	NIST FIPS 140-2 validated cryptography (e.g., DoD PKI class 3 or 4 token) is used to implement encryption (e.g., AES, 3DES, DES, Skipjack), key exchange (e.g., FIPS 171), digital signature (e.g., DSA, RSA, ECDSA), and hash (e.g., SHA-1, SHA-256, SHA-384, SHA-512). Newer standards should be applied as they become available. (Ref: DoDI 8500.2, February 6, 2003)	Integrity
<b>1.14 Public Domain Software Controls</b>	Binary or machine executable public domain software products and other software products with limited or no warranty such as those commonly known as freeware or shareware are not used in DoD information systems unless they are necessary for mission accomplishment and there are no alternative IT solutions available. Such products are assessed for information assurance impacts, and approved for use by the DAA. The assessment addresses the fact that such software products are difficult or impossible to review, repair, or extend, given that the Government does not have access to the original source code and there is no owner who could make such repairs on behalf of the Government (Ref: DoDI 8500.2, February 6, 2003)	Availability
<b>1.15 Ports, Protocols, and Services</b>	DoD information systems comply with DoD ports, protocols, and services guidance. AIS applications, outsourced IT-based processes and platform IT identify the network ports, protocols, and services they plan to use as early in the life cycle as possible and notify hosting enclaves. Enclaves register all active ports, protocols, and services in accordance with DoD and DoD Component guidance. (Ref: DoDI 8500.2, February 6, 2003)	Availability

**Military Health System (MHS)  
DITSCAP Checklist**

Requirement	Description	Information Assurance
1.16 Configuration Management Process	A configuration management (CM) process is implemented that includes requirements for: (1) Formally documented CM roles, responsibilities, and procedures to include the management of IA information and documentation; (2) A configuration control board that implements procedures to ensure a security review and approval of all proposed DoD information system changes, to include interconnections to other DoD information systems; (3) a testing process to verify proposed configuration changes prior to implementation in the operational environment; and (4) A verification process to provide additional assurance that the CM process is working effectively and that changes outside the CM process are technically or procedurally not permitted. (Ref: DoDI 8500.2, February 6, 2003)	Integrity
1.17 Information Assurance Documentation	All appointments to required IA roles (e.g., DAA and Information Assurance Manager/Information Assurance Officer) are established in writing, to include assigned duties and appointment criteria such as training, security clearance, and IT-designation. A System Security Plan is established that describes the technical, administrative, and procedural IA program and policies that govern the DoD information system, and identifies all IA personnel and specific IA requirements and objectives (e.g., requirements for data handling or dissemination, system redundancy and backup, or emergency response). (Ref: DoDI 8500.2, February 6, 2003)	Availability
1.18 System Library Management Controls	System libraries are managed and maintained to protect privileged programs and to prevent or minimize the introduction of unauthorized code. (Ref: DoDI 8500.2, February 6, 2003)	Integrity
1.19 Software Quality	Software quality requirements and validation methods that are focused on the minimization of flawed or malformed software that can negatively impact integrity or availability (e.g., buffer overruns) are specified for all software development initiatives. (Ref: DoDI 8500.2, February 6, 2003)	Integrity
1.20 System State Changes	System initialization, shutdown, and aborts are configured to ensure that the system remains in a secure state. (Ref: DoDI 8500.2, February 6, 2003)	Integrity
1.21 Software (SW) Baseline	A current and comprehensive baseline inventory of all software (SW) (to include manufacturer, type, and version and installation manuals and procedures) required to support DoD information system operations is maintained by the CCB and as part of the C&A documentation. A backup copy of the inventory is stored in a fire-rated container or otherwise not collocated with the original. (Ref: DoDI 8500.2, February 6, 2003)	Availability

**Military Health System (MHS)  
DITSCAP Checklist**

Requirement	Description	Information Assurance Service
1.22 Acquisition Standards	The acquisition of all IA- and IA-enabled GOTS IT products is limited to products that have been evaluated by the NSA or in accordance with NSA-approved processes. The acquisition of all IA- and IA-enabled COTS IT products is limited to products that have been evaluated or validated through one of the following sources - the International Common Criteria (CC) for Information Security Technology Evaluation Mutual Recognition Arrangement, the NIAP Evaluation and Validation Program, or the FIPS validation program. Robustness requirements, the mission, and customer needs will enable an experienced information systems security engineer to recommend a Protection Profile, a particular evaluated product or a security target with the appropriate assurance requirements for a product to be submitted for evaluation (See also DCSR-1). (Ref: DoDI 8500.2, February 6, 2003)	Confidentiality
1.23 Specified Robustness - Medium	At a minimum, medium-robustness COTS IA and IA-enabled products are used to protect sensitive information when the information transits public networks or the system handling the information is accessible by individuals who are not authorized to access the information on the system. The medium-robustness requirements for products are defined in the Protection Profile Consistency Guidance for Medium Robustness published under the IATF. COTS IA and IA-enabled IT products used for access control, data separation, or privacy on sensitive systems already protected by approved medium-robustness products, at a minimum, satisfy the requirements for basic robustness. If these COTS IA and IA-enabled IT products are used to protect National Security Information by cryptographic means, NSA-approved key management may be required. (Ref: DoDI 8500.2, February 6, 2003)	Confidentiality
2. Identification and Authentication		
2.1 Key Management	Symmetric Keys are produced, controlled, and distributed using NIST-approved key management technology and processes. Asymmetric Keys are produced, controlled, and distributed using DoD PKI Class 3 certificates or pre-placed keying material. (Ref: DoDI 8500.2, February 6, 2003)	Integrity
2.2 Token and Certificate Standards	Identification and authentication is accomplished using the DoD PKI Class 3 certificate and hardware security token (when available) (Ref: DoDI 8500.2, February 6, 2003)	Integrity

**Military Health System (MHS)  
DITSCAP Checklist**

Requirement	Description	Information Assurance Service
<b>2.3 Group Identification and Authentication</b>	Group authenticators for application or network access may be used only in conjunction with an individual authenticator. Any use of group authenticators not based on the DoD PKI has been explicitly approved by the Designated Approving Authority (DAA). (Ref: DoDI 8500.2, February 6, 2003)	<b>Confidentiality</b>
<b>2.4 Individual Identification and Authentication</b>	DoD information system access is gained through the presentation of an individual identifier (e.g., a unique token or user login ID) and password. For systems utilizing a logon ID as the individual identifier, passwords are, at a minimum, a case sensitive 8-character mix of upper case letters, lower case letters, numbers, and special characters, including at least one of each (e.g., emPagd21). At least four characters must be changed when a new password is created. Deployed/tactical systems with limited data input capabilities implement the password to the extent possible. Registration to receive a user ID and password includes authorization by a supervisor, and is done in person before a designated registration authority. (Ref: DoDI 8500.2, February 6, 2003)	<b>Confidentiality</b>
	Additionally, to the extent system capabilities permit, system mechanisms are implemented to enforce automatic expiration of passwords and to prevent password reuse. All factory set, default or standard-user IDs and passwords are removed or changed. Authenticators are protected commensurate with the classification or sensitivity of the information accessed; they are not shared; and they are not embedded in access scripts or stored on function keys. Passwords are encrypted both for storage and for transmission. (Ref: DoDI 8500.2, February 6, 2003)	<b>Confidentiality</b>
<b>3.1 Audit Trail, Monitoring, Analysis and Reporting</b>	Audit trail records from all available sources are regularly reviewed for indications of inappropriate or unusual activity. Suspected violations of IA policies are analyzed and reported in accordance with DoD information system IA procedures. (Ref: DoDI 8500.2, February 6, 2003)	<b>Integrity</b>
<b>3.2 Changes to Data</b>	Access control mechanisms exist to ensure that data is accessed and changed only by authorized personnel. (Ref: DoDI 8500.2, February 6, 2003)	<b>Integrity</b>

**Military Health System (MHS)  
DITSCAP Checklist**

Requirement	Description	Information Assurance Service
<b>3.3 Instant Messaging</b>	Instant messaging traffic to and from instant messaging clients that are independently configured by end users and that interact with a public service provider is prohibited within DoD information systems. Both inbound and outbound public service instant messaging traffic is blocked at the enclave boundary. Note: This does not include IM services that are configured by a DoD AIS application or enclave to perform an authorized and official function. (Ref: DoDI 8500.2, February 6, 2003)	<b>Integrity</b>
<b>3.4 Network Device Controls</b>	An effective network device (e.g., routers, switches, firewalls) control program is implemented and includes: instructions for restart and recovery procedures; restrictions on source code access, system utility access, and system documentation; protection from deletion of system and application files, and a structured process for implementation of directed solutions (e.g., IAVA). (Ref: DoDI 8500.2, February 6, 2003)	<b>Integrity</b>
<b>3.5 Privileged Account Control</b>	All privileged user accounts are established and administered in accordance with a role-based access scheme that organizes all system and network privileges into roles (e.g., key management, network, system administration, database administration, web administration). The IAM tracks privileged role assignments. (Ref: DoDI 8500.2, February 6, 2003)	<b>Integrity</b>
<b>3.6 Production Code Change Controls</b>	Application programmer privileges to change production code and data are limited and are periodically reviewed. (Ref: DoDI 8500.2, February 6, 2003)	<b>Integrity</b>
<b>3.7 Audit Reduction and Report Generation</b>	Tools are available for the review of audit records and for report generation from audit records. (Ref: DoDI 8500.2, February 6, 2003)	<b>Integrity</b>
<b>3.8 Security Configuration Compliance</b>	For Enclaves and AIS applications, all DoD security configuration or implementation guides have been applied. (Ref: DoDI 8500.2, February 6, 2003)	<b>Availability</b>
<b>3.9 Software Development Change Controls</b>	Change controls for software development are in place to prevent unauthorized programs or modifications to programs from being implemented. (Ref: DoDI 8500.2, February 6, 2003)	<b>Integrity</b>
<b>3.10 Transmission Integrity Controls</b>	Good engineering practices with regards to the integrity mechanisms of COTS, GOTS and custom developed solutions are implemented for incoming and outgoing files, such as parity checks and cyclic redundancy checks (CRCs). (Ref: DoDI 8500.2, February 6, 2003)	<b>Integrity</b>
<b>3.11 Audit Trail Protection</b>	The contents of audit trails are protected against unauthorized access, modification, or deletion. (Ref: DoDI 8500.2, February 6, 2003)	<b>Integrity</b>

