AWARD / CONTRACT

1. This Contract is a rated order under DPAS (15 CFR 700)	Rating	Page	of Pages
	DO	1	73

2. Contract (Proc., Inst., Ident.) No.	3. Effective Date	4. Requisition / Purchase Request / Project No.
HT940210D0001	May 28, 2010	09-CMB-0256

5. Issued By Code HT9402

DEPARTMENT OF DEFENSE
TRICARE MANAGEMENT ACTIVITY/COD-A
16401 E. CENTRETECH PARKWAY
AURORA, CO 80011-9066
SCOTT J. LAMOND K04 303-676-3649
scott.lamond@tma.osd.mil

6. Administered By (if other than item) Code HT9402

See Item 5

7. Name and address of Contractor (No., Street, City, state and Zip Code)

KEYSTONE PEER REVIEW ORGANIZATION, INC.
777 EAST PARK DRIVE
P.O.BOX 8310
HARRISBURG PA 17105-8310

Vendor ID: 00004923
DUNS:
CEC: 155421159
Cage Code: 1BMP2

8. Delivery
☐ FOB Origin ☐ Other (See below)

9. Discount for prompt payment

10. SUBMIT INVOICES (4 copies unless otherwise specified) Address shown in: Item

Code | Facility Code

11. Ship To / Mark For CodeHT9402

DEPARTMENT OF DEFENSE
TRICARE MANAGEMENT ACTIVITY/COD-A
16401 E. CENTRETECH PARKWAY
AURORA, CO 80011-9066

12. Payment will be made by Code CRM

DEPARTMENT OF DEFENSE
TRICARE MANAGEMENT ACTIVITY (CRM)
16401 E. CENTRETECH PARKWAY
AURORA, CO 80011-9066

13. Authority for using other than full and open competition
☐ 10 U.S.C 2304(c)( ) ☐ 41 U.S.C. 253 (c)( )

14. Accounting and Appropriation Data

15A ITEM NO.	15B SUPPLIES/SERVICES	15C QUANTITY	15D UNIT	15E UNIT PRICE	15F AMOUNT
	This is a requirements contract in accordance with Section I- contract clause entitled Requirements, reference FAR 52.216-21 for the scheduled base period and as exercised by the government for option periods1 through 4. All services shall be ordered in accordance with Section I - contract				

15G. TOTAL AMOUNT OF CONTRACT $ 927,788.46

16. Table of Contents

(x)	Sec.	Description	Pages	(x)	Sec.	Description	Pages
		Part I – The Schedule				**Part II – Contract Clauses**	
X	A	Solicitation/Contract Form	1-5	X	I	Contracts Clauses	59-71
X	B	Supplies or Services and Prices/Cost	6-23			**Part III –List of Documents, Exhibits and other attach.**	
X	C	Description/Specs/Work Statement	24-44	X	J	List of Attachments	72-73
X	D	Packaging and Marking	45-45			**Part IV – Representations and Instructions**	
X	E	Inspection and Acceptance	46-46		K	Representations, Certifications and other statements of Offerors	
X	F	Deliveries or Performance	47-51		L	Instrs., Conds, and Notices to Offerors	
X	G	Contract Administration Data	52-54		M	Evaluation factors for Award	
X	H	Special Contract Requirements	55-58				

Contracting Officer will complete item 17 or 18 as applicable

17. [X] CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 2 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligation of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attached are listed herein.)

18. [ ] AWARD (Contractor is not required to sign this document.) Your offer on Solicitation number _____ including the additions or changes made by you which additions or changes are set forth above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.

19A. Name and Title of Signer (*Type or Print*)

Joseph A. Daugher, Chief Executive Officer

20A. Name of Contracting Officer

SCOTT J. LAMOND 303-676-3649
scott.lamond@tma.osd.mil

19B. Name of Contractor

By _____ (Signature of person authorized to sign)

19C. Date Signed 6-2-10

20B. United States of America

By _____ (Signature of Contracting Officer)

20C. Date Signed 6/7/2010

NSN 7540-01-152-8069
Previous edition is usable

STANDARD FORM 26 (REV. 4-2008)
Prescribed by GSA – FAR (48 CFR) 53.214 (a)

Section A

HT9402-10-D-0001 - SF 26, Part A Continuation: Block 15 B: clause entitled Ordering reference FAR 52.216-18 and Section I - contract clause entitled, Order Limitations, reference FAR 52.216-19.

Additionally incorporated are the following updates in addition to solicitation H94002-09-R-0004 through Amendment 0002, which are the basis of contract HT9402-10-D-0001.

Section C:

C-2.1. Text Changes:

From:

TRICARE Operations Manual (TOM) 6010.51-M, dated August 1, 2002, through Change 92.

TRICARE Policy Manual (TPM) 6010.54-M, dated August 1, 2002, through Change 118.

TRICARE Reimbursement Manual (TRM) 6010.55-M, dated August 1, 2002, through Change 109.

TRICARE Systems Manual (TSM) 7950.1-M, dated August 1, 2002, through Change 78.

To:

TRICARE Operations Manual (TOM) 6010.51-M, dated August 1, 2002, through Change **97**.

TRICARE Policy Manual (TPM) 6010.54-M, dated August 1, 2002, through Change **123**.

TRICARE Reimbursement Manual (TRM) 6010.55-M, dated August 1, 2002, through Change **115**.

TRICARE Systems Manual (TSM) 7950.1-M, dated August 1, 2002, through Change **81**.

TRICARE Quality Monitoring Contract (TQMC) 4Rel

From:

The TRICARE Program Manuals - February 1, 2008 Edition of the TRICARE Manuals are denoted below and relate to TQMC performance requirements and the interface in association with other T-3 suite of contracts:

TRICARE Pharmacy - Contract H94002-08-C-0003 - Express Scripts Inc.
Active Duty Dental Program - Contract H94002-08-C-0004 - United Concordia Companies, Inc.
MCSC North Region - Contract H94002-10-C-0008 - Aetna Government Health Plan, LLC
MCSC South Region - Contract H94002-09-C-0009 - United Health Military and Veterans Services
MCSC West Region - Contract H94002-09-C-0007 - TriWest Healthcare Alliance Corporation
TRICARE Overseas Program (TOP) - Contract H94002-10-D-0001 - International SOS Assistance, Inc.

To:

The TRICARE Program Manuals - February 1, 2008 Edition of the TRICARE Manuals are denoted below and relate to TQMC performance requirements and the interface in association with other T-3 suite of contracts:

TRICARE Pharmacy - Contract H94002-08-C-0003 - Express Scripts Inc.
Active Duty Dental Program - Contract H94002-08-C-0004 - United Concordia Companies, Inc.
MCSC North Region - Contract HT9402-10-C-0002 - Health Net Federal Services, Inc.
MCSC South Region - Contract H94002-09-C-0009 - United Health Military and Veterans Services
MCSC West Region - Contract H94002-09-C-0007 - TriWest Healthcare Alliance Corporation
TRICARE Overseas Program (TOP) - Contract H94002-10-D-0001 - International SOS Assistance, Inc.

From:

TRICARE Operations Manual (TOM) 6010.56-M, dated February 1, 2008, through Change 16.

TRICARE Policy Manual (TPM) 6010.57-M, dated February 1, 2008, through Change 26.

TRICARE Reimbursement Manual (TRM) 6010.58-M, dated February 1, 2008, through Change 25.

TRICARE Systems Manual (TSM) 7950.2-M, dated February 1, 2008, through Change 14.

To:

TRICARE Operations Manual (TOM) 6010.56-M, dated February 1, 2008, through Change 19.

TRICARE Policy Manual (TPM) 6010.57-M, dated February 1, 2008, through Change 27.

TRICARE Reimbursement Manual (TRM) 6010.58-M, dated February 1, 2008, through Change 27.

TRICARE Systems Manual (TSM) 7950.2-M, dated February 1, 2008, through Change 15.