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Requirement	Description	Information Assurance
<b>3.12 Voice over Internet Protocol</b>	Voice over Internet Protocol (VoIP) traffic to and from workstation IP telephony clients that are independently configured by end users for personal use is prohibited within DoD information systems. Both inbound and outbound individually configured voice over IP traffic is blocked at the enclave boundary. Note: This does not include VoIP services that are configured by a DoD AIS application or enclave to perform an authorized and official function. (Ref: DoDI 8500.2, February 6, 2003)	<b>Availability</b>
<b>3.13 Virus Protection</b>	All servers, workstations, and mobile computing devices implement virus protection that includes a capability for automatic updates. (Ref: DoDI 8500.2, February 6, 2003)	<b>Availability</b>
<b>3.14 Wireless Computing and Networking</b>	Wireless computing and networking capabilities from workstations, laptops, personal digital assistants (PDAs), handheld computers, cellular phones, or other portable electronic devices are implemented in accordance with DoD wireless policy, as issued. Unused wireless computing capabilities internally embedded in interconnected DoD IT assets are normally disabled by changing factory defaults, settings or configurations prior to issue to end users. Wireless computing and networking capabilities are not independently configured by end users. (Ref: DoDI 8500.2, February 6, 2003)	<b>Availability</b>
<b>3.15 Affiliation Display</b>	To help prevent inadvertent disclosure of controlled information, all contractors are identified by the inclusion of the abbreviation "ctr" and all foreign nationals are identified by the inclusion of their two-character country code in. <ul style="list-style-type: none"> <li>- DoD user e-mail addresses (e.g., john.smith.ctr@army.mil or john.smith.uk@army.mil);</li> <li>- DoD user e-mail display names (e.g., John Smith, Contractor&lt;john.smith.ctr@army.mil&gt; or John Smith, United Kingdom &lt;john.smith.uk@army.mil&gt;); and</li> <li>- automated signature blocks (e.g., John Smith, Contractor, J-6K, Joint Staff or John Doe, Australia, LNO, Combatant Command).</li> </ul> Contractors who are also foreign nationals are identified as both (e.g., john.smith.ctr.uk@army.mil). Country codes and guidance regarding their use are in FIPS 10-4. (Ref: DoDI 8500.2, February 6, 2003)	<b>Confidentiality</b>

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DITSCAP Checklist**

Requirement	Description	Information Assurance
<b>3.16 Access for Need-to-Know</b>	<p>Access to all DoD information is determined by both its classification and user need-to-know. Need-to-know is established by the Information Owner and enforced by discretionary or role-based access controls. Access controls are established and enforced for all shared or networked file systems and internal websites, whether classified, sensitive, or unclassified. All internal classified, sensitive, and unclassified websites are organized to provide at least three distinct levels of access:</p> <p>(1) Open access to general information that is made available to all DoD authorized users with network access. Access does not require an audit transaction. (Ref: DoDI 8500.2, February 6, 2003)</p>	Confidentiality
	<p>(2) Controlled access to information that is made available to all DoD authorized users upon the presentation of an individual authenticator. Access is recorded in an audit transaction.</p> <p>(3) Restricted access to need-to-know information that is made available only to an authorized community of interest. Authorized users must present an individual authenticator and have either a demonstrated or validated need-to-know. All access to need-to-know information and all failed access attempts are recorded in audit transactions. (Ref: DoDI 8500.2, February 6, 2003)</p>	Confidentiality
<b>3.17 Audit Record Content</b>	<p>Audit records include:</p> <ul style="list-style-type: none"> <li>- User ID.</li> <li>- Successful and unsuccessful attempts to access security files.</li> <li>- Date and time of the event.</li> <li>- Type of event.</li> <li>- Success or failure of event.</li> <li>- Successful and unsuccessful logons.</li> <li>- Denial of access resulting from excessive number of logon attempts.</li> <li>- Blocking or blacklisting a user ID, terminal or access port and the reason for the action.</li> <li>- Activities that might modify, bypass, or negate safeguards controlled by the system. (Ref: DoDI 8500.2, February 6, 2003)</li> </ul>	Confidentiality
<b>3.18 Encryption for Confidentiality (Data at Rest)</b>	<p>If required by the information owner, NIST-certified cryptography is used to encrypt stored sensitive information. (Ref: DoDI 8500.2, February 6, 2003)</p>	Confidentiality
<b>3.19 Encryption for Confidentiality (Data In Transit)</b>	<p>Unclassified, sensitive data transmitted through a commercial or wireless network are encrypted using NIST-certified cryptography (See also DCSR-2). (Ref: DoDI 8500.2, February 6, 2003)</p>	Confidentiality

**Military Health System (MHS)  
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Requirement	Description	Information Assurance
<b>3.20 Interconnections among DoD Systems and Enclaves</b>	Discretionary access controls are a sufficient IA mechanism for connecting DoD information systems operating at the same classification, but with different need-to-know access rules. A controlled interface is required for interconnections among DoD information systems operating at different classifications levels or between DoD and non-DoD systems or networks. Controlled interfaces are addressed in separate guidance. (Ref: DoDI 8500.2, February 6, 2003)	<b>Confidentiality</b>
<b>3.21 Logon</b>	Successive logon attempts are controlled using one or more of the following: <ul style="list-style-type: none"> <li>- access is denied after multiple unsuccessful logon attempts.</li> <li>- the number of access attempts in a given period is limited.</li> <li>- a time-delay control system is employed.</li> </ul> If the system allows for multiple-logon sessions for each user ID, the system provides a capability to control the number of logon sessions. (Ref: DoDI 8500.2, February 6, 2003)	<b>Confidentiality</b>
<b>3.22 Least Privilege</b>	Access procedures enforce the principles of separation of duties and "least privilege." Access to privileged accounts is limited to privileged users Use of privileged accounts is limited to privileged functions; that is, privileged users use non-privileged accounts for all non-privileged functions. This control is in addition to an appropriate security clearance and need-to-know authorization. (Ref: DoDI 8500.2, February 6, 2003)	<b>Confidentiality</b>
<b>3.23 Marking and Labeling</b>	Information and DoD information systems that store, process, transit, or display data in any form or format that is not approved for public release comply with all requirements for marking and labeling contained in policy and guidance documents, such as DOD 5200.1R. Markings and labels clearly reflect the classification or sensitivity level, if applicable, and any special dissemination, handling, or distribution instructions. (Ref: DoDI 8500.2, February 6, 2003)	<b>Confidentiality</b>
<b>3.24 Conformance Monitoring and Testing</b>	Conformance testing that includes periodic, unannounced, in-depth monitoring and provides for specific penetration testing to ensure compliance with all vulnerability mitigation procedures such as the DoD IAVA or other DoD IA practices is planned, scheduled, and conducted. Testing is intended to ensure that the system's IA capabilities continue to provide adequate assurance against constantly evolving threats and vulnerabilities. (Ref: DoDI 8500.2, February 6, 2003)	<b>Confidentiality</b>
<b>3.25 Encryption for Need-To-Know</b>	Information in transit through a network at the same classification level, but which must be separated for need-to-know reasons, is encrypted, at a minimum, with NIST-certified cryptography. This is in addition to ECCT (encryption for confidentiality). (Ref: DoDI 8500.2, February 6, 2003)	<b>Confidentiality</b>

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Requirement	Description	Information Assurance
3.26 Resource Control	All authorizations to the information contained within an object are revoked prior to initial assignment, allocation, or reallocation to a subject from the system's pool of unused objects. No information, including encrypted representations of information, produced by a prior subject's actions is available to any subject that obtains access to an object that has been released back to the system. There is absolutely no residual data from the former object. (Ref: DoDI 8500.2, February 6, 2003)	Confidentiality
3.27 Audit Record Retention	If the DoD information system contains sources and methods intelligence (SAMI), then audit records are retained for 5 years. Otherwise, audit records are retained for at least 1 year. (Ref: DoDI 8500.2, February 6, 2003)	Integrity
3.28 Tempest Controls	Measures to protect against compromising emanations have been implemented according to DoD Directive S-5200.19. (Ref: DoDI 8500.2, February 6, 2003)	Confidentiality
3.29 Warning Message	All users are warned that they are entering a Government information system, and are provided with appropriate privacy and security notices to include statements informing them that they are subject to monitoring, recording and auditing. (Ref: DoDI 8500.2, February 6, 2003)	Confidentiality
3.30 Account Control	A comprehensive account management process is implemented to ensure that only authorized users can gain access to workstations, applications, and networks and that individual accounts designated as inactive, suspended, or terminated are promptly deactivated. (Ref: DoDI 8500.2, February 6, 2003)	Confidentiality
<b>4.0 Physical Security</b>		
4.1 Boundary Defense	Boundary defense mechanisms to include firewalls and network intrusion detection systems (IDS) are deployed at the enclave boundary to the wide area network, at layered or internal enclave boundaries and at key points in the network, as required. All Internet access is proxied through Internet access points that are under the management and control of the enclave and are isolated from other DoD information systems by physical or technical means. (Ref: DoDI 8500.2, February 6, 2003)	Confidentiality
4.2 Connection Rules	The DoD information system is compliant with established DoD connection rules and approval processes. (Ref: DoDI 8500.2, February 6, 2003)	Availability
4.3 Virtual Private Network Controls (VPN)	All VPN traffic is visible to network intrusion detection systems (IDS). (Ref: DoDI 8500.2, February 6, 2003)	Availability