Section E:

E-1. 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998) Text changed:

From: http://www.arnet.gov/
or http://farsite.hill.af.mil/
or http://www.acq.osd.mil/dpap/dfars/

To: https://www.acquisition.gov/far/
or http://farsite.hill.af.mil/
or http://www.acq.osd.mil/dpap/dfars/

Section F:

F-1. 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998) Text changed:

From: http://www.arnet.gov/
or http://farsite.hill.af.mil/
or http://www.acq.osd.mil/dpap/dfars/

To: https://www.acquisition.gov/far/
or http://farsite.hill.af.mil/
or http://www.acq.osd.mil/dpap/dfars/

Section G:

G-1.1. - Updated with KePRO proposal information.

G-1.2. - Text change:

From: Contract administration will be performed by the TRICARE Management Activity Acquisition Management and Support Directorate (AM&S), Contract Management Division and/or as delegated to other Government agencies by the Contracting Officer. The Government points of contact during the performance of this contract will be:

TRICARE Quality Monitoring Contract (TQMC) 4Rel

To: Contract administration will be performed by the TRICARE Management Activity Acquisition Management and Support Directorate (AM&S), Contract Operations Division - Aurora and/or as delegated to other Government agencies by the Contracting Officer. The Government points of contact during the performance of this contract will be:

G-2. - Updated with KePRO proposal information.

Section I:

I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998) Text changed:

From: http://www.arnet.gov/
or http://farsite.hill.af.mil/
or http://www.acq.osd.mil/dpap/dfars/

To: https://www.acquisition.gov/far/
or http://farsite.hill.af.mil/
or http://www.acq.osd.mil/dpap/dfars/

I.10

From:
52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (DEC 2008)(Reference 3.1004)

To:
52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (APR 2010)(Reference 3.1004)

I.88

From: **52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (DEC 2009)** (Reference 44.403)

To: **52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (APR 2010)** (Reference 44.403)

Section J:

Attachment J-10 - DOL Wage Determination - Pennsylvania - #2005-2447, Revision No. 9, dated 01/07/2010

Attachment J-22 - Approved Subcontracting Plan

TRICARE Quality Monitoring Contract (TQMC) 4Rel

Item No.	Supplies/Services	Quantity	Unit	Unit Price	Amount
	clause entitled Ordering reference FAR 52.216-18 and Section I - contract clause entitled, Order Limitations, reference FAR 52.216-19. THIS IS A REQUIREMENTS CONTRACT FOR THE BASE PERIOD SUBCLINS 0003AA AND 0003AB SCHEDULE QUANTITIES ARE ESTIMATED. BASE PERIOD DATE OF AWARD Through March 31, 2011				
0001	TRANSITION - IN / PHASE- IN	1	LT		
0002	PHASE-IN DEFENSE INFORMATION ASSURANCE CERTIFICATION AND ACCREDITATION PROCESS (DIACAP) PHYSICAL AND PERSONNEL SECURITY Ref. C-6.4 and C-6.5	1	LT		
0003	EVOLVING PRACTICES, DEVICES, MEDICINES, TREATMENTS AND PROCEDURE REVIEWS (HEALTHCARE TECHNOLOGY ASSESSMENT) Ref. C-6.11	0	EA		
0003AA	TMA DIRECTED SHORT HEALTHCARE TECHNOLOGY ASSESSMENTS Ref. C-6.11.1	5	EA		
0003AB	TMA DIRECTED LONG HEALTHCARE TECHNOLOGY ASSESSMENTS Ref. C-6.11.1	5	EA	(b)(4)	
0004	PLAN - INTERNAL QUALITY MANAGEMENT QUALITY IMPROVEMENT PROGRAM PLAN (QMQI) Ref. C-6.2.3	1	EA		
	THIS IS A REQUIREMENTS CONTRACT. FOR OPTION PERIOD 1, THE SCHEDULE QUANTITIES ARE ESTIMATED EXCEPT FOR CLINs 1004, 1013, 1014, 1015, AND 1016. OPTION PERIOD 1 - (April 1, 2011 through March 31, 2012)				
1001	MENTAL HEALTH CASE REVIEWS Ref. C-6.6.2	2000	CS		

TRICARE Quality Monitoring Contract (TQMC) 4Rel

Item No.	Supplies/Services	Quantity	Unit	Unit Price	Amount
1002	MEDICAL/ SURGICAL CASE REVIEWS Ref. C-6.6.2	17200	CS		
1003	APPEALS & HEARINGS-PEER REVIEW CASES Ref. C-6.7, C-6.9, C-6.13 and J-6 (part 1)	0	CS		
1003AA	INTERNAL REVIEWS Ref. C-6.9, J-6 (Part 1)	10	CS		
1003AB	URGENT EXTERNAL REVIEWS Ref. C-6.9, J-6 (Part 1)	10	CS		
1003AC	ROUTINE EXTERNAL REVIEW Ref. C-6.9, J-6 (PART 1)	150	CS		
1003AD	TRANSITION ASSISTANCE MANAGEMENT PROGRAM (TAMP) BENEFIT EXTENSION SECOND LEVEL REVIEW Ref. C-6.13	400	CS		
1004	PLAN - INTERNAL QUALITY MANAGEMENT/ QUALITY IMPROVEMENT PROGRAM PLAN (QMQI) Ref. C-6.2.3	1	EA		(b)(4)
1005	FOCUSED STUDIES Ref. C-6.6 and F-8.7	500	HR		
1006	STANDARD OF CARE REVIEWS Ref. C-6.7 and C-6.7.3	0	CS		
1006AA	MTF STANDARDS OF CARE MALPRACTICE REVIEWS Ref. C-6.7 & F-8	320	CS		
1006AB	ACTIVE DUTY SERVICE MEMBER (ADSM) STANDARDS OF CARE REVIEWS Ref. C-6.7.1 & F-8	150	CS		
1006AC	DIRECTED STANDARD OF CARE REVIEWS Ref. C-6.7.2 & F-8	5	CS		

TRICARE Quality Monitoring Contract (TQMC) 4Rel

Item No.	Supplies/Services	Quantity	Unit	Unit Price	Amount
1007	MEDICAL NECESSITY (RECONSIDERATION) APPEAL CASES Ref. C-6.8	750	CS		
1008	MENTAL HEALTH FACILITY CERTIFICATION PROCESS Ref. C- 6..10	0	EA		
1008AA	MENTAL HEALTH FACILITY APPLICATION FOR CERTIFICATION REVIEWS Ref. C - 6.10	75	EA		
1008AB	MENTAL HEALTH FACILITY ON- SITE REVIEWS Ref. C- 6.10.3.2	16	EA		
1009	EVOLVING PRACTICES, DEVICES, MEDICINES, TREATMENTS AND PROCEDURE REVIEWS (HEALTHCARE TECHNOLOGY ASSESSMENTS) Ref. C-6.11	0	EA		
1009AA	TMA DIRECTED SHORT HEALTHCARE TECHNOLOGY ASSESSMENTS Ref. C-6.11.1	5	EA	(b)(4)	
1009AB	TMA DIRECTED LONG HEALTHCARE TECHNOLOGY ASSESSMENTS Ref. C - 6.11.1	5	EA		
1009AC	TQMC SELECTION AND REVIEW OF EVOLVING PRACTICES Ref. C-6.11 & C-6.11.5	16	EA		
1009AD	CMS NATIONAL COVERAGE DETERMINATION REVIEWS Ref. C-6.11.7	4	EA		
1010	REPORTS Ref. C-6.6.2.15, C-6.15 & F-8	0	EA		
1010AA	MONTHLY CONCERNS AND WORKLOAD REPORT Ref. C-6.15 & F-8	12	EA		
1010AB	MONTHLY FACILITIES LISTING REPORT Ref: C-6.15 & F-8	12	EA		