**Military Health System (MHS)  
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Requirement	Description	Information Assurance
4.4 Intrusion Detection	Certify and evaluate the availability and effectiveness of tools and procedures to ensure real-time monitoring and alerts, intrusion detection, network analysis, audit analysis, user management, risk analysis, and network configuration management tools. (Ref: DoD 8510.1-M, July 2000).	Availability
4.5 Public WAN Connection	Connections between DoD enclaves and the Internet or other public or commercial wide area networks require a demilitarized zone (DMZ). (Ref: DoDI 8500.2, February 6, 2003)	Confidentiality
4.6 Remote Access for Privileged Functions	Remote access for privileged functions is discouraged, is permitted only for compelling operational needs, and is strictly controlled. In addition to EBRU-1, sessions employ security measures, such as a VPN with blocking mode enabled. A complete audit trail of each remote session is recorded, and the IAM/O reviews the log for every remote session. (Ref: DoDI 8500.2, February 6, 2003)	Confidentiality
4.7 Remote Access for User Functions	All remote access to DoD information systems, to include telework access, is mediated through a managed access control point, such as a remote access server in a DMZ. Remote access always uses encryption to protect the confidentiality of the session. The session level encryption equals or exceeds the robustness established in ECCT. Authenticators are restricted to those that offer strong protection against spoofing. Information regarding remote access mechanisms (e.g., Internet address, dial-up connection telephone number) is protected. (Ref: DoDI 8500.2, February 6, 2003)	Confidentiality
<b>5.0 Availability</b>		
5.1 Alternate Site Designation	An alternate site is identified that permits the partial restoration of mission or business essential functions. (Ref: DoDI 8500.2, February 6, 2003)	Availability
5.2 Protection of Backup and Restoration Assets	Procedures are in place assure the appropriate physical and technical protection of the backup and restoration hardware, firmware, and software, such as router tables, compilers, and other security-related system software. (Ref: DoDI 8500 2, February 6, 2003)	Availability
5.3 Data Backup Procedures	Data backup is performed at least weekly. (Ref: DoDI 8500.2, February 6, 2003)	Availability
5.3.1 Data Continuity	Certify that each file or data collection in the system has an identifiable source throughout its life cycle. (Ref: OMB A-130, Appx III, Transmittal No. 4)	Availability

**Military Health System (MHS)  
DITSCAP Checklist**

Requirement	Description	Information Assurance Service
<b>5.4 Disaster and Recovery Planning</b>	A disaster plan exists that provides for the partial resumption of mission or business essential functions within 5 days of activation. (Disaster recovery procedures include business recovery plans, system contingency plans, facility disaster recovery plans, and plan acceptance.) (Ref: DoDI 8500.2, February 6, 2003)	Availability
<b>5.5 Enclave Boundary Defense</b>	Enclave boundary defense at the alternate site provides security measures equivalent to the primary site. (Ref: DoDI 8500.2, February 6, 2003)	Availability
<b>5.6 Scheduled Exercises and Drills</b>	The continuity of operations or disaster recovery plans are exercised annually. (Ref: DoDI 8500.2, February 6, 2003)	Availability
<b>5.7 Identification of Essential Functions</b>	Mission and business essential functions are identified for priority restoration planning. (Ref: DoDI 8500.2, February 6, 2003)	Availability
<b>5.8 Maintenance Support</b>	Maintenance support for key IT assets is available to respond within 24 hours of failure. (Ref: DoDI 8500.2, February 6, 2003)	Availability
<b>5.9 Power Supply</b>	Electrical power is restored to key IT assets by manually activated power generators upon loss of electrical power from the primary source. (Ref: DoDI 8500.2, February 6, 2003)	Availability
<b>5.10 Spares and Parts</b>	Maintenance spares and spare parts for key IT assets can be obtained within 24 hours of failure. (Ref: DoDI 8500.2, February 6, 2003)	Availability
<b>5.11 Backup Copies of Critical SW</b>	Back-up copies of the operating system and other critical software are stored in a fire rated container or otherwise not collocated with the operational software. (Ref: DoDI 8500.2, February 6, 2003)	Availability
<b>5.12 Trusted Recovery</b>	Recovery procedures and technical system features exist to ensure that recovery is done in a secure and verifiable manner. Circumstances that can inhibit a trusted recovery are documented and appropriate mitigating procedures have been put in place. (Ref: DoDI 8500.2, February 6, 2003)	Availability
<b>6. Incident Response Planning</b>		
<b>6.1 Incident Response Planning</b>	An incident response plan exists that identifies the responsible Computer Network Defense Service Provider in accordance with DoD Instruction O-8530.2, defines reportable incidents, outlines a standard operating procedure for incident response to include INFOCON, provides for user training, and establishes an incident response team. The plan is exercised at least annually. (Ref: DoDI 8500.2, February 6, 2003)	Availability

**Military Health System (MHS)  
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Requirement	Description	Information Assurance Service
<b>6.2 Vulnerability Management</b>	A comprehensive vulnerability management process that includes the systematic identification and mitigation of software and hardware vulnerabilities is in place. Wherever system capabilities permit, mitigation is independently validated through inspection and automated vulnerability assessment or state management tools. Vulnerability assessment tools have been acquired, personnel have been appropriately trained, procedures have been developed, and regular internal and external assessments are conducted. For improved interoperability, preference is given to tools that express vulnerabilities in the Common Vulnerabilities and Exposures (CVE) naming convention and use the Open Vulnerability Assessment Language (OVAL) to test for the presence of vulnerabilities. (Ref: DoD 8500.2, February 6, 2003)	<b>Availability</b>
<b>6.3 Assurance</b>	Each information system shall be accredited to operated in accordance with a DAA-approved set of security safeguards. Accreditation will provide the DAA with a measure of confidence that the security features and architecture of an information system accurately mediates and enforces the security policy. (Ref: DoD Information Technology Security Certification and Accreditation Process (DITSCAP) Directive & Instruction, 5200.40, December 1997and DoD 8510.1-M, July 2000)	<b>Availability</b>
<b>6.4 Interim Approval To Operate (IATO)</b>	Information system may be granted and Interim Approval To Operate (IATO) in accordance with a DAA-approved set of security safeguards. The IATO will allow the information system to deploy while enhancement to the security posture of the information system are being implemented. (Ref: DoD Information Technology Security Certification and Accreditation Process (DITSCAP) Directive & Instruction, 5200.40, December 1997and DoD 8510.1-M, July 2000)	<b>Availability</b>
<b>6.5 Approval to Operate (ATO)</b>	Each information system shall be accredited to operated in accordance with a DAA-approved set of security safeguards. Accreditation will provide the DAA with a measure of confidence that the security features and architecture of an information system accurately mediates and enforces the security policy. (Ref: DoD Information Technology Security Certification and Accreditation Process (DITSCAP) Directive & Instruction, 5200.40, December 1997and DoD 8510.1-M, July 2000)	<b>Availability</b>
<b>6.6 System Security Periodic Reviews</b>	Information system shall be subject to system security periodic reviews to ensure no new security risk to the information system has been introduced since the receipt of an ATO for the information system. The periodic reviews will also validate that any changes to the information system since the receipt of an ATO are properly documented. (Ref: DoD Information Technology Security Certification and Accreditation Process (DITSCAP) Directive & Instruction, 5200.40, December 1997and DoD 8510.1-M, July 2000)	<b>Availability</b>

**Military Health System (MHS)  
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Requirement	Description	Information Assurance Service
<b>6.7 Re-Accreditation</b>	Each information system shall be accredited to operated in accordance with a DAA-approved set of security safeguards. Accreditation will provide the DAA with a measure of confidence that the security features and architecture of an information system accurately mediates and enforces the security policy. (Ref: DoD Information Technology Security Certification and Accreditation Process (DITSCAP) Directive & Instruction, 5200.40, December 1997 and DoD 8510.1-M, July 2000)	<b>Availability</b>

***ATTACHMENT 16***

***Physical Security Audit Matrix***

# PHYSICAL SECURITY AUDIT MATRIX

Review Location:  
 Reviewer:  
 Date of Review:

NR.	ITEM	Y	N	NA	FINDING	RECOMMENDATIONS	DISA/NIST MINIMUM SECURITY STANDARD FOR RESTRICTED AREAS	BEST PRACTICE
<b>1.1 Documentation (InfoSec Dept)</b>								
1.1	Security Policy						X	X
1.2	Incidence Response Plan						X	X
1.3	Disaster Recovery Plan (DRP) including natural disasters (flood, hurricane, earthquake, fire, etc)						X	X
1.4	Access Control Documentation						X	X
1.5	Backup Plan						X	X
1.6	Key control is logged, maintained, and reviewed						X	X
<b>1.3 Safety</b>								
2.1	Emergency exits are present and clearly marked						X	X
2.2	Emergency lights with backup power						X	X
2.3	Safety inspection sticker is current						X	X

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## PHYSICAL SECURITY AUDIT MATRIX

NR.	IFPM	Y	N	N/A	FINDING	RECOMMENDATIONS	DISA/NIST MINIMUM SECURITY STANDARD FOR RESTRICTED AREAS	BEST PRACTICE
3.1					Picture identification is present and visible		X	X
3.2					Badge is present and visible		X	X
3.3					Visitors Sign In/Out Log		X	X
3.4					Badge control policies in place		X	X
3.5					Smart Card logs Badge logs are maintained and audited		X	X
3.6					Access card or token swiped or presented at automated reader for building/secure area entry or presentation of access card to security personnel required for building/secure area entry		X	X
3.7					Key control is logged, maintained, and reviewed		X	X

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## PHYSICAL SECURITY AUDIT MATRIX