TRICARE Quality Monitoring Contract (TQMC) 4Rel

Item No.	Supplies/Services	Quantity	Unit	Unit Price	Amount
1010AC	QUARTERLY CONTRACTOR PERFORMANCE REPORT Ref: C-6.15 & F-8	4	EA		
1010AD	QUARTERLY INTERNAL QUALITY MANAGEMENT REPORT Ref. C-6.15 & F-8	4	EA		
1010AE	SEMI- ANNUAL REPORT Ref. C-6.15 & F-8	2	EA		
1010AF	ANNUAL CLINICAL QUALITY MANAGEMENT PROGRAM (CQMP) REPORT Ref. C-6.15 & F-8	9	EA		
1010AG	EVOLVING PRACTICES, DEVICES, MEDICINEs, TREATMENTS AND PROCEDURES QUARTERLY REPORT Ref. C-6.15 & F-8	4	EA		
1010AH	ANNUAL CLINICAL QUALITY MANAGEMENT PROGRAM SUMMARY REPORT Ref. C-6.15 & F-8	1	EA	(b)(4)	
1011	REVIEW DP & MCSC CLINICAL QUALITY MANAGEMENT PLANS (CQMP) Ref. C- 6.6.2.15	9	EA		
1012	WITNESS APPEARANCE Ref. J-6 (Part 2)	0	EA		
1012AA	PRE-HEARING PREPARATIONS (PHP)	10	HR		
1012AB	HEARING APPEARANCE	50	HR		
1012AC	POST- HEARING	10	HR		
1012AD	TRANSCRIPTION OF EXPERT WITNESS	5	HR		
1013	ANNUAL HEALTHCARE EFFECTIVENESS DATA & INFORMATION SET (HEDIS) VALIDATION AUDIT Ref. C- 6.12	1	EA		

TRICARE Quality Monitoring Contract (TQMC) 4Rel

Item No.	Supplies/Services	Quantity	Unit	Unit Price	Amount
1014	DEFENSE INFORMATION ASSURANCE CERTIFICATION AND ACCREDITATION PROCESS (DIACAP) PHYSICAL AND PERSONNEL SECURITY Ref. C-6.4 and C- 6.5	12	MO		
1015	MEETING ATTENDANCE Ref. C-6.14	1	LT		
1016	PHASE- OUT	1	LT		
	OPTION PERIOD 2 - (April 1, 2012 through March 31, 2013) THIS IS A REQUIREMENTS CONTRACT. FOR OPTION PERIOD 2 ALL SCHEDULED QUANTITIES ARE ESTIMATED EXCEPT FOR CLINs 2004, 2013, 2014, 2015, AND 2016.				
2001	MENTAL HEALTH CASE REVIEWS Ref. C-6.6.2	2000	CS		
2002	MEDICAL SURGICAL CASE REVIEWS Ref. C- 6.6.2	17200	CS	(b)(4)	
2003	APPEALS & HEARINGS-PEER REVIEW CASES Ref. C-6.9, C-6.13, C-6.7, and J-6 (Part I)	0	CS		
2003AA	INTERNAL REVIEWS Ref. C-6.9, J-6 (Part I)	10	CS		
2003AB	URGENT EXTERNAL REVIEW Ref. C-6.9, J-6 (Part I)	10	CS		
2003AC	ROUTINE EXTERNAL REVIEW Ref. C-6.9, J-6 (Part I)	150	CS		
2003AD	TRANSITIONAL ASSISTANCE MANAGEMENT PROGRAM (TAMP) BENEFIT EXTENSION SECOND LEVEL REVIEW Ref. C-6.13	400	CS		
2004	PLAN- INTERNAL QUALITY MANAGEMENT/ QUALITY IMPROVEMENT PROGRAM PLAN (QMQI) Ref. C-6.2.3	1	EA		

TRICARE Quality Monitoring Contract (TQMC) 4Rel

Item No.	Supplies/Services	Quantity	Unit	Unit Price	Amount
2005	FOCUSED STUDIES Ref. C-6.6	500	HR		
2006	STANDARD OF CARE REVIEWS Ref. C-6.7 & C-6.7.3 & F-8	0	CS		
2006AA	MTF STANDARD OF CARE MALPRACTICE REVIEWS Ref. C-6.7 & F-8	320	CS		
2006AB	ACTIVE DUTY SERVICE MEMBERS (ADSM) STANDARD OF CARE REVIEWS Ref. C-6.7.1 & F-8	150	CS		
2006AC	DIRECTED STANDARD OF CARE REVIEWS Ref. C-6.7.2 & F-8	5	CS		
2007	MEDICAL NECESSITY (RECONSIDERATION) APPEAL CASES Ref. C-6.8	750	CS		
2008	MENTAL HEALTH FACILITY CERTIFICATION PROCESS Ref. C-6.10	0	EA	(b)(4)	
2008AA	MENTAL HEALTH FACILITY APPLICATION FOR CERTIFICATION REVIEWS	75	EA		
2008AB	MENTAL HEALTH FACILITY ON-SITE REVIEWS	16	EA		
2009	EVOLVING PRACTICES, DEVICES, MEDICINES, TREATMENTS AND PROCEDURE REVIEWS (HEALTHCARE TECHNOLOGY ASSESSMENT)	30	EA		
2009AA	TMA DIRECTED SHORT HEALTHCARE TECHNOLOGY ASSESSMENTS	5	EA		
2009AB	TMA DIRECTED LONG HEALTHCARE TECHNOLOGY ASSESSMENTS	5	EA		
2009AC	TQMC SELECTION AND REVIEW OF EVOLVING PRACTICES Ref. C-6.11 & C-6.11.5	16	EA		

TRICARE Quality Monitoring Contract (TQMC) 4Rel

Item No.	Supplies/Services	Quantity	Unit	Unit Price	Amount
2009AD	CMS NATIONAL COVERAGE DETERMINATION REVIEWS	4	EA		
2010	REPORTS Ref. C-6.15 & F-8	0	EA		
2010AA	MONTHLY CONCERNS AND WORKLOAD REPORT Ref. C-6.15 & F-8	12	EA		
2010AB	MONTHLY FACILITIES LISTING REPORT Ref. C-6.15 & F-8	12	EA		
2010AC	QUARTERLY CONTRACTOR PERFORMANCE REPORT Ref. C-6.15 & F-8	4	EA		
2010AD	QUARTERLY INTERNAL QUALITY MANAGEMENT REPORT Ref. C-6.15 & F-8	4	EA		
2010AE	SEMI-ANNUAL REPORT Ref. C-6.15 & F-8	2	EA	(b)(4)	
2010AF	ANNUAL CLINICAL QUALITY MANAGEMENT PROGRAM (CQMP) REPORT Ref. C-6.15 & F-8	9	EA		
2010AG	EVOLVING PRACTICES, DEVICES, MEDICINES, TREATMENTS AND PROCEDURES QUARTERLY REPORT Ref: C-6.15 & F-8	4	EA		
2010AH	ANNUAL CLINICAL QUALITY MANAGEMENT PROGRAM SUMMARY REPORT Ref. C-6.15 & F-8	1	EA		
2011	REVIEW DP & MCSC CLINICAL QUALITY MANAGEMENT PLANS (CQMP) Ref. C-6.6.2.15	9	EA		
2012	WITNESS APPEARANCE Ref. J-6 (Part 2)	0	EA		

TRICARE Quality Monitoring Contract (TQMC) 4Rel

Supplies or Services and Prices/Costs

Item No.	Supplies/Services	Quantity	Unit	Unit Price	Amount
2012AA	PRE-HEARING PREPARATIONS (PHP)	10	HR		
2012AB	HEARING APPEARANCE	50	HR		
2012AC	POST - HEARING	10	HR		
2012AD	TRANSCRIPTION OF EXPERT WITNESS	5	EA		
2013	ANNUAL HEALTHCARE EFFECTIVENESS DATA & INFORMATION SET (HEDIS) VALIDATION AUDIT Ref. C-6.12	1	EA		
2014	DEFENSE INFORMATION ASSURANCE CERTIFICATION AND ACCREDITATION PROCESS (DIACAP) PHYSICAL AND PERSONNEL SECURITY Ref. C -6.4 and C-6.5	12	MO		
2015	MEETING ATTENDANCE Ref. C-6.14	1	LT		
2016	PHASE- OUT	1	LT		
	OPTION PERIOD 3- (April 1, 2013 through March 31, 2014) THIS IS A REQUIREMENTS CONTRACT. ALL SCHEDULE QUANTITIES ARE ESTIMATED EXCEPT FOR CLINs 3004, 3013, 3014, 3015, AND 3016.			(b)(4)	
3001	MENTAL HEALTH CASE REVIEWS Ref. C-6.6.2	2000	CS		
3002	MEDICAL/ SURGICAL CASE REVIEWS Ref. C-6.6.2	17200	CS		
3003	APPEALS & HEARINGS- PEER REVIEW CASES Ref. C-6.9, C-6.13, C-6.6, J-6 (PartI I)	0	CS		
3003AA	INTERNAL REVIEWS Ref. C-6.9, J-6 (Part I)	10	CS		
3003AB	URGENT EXTERNAL REVIEW Ref. C- 6.9, J-6 (Part I)	10	EA		

TRICARE Quality Monitoring Contract (TQMC) 4Rel

Supplies or Services and Prices/Costs

Item No.	Supplies/Services	Quantity	Unit	Unit Price	Amount
3003AC	ROUTINE EXTERNAL REVIEW Ref. C-6.9, J-6 (Part I)	150	CS		
3003AD	TRANSITION ASSISTANCE MANAGEMENT PROGRAM (TAMP) BENEFIT EXTENSION SECOND LEVEL REVIEW Ref. C-6.13	400	CS		
3004	PLAN - INTERNAL QUALITY MANAGEMENT/ QUALITY IMPROVEMENT PROGRAM PLAN (QMQI) Ref. C-6.2.3	1	EA		
3005	FOCUSED STUDIES Ref. C-6.6	500	HR		
3006	STANDARD OF CARE REVIEWS Ref. C--6.7 & C-6.7.3 & F-8	0	CS		
3006AA	MTF STANDARD OF CARE MALPRACTICE REVIEWS Ref. C-6.7 & F-8	320	EA	(b)(4)	
3006AB	ACTIVE DUTY SERVICE MEMBER (ADSM) STANDARD OF CARE REVIEWS Ref. C-6.7.1 & F-8	150	CS		
3006AC	DIRECTED STANDARD OF CARE REVIEWS Ref. C-6.7.2 & F-8	5	CS		
3007	MEDICAL NECESSITY (RECONSIDERATION) APPEAL CASES Ref. C-6.8	750	CS		
3008	MENTAL HEALTH FACILITY CERTIFICATION PROCESS Ref. C-6.10	0	EA		
3008AA	MENTAL HEALTH FACILITY APPLICATION FOR CERTIFICATION REVIEWS	75	EA		
3008AB	MENTAL HEALTH FACILITY ON-SITE REVIEWS	16	EA		

TRICARE Quality Monitoring Contract (TQMC) 4Rel

Item No.	Supplies/Services	Quantity	Unit	Unit Price	Amount
3009	EVOLVING PRACTICES, DEVICES, MEDICINES, TREATMENTS AND PROCEDURES REVIEWS (HEALTHCARE TECHNOLOGY ASSESSMENTS) Ref. C-6.11	0	EA		
3009AA	TMA DIRECTED SHORT HEALTHCARE TECHNOLOGY ASSESSMENT Ref. C-6.11.1	5	EA		
3009AB	TMA DIRECTED LONG HEALTHCARE TECHNOLOGY ASSESSMENTS Ref. C-6.11.1	5	EA		
3009AC	TQMC SELECTION AND REVIEW OF EVOLVING PRACTICES Ref. C-6.11 & c-6.11.5	16	EA		
3009AD	CMS NATIONAL COVERAGE DETERMINATION REVIEWS	4	EA		
3010	REPORTS Ref. C-6.15 & F-8	0	EA		(b)(4)
3010AA	MONTHLY CONCERNS AND WORKLOAD REPORT Ref. C-6.15 & F-8	12	EA		
3010AB	MONTHLY FACILITIES LISTING REPORT Ref. C-6.15 & F-8	12	EA		
3010AC	QUARTERLY CONTRACTORS PERFORMANCE REPORT Ref. C-6.15 & F-8	4	EA		
3010AD	QUARTERLY INTERNAL QUALITY MANAGEMENT REPORT Ref. C-6.15 & F-8	4	EA		
3010AE	SEMI-ANNUAL REPORT Ref. C-6.15 & F-8	2	EA		
3010AF	ANNUAL CLINICAL QUALITY	9	EA		

TRICARE Quality Monitoring Contract (TQMC) 4Rel

Supplies or Services and Prices/Costs

Item No.	Supplies/Services	Quantity	Unit	Unit Price	Amount
	MANAGEMENT PROGRAM (CQMP) REPORT Ref. C-6.15 & F-8				
3010AG	EVOLVING PRACTICES, DEVICES, MEDICINES, TREATMENTS AND PROCEDURES QUARTERLY REPORT Ref: C-6.15 & F-8	4	EA		
3010AH	ANNUAL CLINICAL QUALITY MANAGEMENT PROGRAM SUMMARY REPORT Ref. C-6.15 & F-8	1	EA		
3011	REVIEW DP & MCSC CLINICAL QUALITY MANAGEMENT PLANS (CQMP) Ref. C-6.6.2.15	9	EA		
3012	WITNESS APPEARANCE Ref. J-6 (Part 2)	0	EA		
3012AA	PRE-HEARING PREPARATION (PHP)	10	HR	(b)(4)	
3012AB	HEARING APPEARANCE	50	HR		
3012AC	POST HEARING	10	EA		
3012AD	TRANSCRIPTION OF EXPERT WITNESS	5	EA		
3013	ANNUAL HEALTHCARE EFFECTIVENESS DATA & INFORMATION SET (HEDIS) VALIDATION AUDIT Ref. C-6.12	1	EA		
3014	DEFENSE INFORMATION ASSURANCE CERTIFICATION AND ACCREDITATION PROCESS (DIACAP) PHYSICAL AND PERSONNEL SECURITY Ref. C-6-4 and C-6.5	12	MO		
3015	MEETING ATTENDANCE Ref. C-6.14	1	LT		
3016	PHASE- OUT Ref. C-6.15.4 OPTION PERIOD 4 - (April 1, 2014 through March 31, 2015) THIS IS A REQUIRMENTS CONTRACT. ALL SCHEDULED QUANTITIES ARE ESTIMATED	1	LT		

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Item No.	Supplies/Services	Quantity	Unit	Unit Price	Amount
	EXCEPT FOR CLINs 4004, 4013, 4014, 4015, AND 4016.				
4001	MENTAL HEALTH CASE REVIEWS Ref. C-6.6.2	2000	CS		
4002	MEDICAL/ SURGICAL CASE REVIEWS Ref. C-6.6.2	17200	CS		
4003	APPEALS & HEARINGS- PEER REVIEWS Ref. C-6.0, C-6.7, C-6.13, J-6 (Part 1)	0	CS		
4003AA	INTERNAL REVIEWS Ref. C-6.9, J-6 (Part 1)	10	CS		
4003AB	URGENT EXTERNAL REVIEWS Ref. C-6.9, J-6 (Part I)	10	CS		
4003AC	ROUTINE EXTERNAL REVIEW Ref. C-6.9, J-6 (PART I)	150	CS		
4003AD	TRANSITION ASSISTANCE MANAGEMENT PROGRAM (TAMP) BENEFIT EXTENSION SECOND LEVEL REVIEW Ref. C-6.6.2	400	CS		
4004	PLAN -INTERNAL QUALITY MANAGEMENT IMPROVEMENT PROGRAM PLAN (QMQI Ref. C-6.2.3	1	EA		
4005	FOCUSED STUDIES Ref. C-6.6	500	HR		
4006	STANDARD OF CARE REVIEWS Ref. C-6.7 & C-6.7.3 & F-8	0	CS		
4006AA	MTF STANDARD OF CARE MALPRACTICE REVIEWS Ref. C-6.7 & F-8	320	EA		
4006AB	ACTIVE DUTY SERVICE MEMBER (ADSM) STANDARD OF CARE REVIEWS Ref. C-6.7.1 & F-8	150	CS		
4006AC	DIRECTED STANDARD OF CARE	5	CS		