NR.	ITEM	Y	N	NA	FINDING	RECOMMENDATIONS	DISA/NIST MINIMUM SECURITY STANDARD FOR RESTRICTED AREAS	BEST PRACTICE
3.8	Authorized personnel access list is displayed inside the Data Center (DC) door						X	X
3.9	Data backup tapes are securely stored on-site until moved to off-site facility						X	X
3.10	Data backup tapes are securely stored off-site						X	X
3.11	Deposits and withdrawals of tapes and other storage media from the data backup library is authorized and logged						X	X
3.12	Unattended terminals are password protected						X	X
3.13	Password protected screen saver is set to turn on automatically after 15 minutes of inactivity						X	X

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## PHYSICAL SECURITY AUDIT MATRIX

NR.	ITEM	Y	N	NA	FINDING	RECOMMENDATIONS	DISA/NIST MINIMUM SECURITY STANDARD FOR RESTRICTED AREAS	BEST PRACTICE
4.1	Windows protected by Intrusion Detection Systems (IDS) if less than 18 feet from ground or roof level						X	X
4.2	Openings over 96 square inches covered by material the same as the wall or by iron bars, or 18 gauge wire mesh						X	X
4.3	Individual personnel must have access to restricted areas (must not allow piggybacking or entry to unauthorized individuals)						X	X
4.4	Entrance doors must be constructed of solid wood, metal, or metal clad						X	X

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## PHYSICAL SECURITY AUDIT MATRIX

NR.	ITEM	Y	N	N/A	FINDING	RECOMMENDATIONS	DISA/NIST MINIMUM SECURITY STANDARD FOR RESTRICTED AREAS	BEST PRACTICE
4.5	Emergency doors will be void of all devices on the outside thereby allowing exit but no entry						X	X
4.6	Emergency doors will be equipped with emergency bar openers on the inside with a deadbolt throw of at least ½ inch						X	X
4.7	Doors have hinges on the inside. If door hinges are on the outside, the hinges must be peened, welded or equipped with setscrew fastener						X	X

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## PHYSICAL SECURITY AUDIT MATRIX

NR.	ITEM	Y	N	NA	FINDING	RECOMMENDATIONS	DISA/NIST MINIMUM SECURITY STANDARD FOR RESTRICTED AREAS	BEST PRACTICE
4.8	Simple magnetic alarm switch should be placed on the protected side of doors, windows, or other moveable openings greater than 96 square inches to protect against movement						X	X
4.9	Walls, solid and contained from true floor to next floor or roof						X	X
4.10	True floor to ceiling walls constructed of a material that would provide detections of surreptitious entry						X	X
4.11	Building and secure areas are protected with true ceilings and true floors						X	X
4.12	Roving guard						X	X

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## PHYSICAL SECURITY AUDIT MATRIX

NR.	ITEM	Y	N	NA	FINDING	RECOMMENDATIONS	DISA/NIST MINIMUM SECURITY STANDARD FOR RESTRICTED AREAS	BEST PRACTICE
4.13	Security lighting for all exterior doors						X	X
All Environmental								
5.1	Appropriate fire extinguishers (levels A, B, C) are present with current inspection information						X	X
5.2	Heat Ventilation Air Conditioning (HVAC) is present and working						X	X
5.3	Water sprinklers are present and in working condition						X	X
5.4	Heat and smoke sensors are present and in working condition						X	X
5.5	Uninterrupted Power Supply (UPS) is present and in working condition						X	X
5.6	24 hour temperature monitor/alarm is present and working						X	X
All Physical Threat								

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## PHYSICAL SECURITY AUDIT MATRIX

NR.	ITEM	Y	N	N/A	FINDING	RECOMMENDATIONS	DISA/NIST MINIMUM SECURITY STANDARD FOR RESTRICTED AREAS	BEST PRACTICE
6.1	Internal threat policies/procedures in place						X	X
6.2	External threat policies/procedures in place						X	X
6.3	Sabotage policies/procedures in place						X	X
6.4	Power Outage policies/procedures in place						X	X
	<b>7.0 Mobile Computing Devices</b>							
7.1	Unattended portable and wireless devices are secured and locked						X	X
7.2	Unattended removable media containing sensitive information is secured and locked						X	X

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## PHYSICAL SECURITY AUDIT MATRIX

NR.	ITEM	Y	N	NA	FINDING	RECOMMENDATIONS	DISA/NIST MINIMUM SECURITY STANDARD FOR RESTRICTED AREAS	BEST PRACTICE
	<b>8.0 Sensitive Data</b>							
8.1	Sensitive data should be erased from whiteboards, removed from unsecured areas, and be properly disposed of						X	X
	<b>9.0 Hard Copy Output Areas</b>							
9.1	Hard copy sensitive information that is no longer required is shredded or destroyed						X	X
9.2	All sensitive hard copy output is immediately picked up from output devices						X	X
9.3	All sensitive hard copy output is secured and locked						X	X
	<b>10.0 Marking</b>							
10.1	Sensitive data is marked with the appropriate security label						X	X

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## PHYSICAL SECURITY AUDIT MATRIX

NR.	ITEM	Y	N	NA	FINDING	RECOMMENDATIONS	DISA/NIST MINIMUM SECURITY STANDARD FOR RESTRICTED AREAS	BEST PRACTICE
	11.0 Incident Response							
11.1	Incident Response Plan/Procedure						X	X
11.2	Computer Emergency Response Team (CERT)						X	X

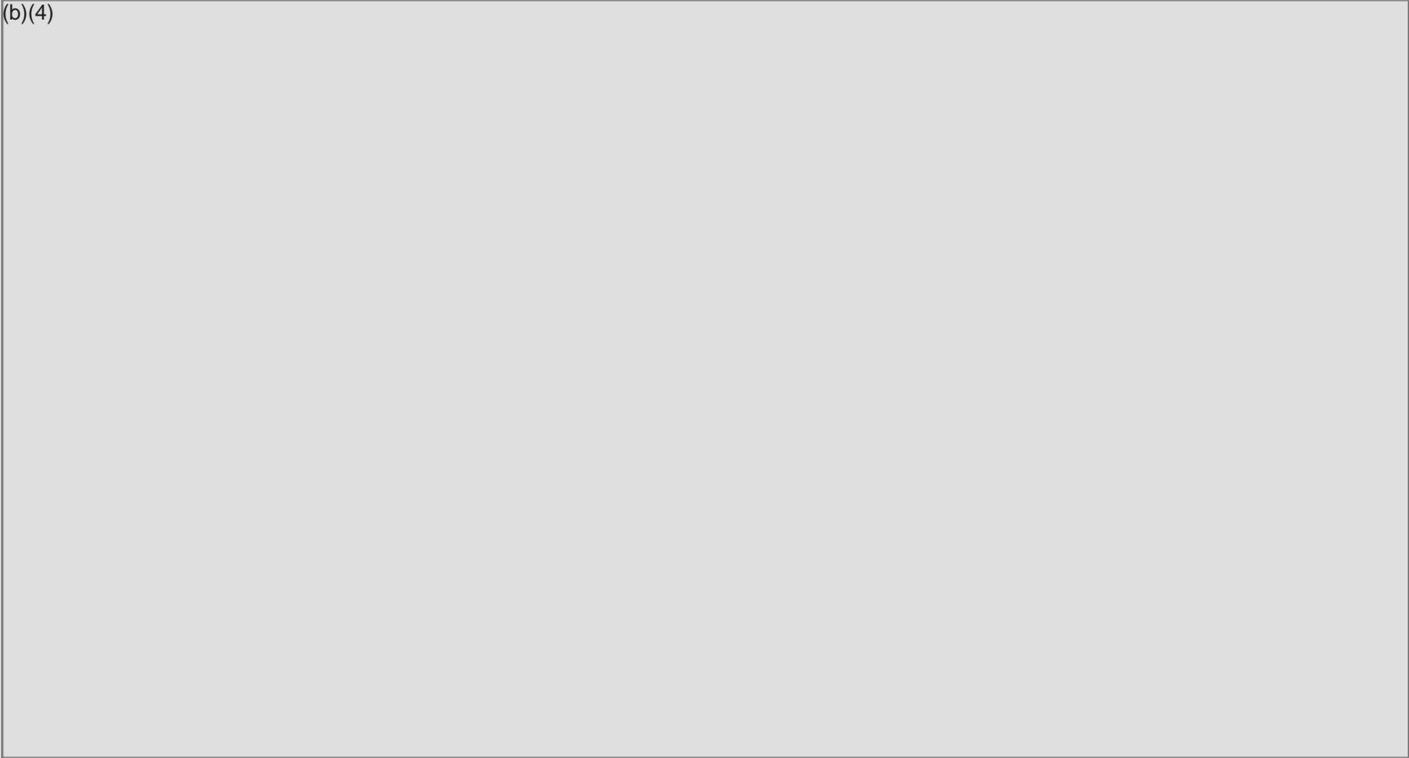
ATTACHMENT 16 DASW01-03-C-0052

***Exhibit 17***

***Final John Hopkins Capitation  
Rates Used for the Base Period***

**Exhibit 1**

(b)(4)