(b)(4)

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Supplies or Services and Prices/Costs

Item No.	Supplies/Services	Quantity	Unit	Unit Price	Amount
	REVIEWS Ref. C-6.7.2 & F-8				
4007	MEDICAL NECESSITY (RECONSIDERATION) APPEAL CASES Ref. C-6.8	750	CS		
4008	MENTAL HEALTH FACILITY CERTIFICATION PROCESS Ref. C-6.10	0	EA		
4008AA	MENTAL HEALTH FACILITY APPLICATION FOR CERTIFICATION REVIEWS	75	EA		
4008AB	MENTAL HEALTH FACILITY ONSITE REVIEWS	16	EA		
4009	EVOLVING PRACTICES, DEVICES, MEDICINES,TREATMENTS AND PROCEDURE REVIEWS (HEALTHCARE TECHNOLOGY ASSESSMENTS) Ref. C-6.11	0	EA		
4009AA	TMA DIRECTED SHORT HEALTHCARE TECHNOLOGY ASSESSMENTS Ref. C-6.11.1	5	EA	(b)(4)	
4009AB	TMA DIRECTED LONG HEALTHCARE ASSESSMENTS Ref. C-6.11.1	5	EA		
4009AC	TQMC SELECTION AND REVIEW OF EVOLVING PRACTICES Ref. C-6.11 & C-6.11.5	16	EA		
4009AD	CMS NATIONAL COVERAGE DETERMINATION REVIEWS	4	EA		
4010	REPORTS Ref. C-6.15 & F-8	0	EA		
4010AA	MONTHLY CONCERN AND WORKLOAD REPORT Ref. C-6.15 & F-8	12	EA		
4010AB	MONTHLY FACILITIES LISTING	12	EA		

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Item No.	Supplies/Services	Quantity	Unit	Unit Price	Amount
	REPORT Ref. C-6.15 & F-8				
4010AC	QUARTERLY CONTRACTOR PERFORMANCE REPORT Ref. C-6.15 & F-8	4	EA		
4010AD	QUARTERLY INTERNAL QUALITY MANAGEMENT REPORT Ref. C-6.15 & F-8	4	EA		
4010AE	SEMI- ANNUAL REPORTS Ref. C-6.15 & F-8	2	EA		
4010AF	ANNUAL CLINICAL QUALITY MANAGEMENT PROGRAM (CQMP) REPORT Ref. C-6.15 & F-8	9	EA		
4010AG	EVOLVING PRACTICES, DEVICES, MEDICINES, TREATMENTS AND PROCEDURES QUARTERLY REPORT Ref. C-6.15 and F-8	4	EA		
4010AH	ANNUAL CLINICAL QUALITY MANAGEMENT PROGRAM SUMMARY REPORT Ref. C-6.15 & F-8	1	EA		
4011	REVIEW DP & MCSC CLINICAL QUALITY MANAGEMENT PLANS (CQMP) Ref. C-6.6.2.15	9	EA		
4012	WITNESS APPEARANCE Ref. J-6 (Part 2)	0	EA		
4012AA	PRE-HEARING PREPARATIONS (PHP)	10	HR		
4012AB	HEARING APPEARANCE	50	HR		
4012AC	POST HEARING	10	HR		
4012AD	TRANSCRIPTION OF EXPERT WITNESS	5	EA		
4013	ANNUAL HEALTHCARE EFFECTIVENESS DATA & INFORMATION SET (HEDIS) VALIDATION AUDIT	1	EA		

(b)(4)

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Supplies or Services and Prices/Costs

Item No.	Supplies/Services	Quantity	Unit	Unit Price	Amount
	Ref. C-6.12				
4014	DEFENSE INFORMATION ASSURANCE CERTIFICATION AND ACCREDITATION PROCESS (DIACAP) PHYSICAL AND PERSONNEL SECURITY Ref. C-6.4 and C-6.5	12	MO		(b)(4)
4015	MEETING ATTENDANCE Ref. C-6.14	1	LT		
4016	PHASE-OUT	1	LT		

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Section B-2 CLIN Definitions:

Transition-In/Phase-In (CLIN 0001). The unit price and amount is a one-lot price, in terms of whole dollars, with no cents. This amount shall include all costs (including travel and profit) anticipated in performance of transition-in/phase-in services during the base period to accomplish the requirements detailed in the contract.

Defense Information Assurance Certification and Accreditation Process (DIACAP), Physical Security, and Personnel Security (CLINs 0002 and X014). This is a fixed price per unit in dollars and cents (no fractions of cents) for the base period and each option period. The unit price for Security for the base period and each option period shall include all costs and profit associated with performance of the Security activities described in the contract.

Evolving Practices, Devices, Medicines, Treatments and Procedures Reviews (CLINs 0003 & X009) (SLINs X003AA, X003AB, X009AA, X009AB, X009AC & X009AD). The unit price per review in dollars and cents (no fractions of cents) for each specified line item. These amounts shall include all costs and profit associated with the performance and delivery of Evolving Practices, Devices, Medicines, Treatments and Procedures review activities described in the contract.

Plan- Internal Quality Management Quality Improvement Program Plan (QMQI) (CLIN 0004 & X004)
The unit price for the Internal Quality Management Quality Improvement Program Plan for the base period and each option period shall include all costs and profit associated with the accomplishment and delivery of an acceptable Plan.

Mental Health Case Reviews (CLINs X001). The unit fixed price per case in dollars and cents (no fractions of cents) shall include all costs and profit associated with the performance and delivery of Mental Health Case Review activities described in the contract.

Medical/Surgical Case Reviews (CLINs X002). The unit price per case in dollars and cents (no fractions of cents) shall include all costs and profit associated with performance and delivery of the Medical/Surgical Case Review activities described in the contract.

Appeals & Hearings-PEER Review Cases (X003 and SLINs X003AA, X003AB, X003AC & X003AD). The unit price per case in dollars and cents (no fractions of cents) for each SLIN. The unit price shall include all costs and profit associated with the performance and delivery of Internal Review, Urgent External Review, Routine External Review, and TAMP benefit extension second level review activities described in the contract.

Focused Studies (CLINs X005). The unit hourly rate is in dollars and cents (no fractions of cents). The hourly rate shall include all costs (including travel and profit) associated with the performance and delivery of Focused Study activities described in the contract.

MTF Standards of Care Malpractice Reviews (SLINs X006AA). The fixed unit price per case review in dollars and cents (no fractions of cents). The unit price shall include all costs and profit associated with performance and delivery of

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the MTF Standards of Care Malpractice Review activities described in the contract.

ADSM Standard of Care Reviews (SLINs X006AB). The fixed unit price per case review in dollars and cents (no fractions of cents). The unit price shall include all costs and profit associated with performance and delivery with the active duty service member standard of care review activities described in the contract.

CO Directed Standard of Care Reviews (SLINs X006AC). The fixed unit price per case review in dollars and cents (no fractions of cents). The unit price shall include all costs and profit associated with performance and delivery to accomplish the standard of care review activities described in the contract.

Medical Necessity (Reconsideration) Appeal Cases (CLINs X007). The fixed unit price per case review in dollars and cents (no fractions of cents). The unit price shall include all costs and profit associated with performance and delivery associated with the Medical Necessity Appeal activities described in the contract.

Mental Health Facility Certification Process (CLINs X008 and SLINs X008AA, X008AB). This is a fixed price per facility application review (SLINs X008AA) and per on-site review (SLINs 008AB) in dollars and cents (no fractions of cents). The unit price shall include all costs (including travel and profit) associated with the performance of these Mental Health Facility application and on-site review certification activities described in the contract.

Evolving Practices, Devices, Medicines, Treatments and Procedures Reviews (Healthcare Technology Assessments) (CLINs X009 and SLINs X009AA, X009AB, X009AC, X009AD). This is a fixed price per unit in dollars and cents (no fractions of cents) for each specified SLINs. Each unit price shall include all costs and profit associated with the performance and delivery of Evolving Practices, Devices, Medicines, Treatments and Procedures reviews, Healthcare Technology Assessments, and CMS National Coverage Determination Review activities described in the contract.

Reports (SLINs X010AA, X010AB, X010AC, X010AD, X010AE, X010AF, X010AG & X010AH). This is a fixed price per unit in dollars and cents (no fractions of cents) for each specified SLINs. These amounts shall include all costs and profit associated with the accomplishment and delivery for each respective report activity as described in the contract.

Review DP & MCSCs CQM Plans (CLINs X011). This is a fixed price per unit in dollars and cents (no fractions of cents). The unit price shall include all costs and profit to review the Designated Provider and Managed Care Support Contractor's Clinical Quality Management Plans, in accordance with the requirements of the contract.

Witness Appearance (CLINs X012) (SLINs X012AA, X012AB, X012AC, X012AD). The hourly unit price for each SLIN shall include all costs and profit as associated with the performance to accomplish the witness appearance services as described in the contract for pre-hearing, hearing appearance, post-hearing and transcription of expert witness. Each witness appearance SLIN hourly quantity shall be negotiated before issuance of a delivery order and before the services are performed.

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Annual Healthcare Effectiveness Data & Information Set (HEDIS)(CLINs X013). The fixed price per validation audit in dollars and cents (no fractions of cents). The unit price shall include all costs and profit associated with the performance of an annual validation audit of healthcare effectiveness data and information set activities described in the contract.

Meeting Attendance (CLINs X015). The fixed unit price in dollars and cents (no fractions of cents) for participation in two (2) face to face meetings (government site) and two (2) teleconferences annually per Section C. Paragraph C.6.14.

Phase-Out (CLINs X016). The fixed unit price in dollars as a one-lot price, in terms of whole dollars and cents (no fractions of cents) for performance of phase-out activities including travel for each option period. These amounts shall include all costs associated with transitioning to a follow-on contract, when the contractor does not succeed itself, as described in Section C. Although priced each year, phase-out shall only occur once during the life of the contract.

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C-1. GENERAL

C-1.1. Scope. The purpose of this contract is to assist Health Affairs, TRICARE Management Activity (TMA), the TRICARE Regional Offices (TRO), the Designated Provider Program Office (DPPO), the TRICARE Overseas (TAO) Eurasia-Africa, Pacific and Latin America/Canada Program Offices, the TRICARE Dual Eligible Fiscal Intermediary Contract (TDEFIC), the Pharmacy and Dental Program Offices, by providing the Government with an independent, impartial evaluation of the care provided to Military Health System (MHS) beneficiaries. The TRICARE Quality Monitoring Contractor (TQMC) shall review care provided by the Designated Providers (DP) under the Uniformed Services Family Health Plan (USFHP), the Managed Care Support Contracts (MCSCs) and the TDEFIC contractor. In addition, the TQMC will review records from other TRICARE contractors (e.g., TRICARE pharmacy and dental contractors) to satisfy requirements to validate the quality of care delivery under the TRICARE benefit. The TQMC is part of TRICARE's Quality and Utilization Review Peer Review Organization Program, in accordance with Code of Federal Regulations 32 CFR 199.15.

C-1.2. Objectives. The Objectives under this contract are:

C-1.2.1. To provide an independent, impartial evaluation of the health care provided to the MHS beneficiaries.

C-1.2.2. To evaluate "best value health care" as defined in the TRICARE Operations Manual.

C-1.2.3. To measure, evaluate, and identify superior quality health care services and recommend means to transfer successes.

C-1.2.4. To provide comprehensive and timely reviews that are consistent with all TRICARE requirements, to ensure receipt of appropriate levels of health care for all beneficiaries.

C-2. DOCUMENTS

C-2.1. The following documents are incorporated;

Title 10, United States Code, Chapter 55

32 CFR 199

The TRICARE Program Manuals - August 1, 2002 Edition of the TRICARE Manuals are denoted below and relate to TQMC performance requirements and the interface in association with other T-Nex suite of contracts. Anywhere in the TRICARE Program Manuals - August 2002 Edition where it states National Quality Monitoring Contractor or the term NQMC it shall apply to the TQMC during related performance under this contract.

MCSC North Region - Contract H94002-03-C-0011 - Health Net Federal Services, Inc.
MCSC South Region - Contract H94002-03-C-0010 - Humana Military Healthcare Services

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MCSC West Region – Contract H94002-03-C-0009 - TriWest Healthcare Alliance Corporation
TRICARE Dual Eligible Fiscal Intermediary Contract (TDEFIC) - Contract H94002-07-D-0001 - Wisconsin Physicians Service Insurance Corporation (WPS)

Uniformed Services Family Health Plan (Designated Providers - DPs)
Brighton Marine Health Center – Contract - H94002-09-C-0001
Christus Health Systems - Contract H94002-09-C-0002
John Hopkins Medical Service Corp. - Contract H94002-09-C-0003
Martin's Point Health Care Center – Contract H94002-09-C-0004
Pacific Medical Center - Contract H94002-09-C-0005
Saint Vincent Catholic Medical Centers of NY - Contract H94002-09-C-0006

TRICARE Operations Manual (TOM) 6010.51-M, dated August 1, 2002, through Change 97.

TRICARE Policy Manual (TPM) 6010.54-M, dated August 1, 2002, through Change 123.

TRICARE Reimbursement Manual (TRM) 6010.55-M, dated August 1, 2002, through Change 115.

TRICARE Systems Manual (TSM) 7950.1-M, dated August 1, 2002, through Change 81.

The TRICARE Program Manuals - February 1, 2008 Edition of the TRICARE Manuals are denoted below and relate to TQMC performance requirements and the interface in association with other T-3 suite of contracts:

TRICARE Pharmacy - Contract H94002-08-C-0003 - Express Scripts Inc.
Active Duty Dental Program – Contract H94002-08-C-0004 - United Concordia Companies, Inc.
MCSC North Region - Contract HT9402-10-C-0002 - Health Net Federal Services, Inc.
MCSC South Region - Contract H94002-09-C-0009 - United Health Military and Veterans Services
MCSC West Region - Contract H94002-09-C-0007 - TriWest Healthcare Alliance Corporation
TRICARE Overseas Program (TOP) - Contract H94002-10-D-0001 - International SOS Assistance, Inc.

TRICARE Operations Manual (TOM) 6010.56-M, dated February 1, 2008, through Change 19.

TRICARE Policy Manual (TPM) 6010.57-M, dated February 1, 2008, through Change 27.

TRICARE Reimbursement Manual (TRM) 6010.58-M, dated February 1, 2008, through Change 27.

TRICARE Systems Manual (TSM) 7950.2-M, dated February 1, 2008, through Change 15.

C-2.2. The TRICARE manuals and CFR are located at: http://manuals.tricare.osd.mil.

C-3. DEFINITIONS AND ACRONYMS

Definitions and Acronyms are listed in the TRICARE Operations Manual, Appendix A.

C-4. GOVERNMENT FURNISHED INFORMATION

The TQMC will be provided medical records for the performance of this contract.

C-5. CONTRACTOR FURNISHED ITEMS

The TQMC furnishes all necessary labor, materials, facilities, and equipment for the satisfactory performance of this contract.

C-6. TECHNICAL REQUIREMENTS

C-6.1. General. The TQMC shall establish and maintain sufficient and appropriate management, staff, management support services, resources and facilities necessary to achieve and maintain compliance with the requirements of this contract.