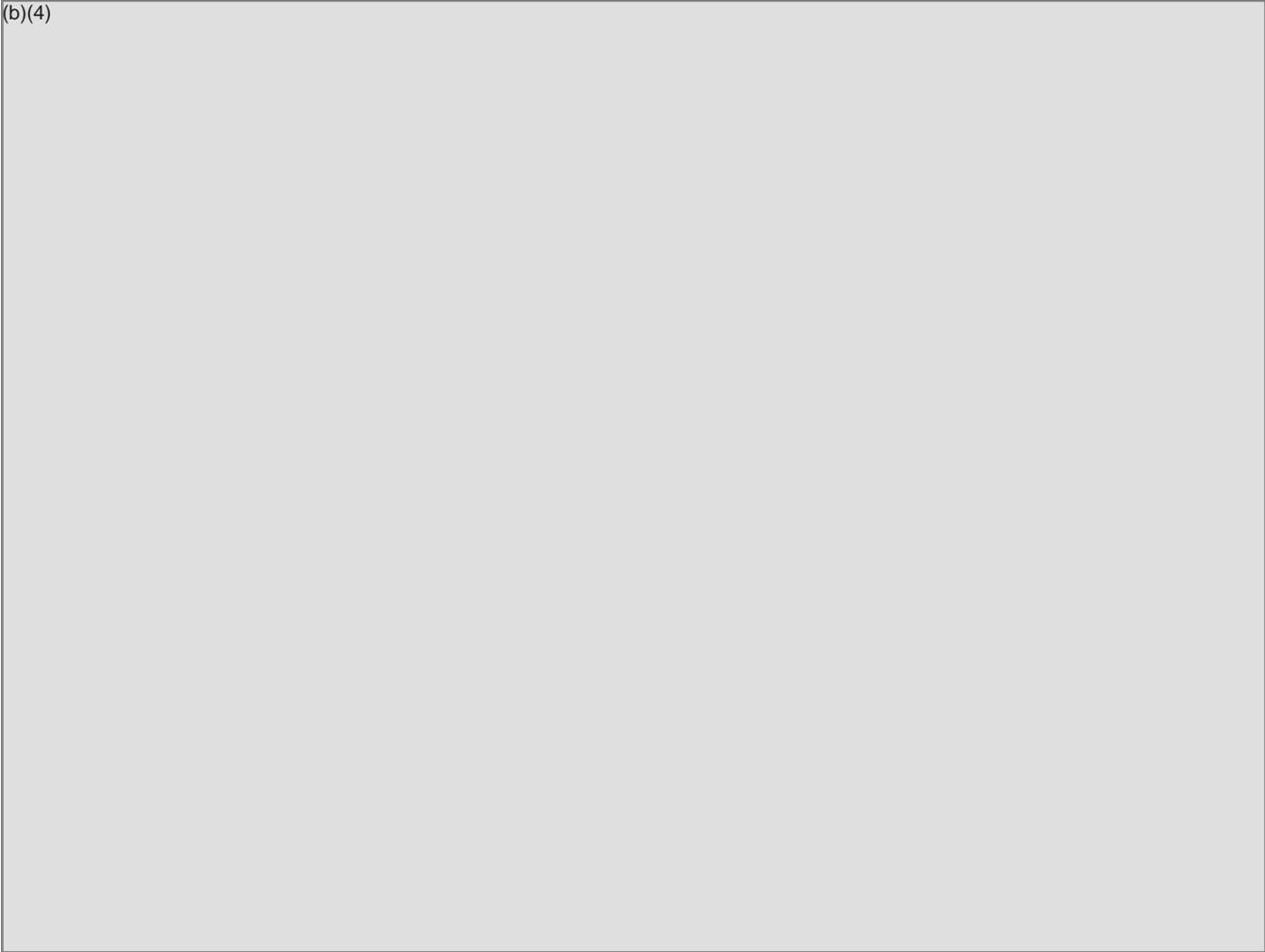
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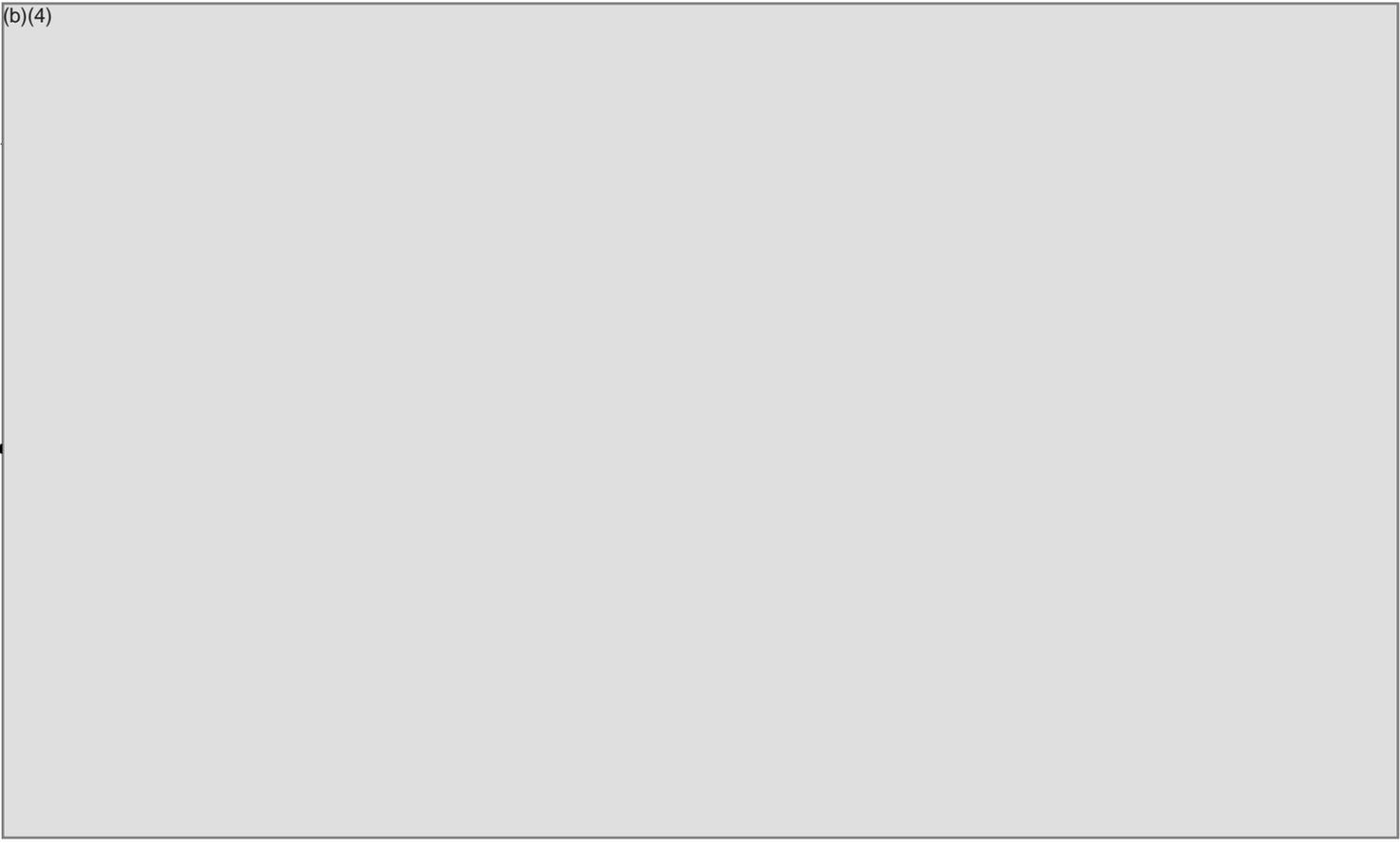
**Exhibit 3**

(b)(4)



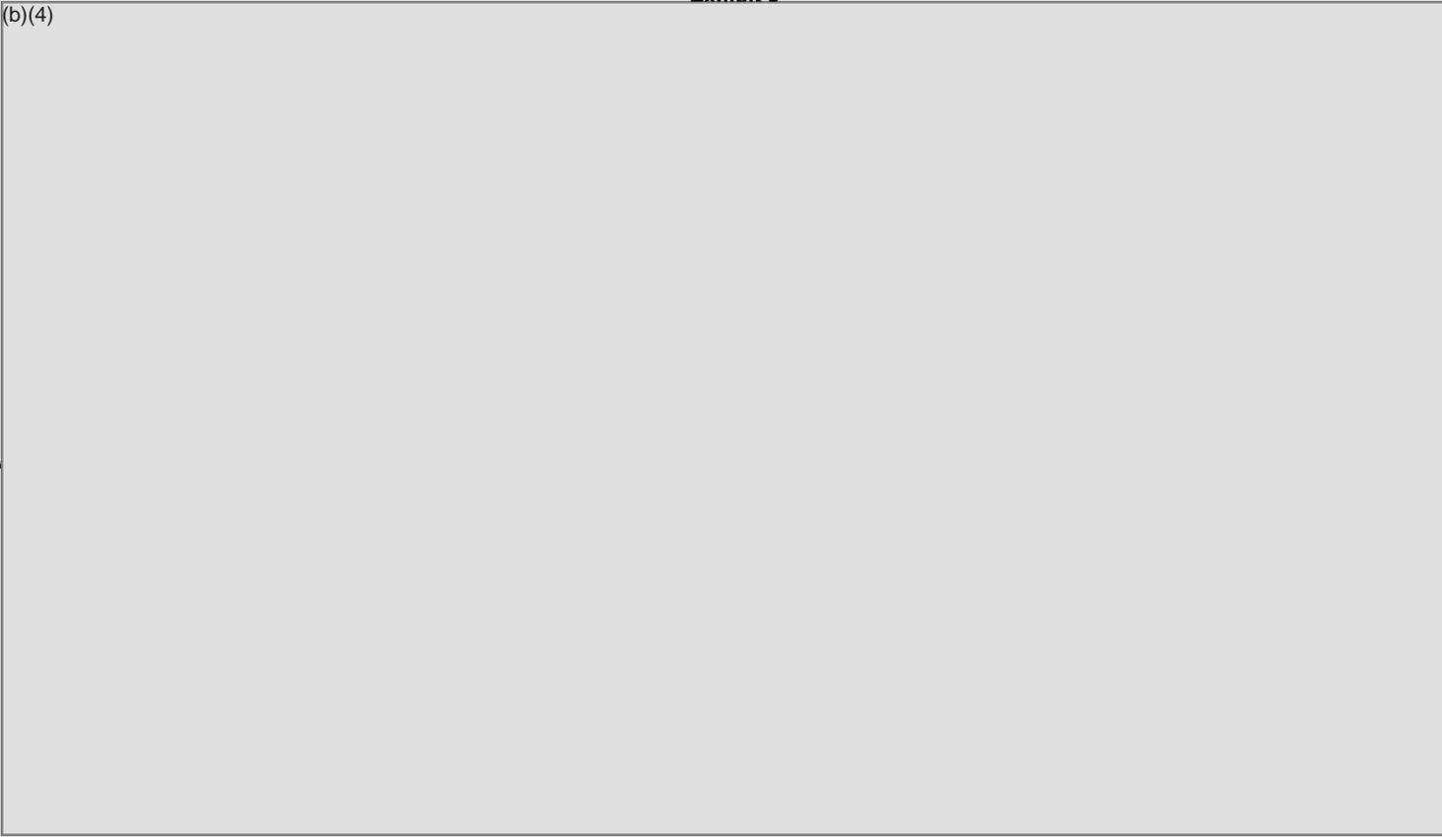
**Exhibit 4**

(b)(4)