C-6.1.1. The TQMC shall have available to it the services of actively practicing, board certified, licensed doctors of medicine and osteopathy and dentists to assure adequate review of services provided by the various medical and dental specialties and subspecialties, as identified by the American Board of Medical Specialties, the Bureau of Osteopathic Specialists and the National Certifying Boards for Dental Specialties. Active participation means practicing, on a routine basis, a minimum of 20 hours per week. Section J, Attachment 23 provides historical information regarding the specialty types utilized for reviews under this contract. The list should not be considered all inclusive as other types of reviews may be required in the future. If a specialty not previously identified is required, a 30 day extension may be requested for a particular review, to accommodate securing the services of the specialty provider.

C-6.1.2. The TQMC shall provide actively practicing non-physician reviewers of all the provider types set forth in 32 CFR 199.6.

C-6.1.3. The TQMC shall have procedures and policies in place that shall ensure independent and objective reviews.

C-6.2. Management

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C-6.2.1. Staffing. The TQMC shall assure that all staff are qualified to perform their assigned responsibilities by education, training and experience. The TQMC shall provide position descriptions for all staff categories including required education, training and experience.

C-6.2.2. Reviewers. The TQMC shall document its review and verification of the credentials, and maintain current and accurate records, for all reviewers under this contract. The TQMC shall conduct the credential verification process when the reviewer is first considered for employment or contract, or every three years, after the individual has assumed reviewer responsibilities. It shall be the TQMC's responsibility to ensure that all staff maintains the required qualifications and certifications while performing under this contract. Credentialing files shall be available for inspection and audit by representatives from the Government upon request.

C-6.2.3. Quality Management. The TQMC shall establish and continuously operate an Internal Quality Management Program (IQMP) covering every aspect of the TQMC's operation to ensure control, accuracy, and timeliness, effective with the start of Option Period 1 and continuing through the life of the contract. The TQMC shall assess its compliance with qualitative and quantitative standards, identify problems, and identify corrective actions planned or to be initiated. The TQMC shall submit their Internal Quality Management Program Plan 60 days prior to the start of the first option period and shall update the plan annually in collaboration with the COR within 30 days following the start of each option period. The Internal Quality Management/Quality Improvement Program Plan will detail all aspects of the TQMC's quality program including the major components of the program, quality control activities, quality assurance functions, organizational responsibilities for quality management, and how identified quality problems will be monitored and resolved.

C-6.2.3.1. The TQMC shall comply with the Staff Training Program and the Internal Audits and Management Control Programs of the TOM, Chapter 1, Section 4.

C-6.2.4. Records Management. The TQMC shall comply with records management provisions of 36 CFR 1222.48 and the TOM, Chapter 2. The TQMC shall identify its Record Manager to the Contracting Officer within ten (10) calendar days after contract award. Following contract award, the TQMC shall schedule its Records Manager to attend the next available TMA records management class presented annually in Denver, Colorado. This is a five-day course. The Records Manager will be required to attend the course annually thereafter.

C-6.2.5. Records Security and Confidentiality. The TQMC shall operate a system of records in support of the Department of Defense (DoD) Military Health System which requires obtaining, maintaining, and using personal information strictly in accordance with controlling laws, regulations, DoD Policy, and contract requirements. The TQMC, in collaboration with the managed care support contractors (MCSCs), designated providers (DPs), TRICARE Dual Eligible Fiscal Intermediary Contractor (TDEFIC), TRICARE Overseas Program (TOP) Contractor, pharmacy and dental contractors shall develop a

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positive transfer of records process to establish a common mechanism for transmittal of records and documentation of timely receipt.

C-6.2.5.1. In addition to the security requirements for the TQMC's information system/networks under Section C below, the TQMC shall also operate the system of records strictly in accordance with controlling laws, regulations, and DoD policy on confidentiality and privacy of individually identifiable information in accordance with TOM, Chapter 1, Section 5. The TQMC shall also provide and document necessary and appropriate training of all workforce members (e.g., all employees, volunteers, trainees, and other persons who conduct and perform work (for the TQMC) in the proper handling and safeguarding of this information. Sensitive personal information must be protected, in terms of privacy and security during use, transmission, storage, destruction, and handling.

C-6.2.5.2. Pursuant to Federal Acquisition Regulation (FAR) Part 24, the requirements of the Privacy Act (5 USC 552a) and the Department of Defense Privacy Program (DoD 5400.11-R) are applicable to this contract and the systems of records operated and maintained by the TQMC on behalf of the TMA. These systems of records are found at 65 Federal Register 30966 (Health Benefits Authorization Files, Medical/Dental Care and Claims History Files), 60 FR 43775 (USTF Managed Care System), 69 FR 50171 and 71 FR 16127 (Military Health Information System), and 64 FR 22837 (Health Affairs Survey Data Base). The records systems are operated and maintained by a DoD Component (TMA). See TOM, Chapter 1, Section 5, Chapter 2, Section 1, and Chapter 2, Section 2.

C-6.3. Health Insurance Portability and Accountability Act (Security and Privacy Rule) and Privacy Act. The TQMC shall comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) requirements, specifically, the administrative simplifications provisions of the law and the associated rules and regulations published by the Secretary, Health and Human Services (HHS), the DoD Health Information Privacy Regulation (DoD 6025.19-R), the HIPAA Security Compliance Memorandum (HA Policy 60-010), the Security Standards for the Protection of Electronic Protected Health Information and the requirements of the TOM, Chapter 19 and the TSM, Chapter 1.

C-6.3.1. The TQMC shall establish in collaboration with the contractors, a process for the positive transfer of records which will provide 100% accountability of all records requested by and provided to the TQMC for retrospective review or inclusion in a focused study. A sample transfer of a record document is included in Section J, Attachment 19.

C-6.4. The DoD Information Assurance Certification and Accreditation Process (DIACAP) is the standardized approach to the Certification and Accreditation (C&A) process within DoD. Each IS/network that undergoes DIACAP 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. DIACAP activity shall be completed in accordance with TSM Chapter 1, Section 1.1 paragraph 3.3.

C-6.5. Information Systems (IS)/Networks Personnel Security. The Government shall coordinate with the TQMC to initiate and document all activities

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necessary to ensure compliance with the Personnel Security Program and the TSM, Chapter 1 Section 1.1 paragraph 7.0.

C-6.6. Focused Studies. As directed by the Contracting Officer, the TQMC shall conduct focused studies that will identify critical risks for TMA consideration. In general, TMA will select study issues that have a potential to significantly impact beneficiary health, functional status, and satisfaction. Additionally, focused studies may be related to specific individual providers, provider groups, or institutional providers. A Purchased Care Quality Advisory Panel (PCQAP) consisting of representatives of TMA Healthcare Operations, the Designated Provider Program Office, the TRO clinical staff, Director of Clinical Operations, Pharmacy Program Management, Dental Program Management and Overseas Program Management offices will provide guidance on the performance of the focused quality studies. The PCQAP will function as a conduit to provide necessary information to the TQMC to facilitate appropriate studies. The TQMC shall create a study tracking and monitoring mechanism (accessible to the government), that includes a compendium of current studies in progress as well as those already completed to ensure the maximum benefit from this TQMC component is obtained.