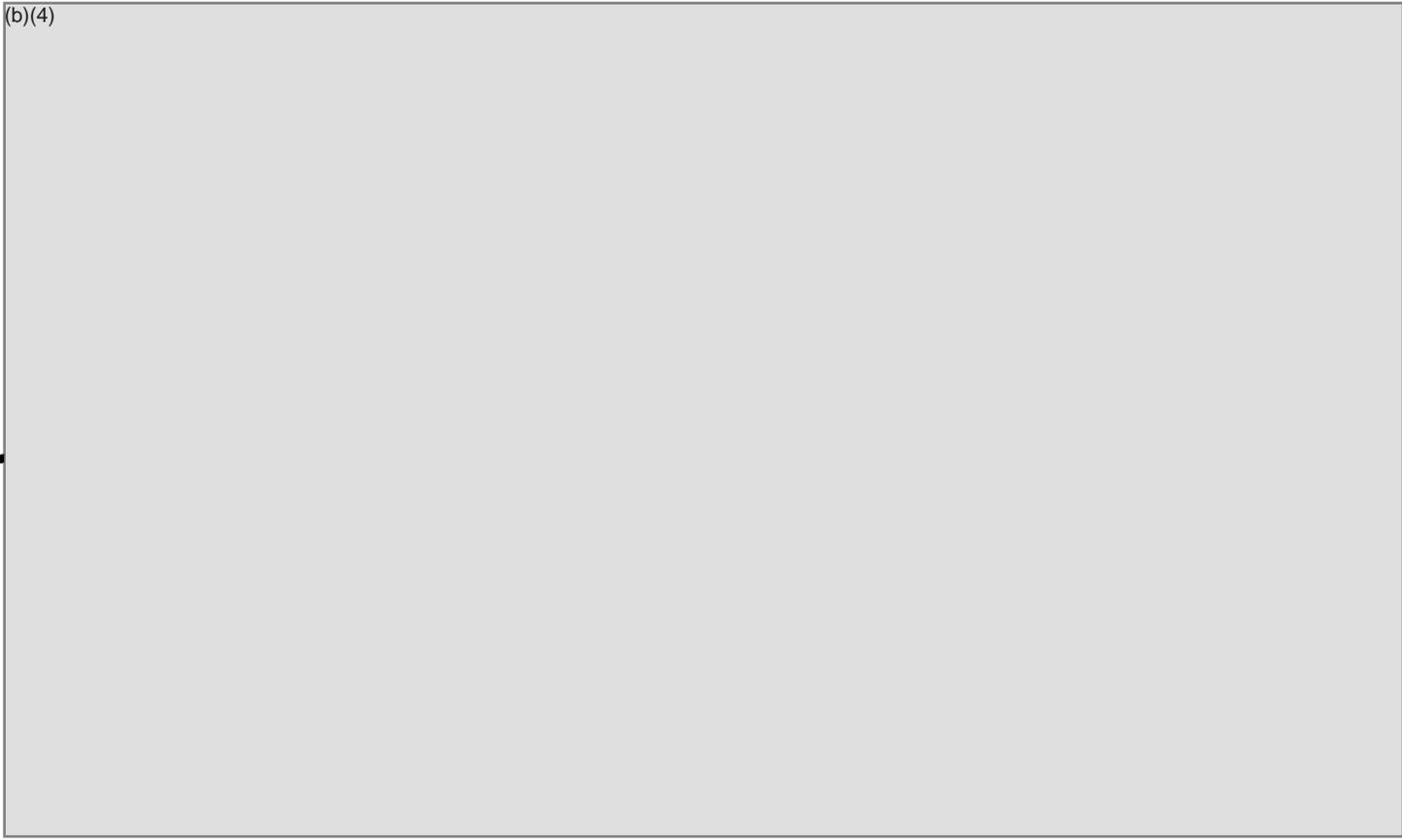
**Exhibit 5**

(b)(4)



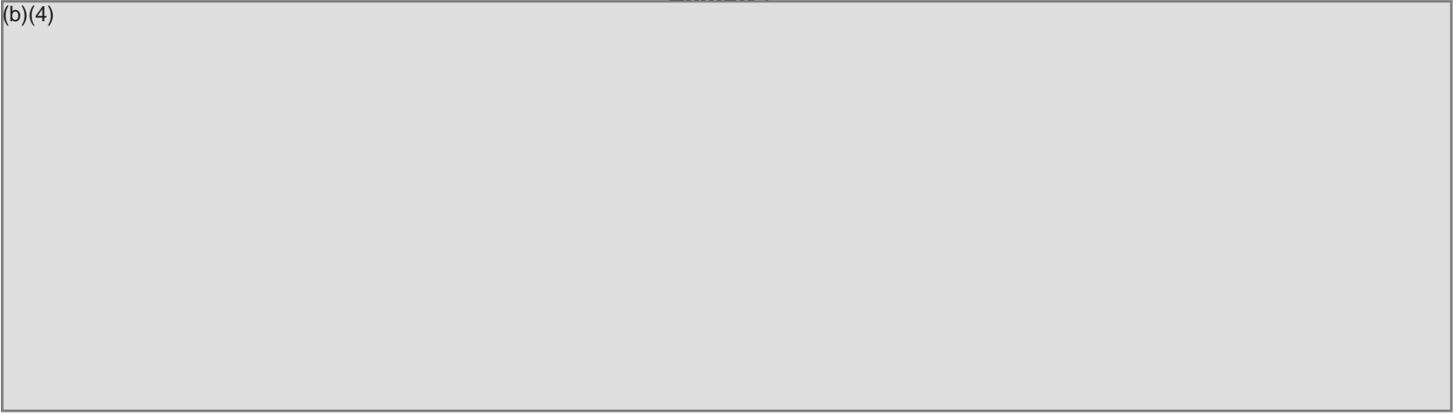
**Exhibit 6**

(b)(4)



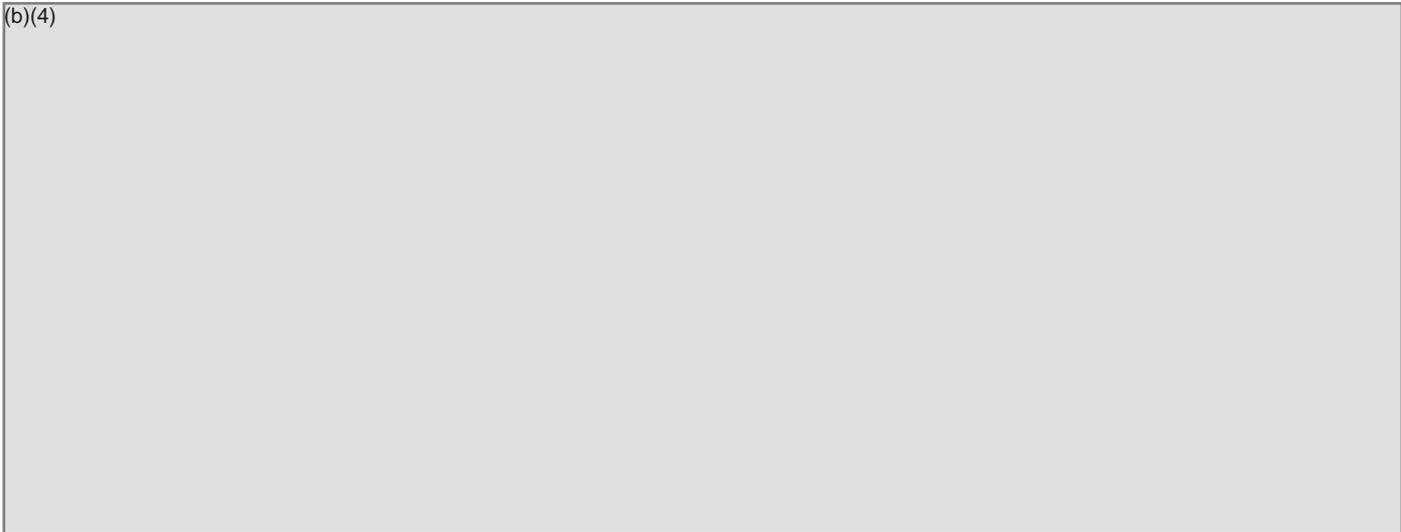
**Exhibit 7**

(b)(4)



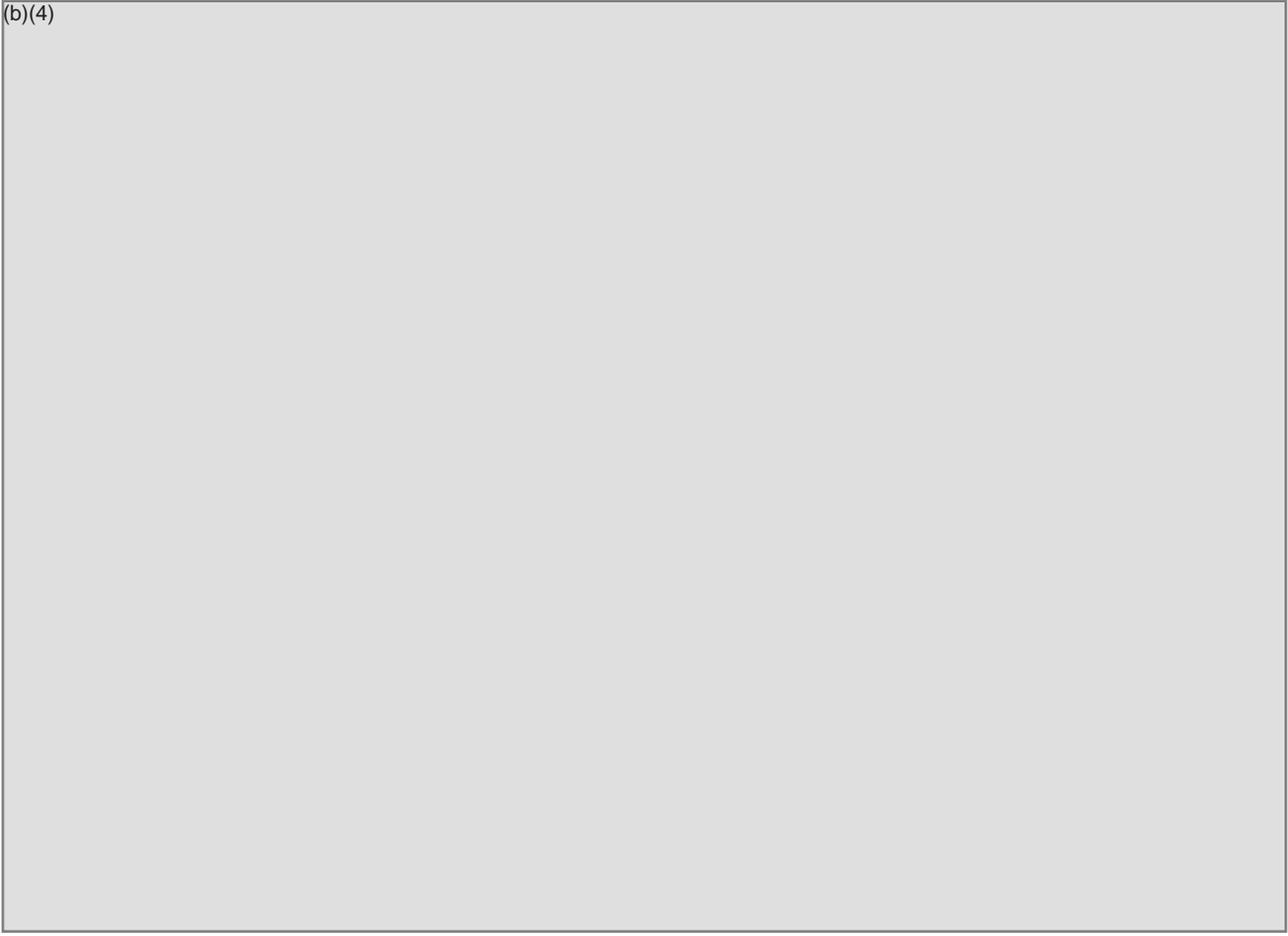
**Exhibit 8**

(b)(4)



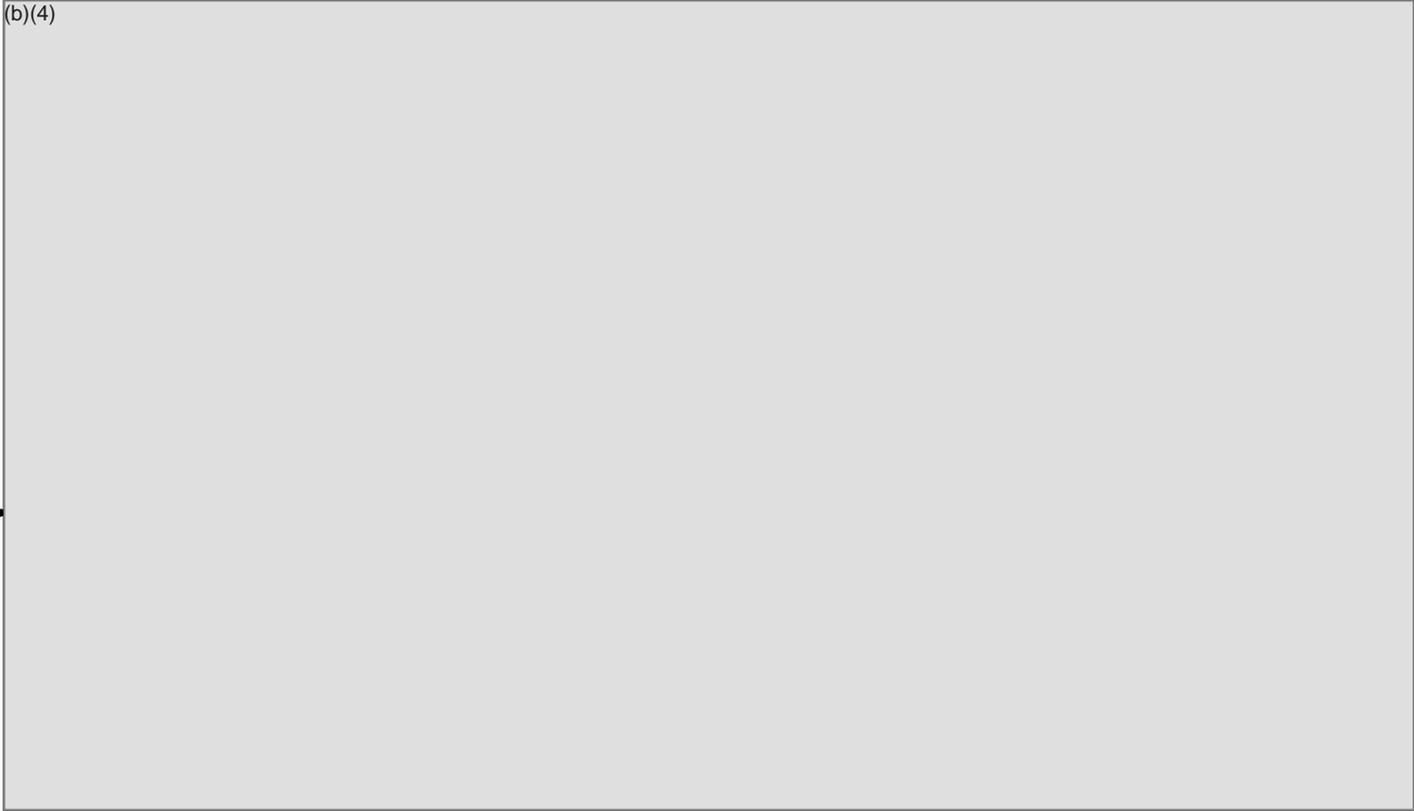
**Exhibit 9**

(b)(4)



**Exhibit 10**

(b)(4)



**Exhibit 11**

(b)(4)



**Exhibit 12**

(b)(4)

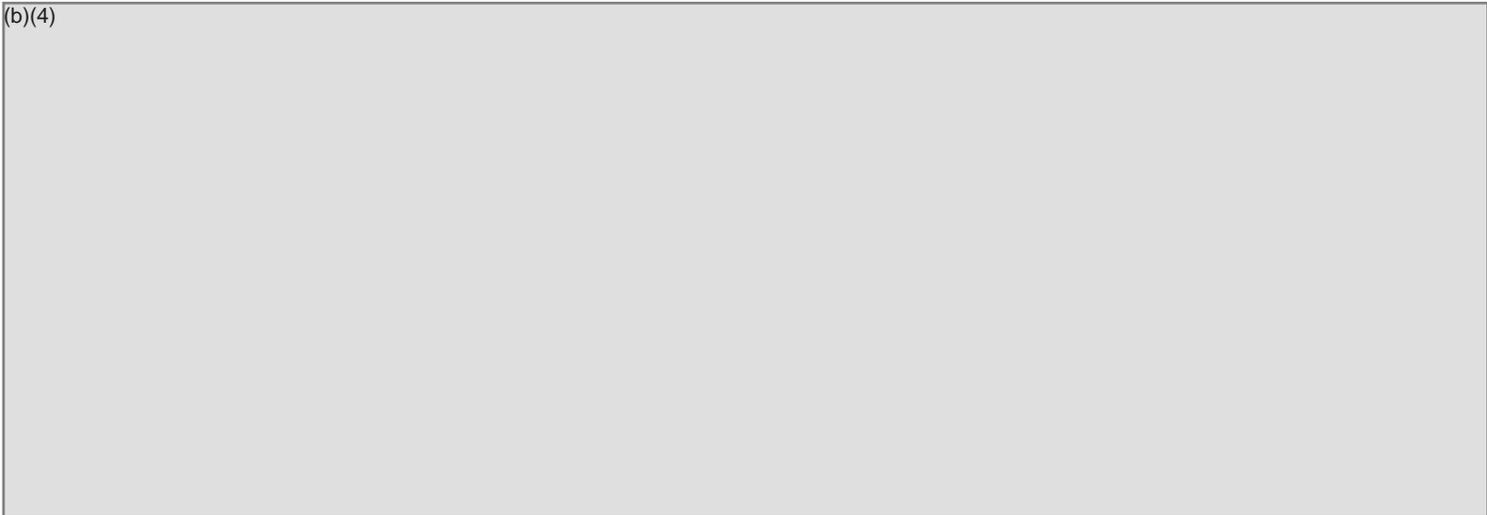
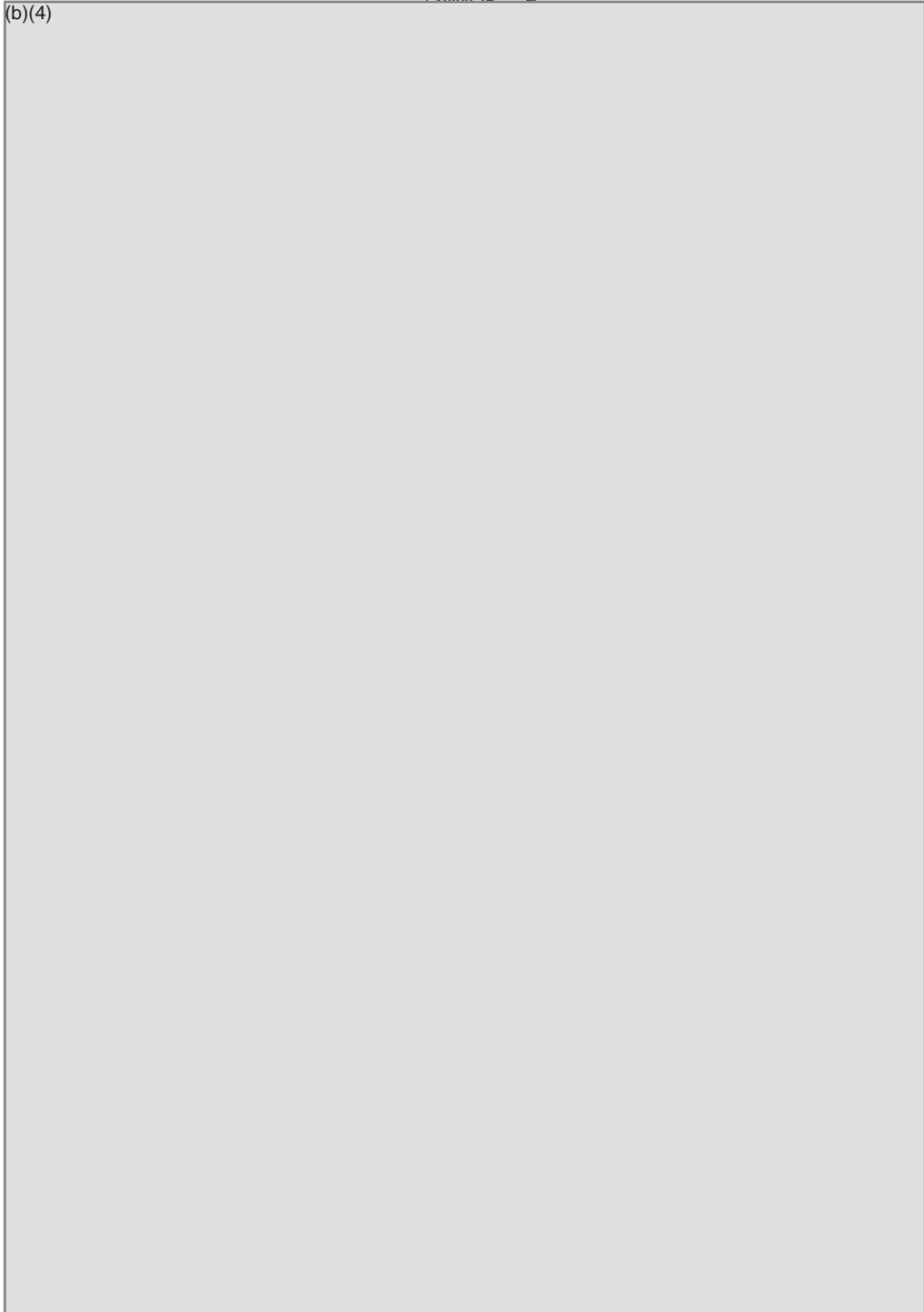


Exhibit 13



(b)(4)



**Exhibit 15**

(b)(4)

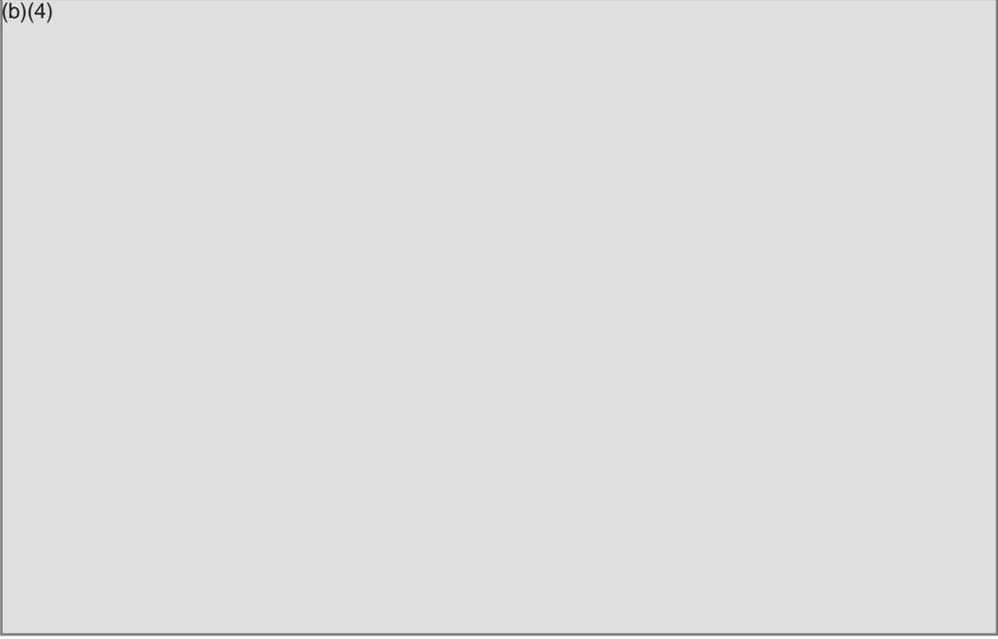
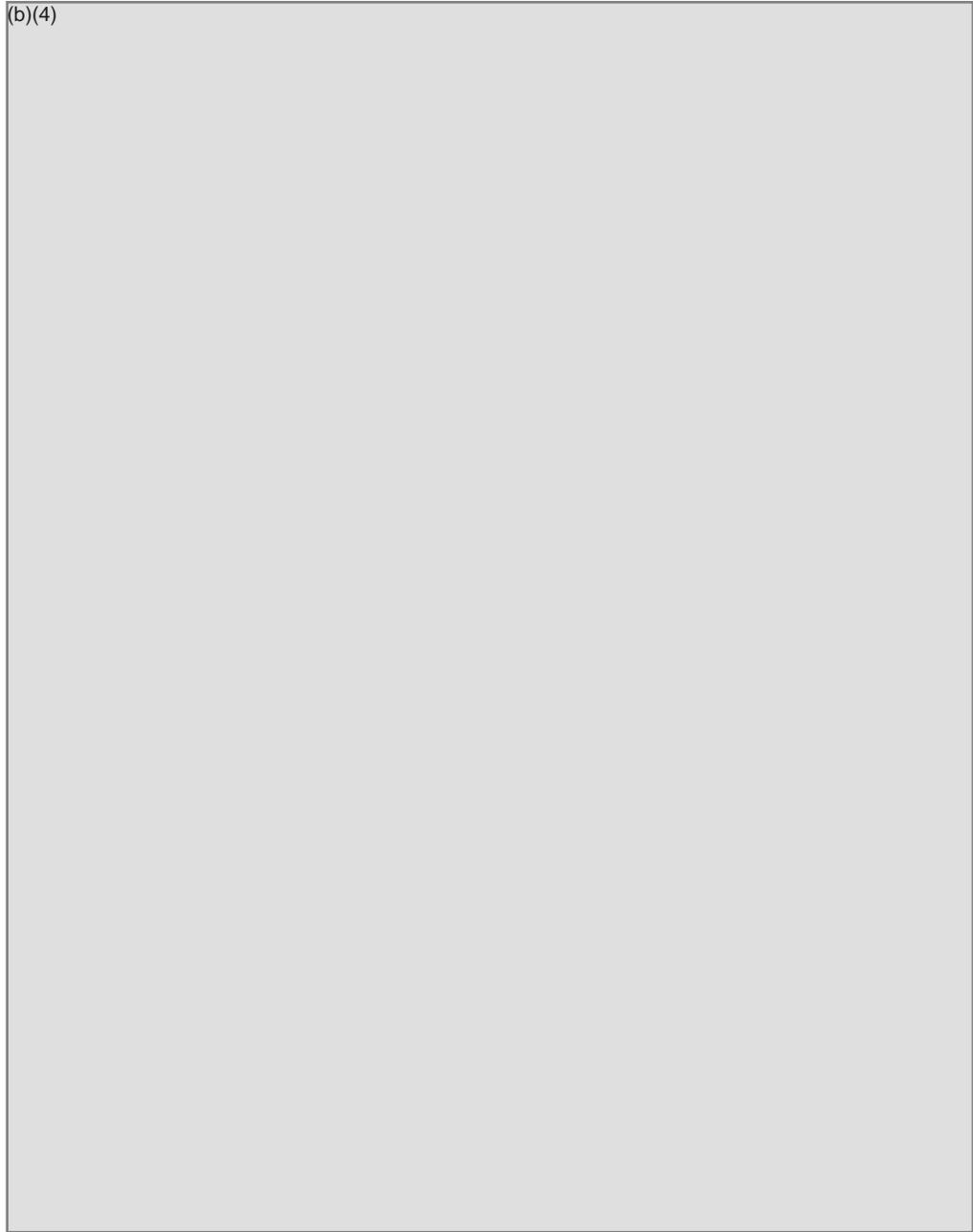


Exhibit 16



ATTACHMENT 17 DASW01-03-C-0052

**Exhibit 17**

(b)(4)