C-6.6.1.1. Sixty days prior to the beginning of each option period, the TQMC shall propose twelve studies for consideration based on a thorough review and analysis of information gathered from TMA/HA Leadership including the TROs, MCSCs, DPs, Pharmacy, Dental and Overseas representatives; current trends in the health care industry with reference to its applicability to the MHS; and the findings of past MHS studies/outcome. Each period, study proposals must include at least one each for Pharmacy, Dental, and Overseas Medical Care. For each proposed study, the TQMC shall describe the study to ensure the study is applicable and appropriate to the population in enough detail so that the government is confident that they are feasible. The recommended studies after the base period may be a combination of new, current and/or past studies. The proposed studies must be evidence based and aligned with best practices identified in the MHS or the health care industry. Access to appropriate TMA data will be authorized after completion of DIACAP certification and execution of a data use agreement (DUA) (See Attachment J-5 sample) and may be used as a component of study selection. A list of all individuals consulting on each study, with a brief of their credentials, shall be supplied. The TQMC shall demonstrate how each of the studies will have tangible benefits (i.e. demonstrable cost savings, improved outcomes, access or satisfaction) and lead to demonstrable improvement in the quality of care provided to MHS beneficiaries. Focused study reviews may also include evaluation of:

i. High volume case types (OB, cardiovascular, orthopedic, trauma care)
ii. High cost case types (neonatal, special procedure)
iii. High potential for patient safety compromise (provider institutions, nursing homes, outpatient procedures)
iv. "high" diagnostic group findings
v. Non network provider cases (might examine what types of care most frequently are provided by non-network providers and identify quality markers in these areas)

C-6.6.1.2. The PCQAP will select up to six studies per option period to be conducted and completed by the TQMC. The first year's study topics will be

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selected and reported to the TQMC thirty days prior to the start of the Option Period 1. The TQMC shall then further develop the study design for presentation to the PCQAP. Once approved by the panel, medical records abstraction in support of studies can convene. It is anticipated that the medical records reviews will be spread throughout the period of performance. The studies selected may or may not include those proposed by the TQMC. The government anticipates innovative studies that facilitate collection of purchased care data in a way that will permit comparison with data collected for the direct care system for Joint Commission Quality Measures, MHS Portal HEDIS® effectiveness of care measures, or special focused studies collected by the Military Health System Clinical Quality Management (MHS CQM) Program. The status of the studies and interventions will be presented for review at monthly PCQAP meetings. The TQMC shall plan and coordinate the monthly meetings of the PCQAP by teleconferencing or web conferencing. Updates on study progress shall be provided monthly to the PCQAP and included in the minutes.

C-6.6.1.3. One of the selected studies each year shall be done collaboratively with the MHS CQM contractor (https://www.mhs-cqm.info/index.aspx) and must examine interfaces of care between the direct care system and the purchased care network. The current capability and operational requirements on providers in the direct care system require increased utilization of the purchased care network. Therefore, beneficiaries move frequently between military treatment facilities and civilian health care providers. The MHS CQM contractor has the capability to examine patient records from the MTF while the TQMC has the capability to examine records from the purchased care network. Examples of these types of studies may include, but are not limited to, transfers of maternal-fetal units at risk for preterm delivery or delivery of high risk neonates, transfers of patients with acute myocardial infarction to higher levels of care, or stabilization and transfer of trauma victims to higher levels of care. The TQMC shall provide their staff with collaborative information and training to be knowledgeable of the terms and conditions of the MHS CQM contract necessary for accomplishment selected studies.

C-6.6.1.4. The TQMC shall comply with the provisions of 32 CFR 219; 10 USC 980; and the current version of DoD Directive 3216.02, Protection of Human Subjects and Adherence to Ethical Standards in DoD-Supported Research, dated March 25, 2002. The TQMC shall have a federal assurance designating an Institutional Review Board (IRB) of record or be willing to obtain either a Federal Wide Assurance or a DoD Single Project Assurance. The TQMC shall submit the research protocol for review/approval to the IRB or the Component Designated Oversight Office (CDOO) within 30 days following study design. If submitted to the IRB, once approved or determined to be exempt, the TQMC shall submit the IRB approved protocol to the CDOO. Depending on the risk level of the research and other regulatory requirements, the CDOO requires either: review and approval by TMA's IRB of record, including scientific review; or DOD component level review.

C-6.6.1.5. Development of study topics and the methodology for the studies requires the application of bio-statistical and epidemiological processes to determine sample size, accurate data collection techniques, scientifically sound analytical processes, appropriate sample stratification procedures, association of patient risk factors (risk adjustment when required), and identifying where processes of care impact significantly on variations in

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outcomes. The work performed must be comparable to the quality of professional medical literature submitted for publication.

C-6.6.1.6. Methods used by the TQMC for calculating metrics shall be aligned with national benchmarks, when applicable. Medical records availability to abstract data for performance review is an issue that should be considered when estimating the number of records that must be pulled for performance measure samples. Records will generally be abstracted by TQMC's personnel from purchased care records submitted to the TQMC as described in Chapter 7 of the TOM. When proposing studies, the TQMC should consider that a maximum of 1,600 medical records may be made available for review each month through the MCSC, DP, TDEFIC, dental, and overseas contractors in accordance with TOM Chapter 7 requirements. These records may be for inpatient physical or behavioral health, outpatient physical and behavioral health, ambulatory surgical, or from any other care setting. If a study of larger magnitude is selected, monthly records allocations can be combined to provide for a statistically valid random sample of records.

C-6.6.1.7. Study findings and recommendations must be made available to the Contracting Officer's Representative (COR). At the completion of a study, the TQMC shall develop a process to disseminate the knowledge gained from the study with suggested target audience when appropriate. The methods selected shall be designed for efficient dissemination to the entire MHS through the individual Services and applicable contractors. The mechanisms selected for dissemination shall be consistent with available technology and may include fact sheets and web-based educational programs offering continuing education credit.

C-6.6.1.8. The TQMC shall maintain the data throughout the duration of the study in compliance with all DoD requirements. At the completion of the study, the TQMC shall coordinate the transition of the data file from the study or intervention with TMA Healthcare Operations (HCO). The data file shall include an overview of the contents of the file, the file layout, a data dictionary, a description of the data collection methodology and the data collected for the study.

C-6.6.1.9. Case selection for inclusion in focused studies will be coordinated by the TQMC with the COR. TQMC shall prepare chart requests and furnish to the MCSCs, DPs, TDEFIC, Overseas, and dental contractors to facilitate receipt of charts for review. The applicable contractors will request the medical records for review and will forward those records to the TQMC in accordance with TOM Chapter 7 Section 3 requirements. The records may be representative of any healthcare setting.

C-6.6.1.10. The TQMC shall provide a study summary report to TMA as negotiated on a per-study basis.

The TQMC shall:

1. Provide a list of at least 12 proposed focused study topics 60 days before the start work date of Option Period 1, and before each option period thereafter. The list shall include expert consultants that will be used for each study proposed

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2. Coordinate the transition of the data file generated from each focused study to include an overview of the contents of the files, the file layout, the data dictionary, a description of the collection methodology, and the data collected from the study.

3. Provide a monthly update of the status of studies and interventions to the PCQAP.

4. Provide a paper and electronic copy of the study or intervention at the time of completion to the TQMC COR for dissemination. The report shall include an executive summary of each focused study.

C-6.6.2. Retrospective Reviews. In addition to the data collection required for the focused studies, the TQMC shall review each chart utilized for the studies for those data elements required in 32 CFR 199.15 (as applicable) and the TRICARE Manuals and provide results of the review to the relevant MCSC or DP.

C-6.6.2.1. The TQMC shall retrospectively review medical, surgical, and mental health cases to determine the medical necessity and appropriateness of care of the services provided. To carry out this review, the TQMC shall use InterQual® criteria to provide consistent and standardized reviews in accordance with 32 CFR 199.15 and the TRICARE Manuals. The retrospective review component using these selected cases shall be completed within 30 days of the date when TQMC receives the chart except in the instance cited in C-6.6.2.6 which affords an additional period for review when a potential quality concern is identified which required confirmation by a board certified, licensed physician who is actively practicing in the clinical area being reviewed.

C-6.6.2.2. For each case selected by TMA, the TQMC shall review whether the MCSC and DP are performing pre-authorizations and retrospective and prepayment review, consistent with TOM, Chapter 7.

C-6.6.2.3. The TQMC shall review cases for medical necessity and appropriateness of services rendered in accordance with 32 CFR 199.15 and the TRICARE Manuals.

C-6.6.2.4. The TQMC shall identify cases of potential inappropriate medical care and potential preventable admissions, and shall identify care that is not a TRICARE benefit.

C-6.6.2.5. The TQMC shall report potential cases of fraud and abuse, consistent with 32 CFR 199.9. Potential cases of fraud and abuse shall be referred to TMA's Office of Program Integrity in accordance with TOM, Chapter 13.

C-6.6.2.6. Potential quality concerns, utilization concerns, inappropriate medical care or preventable admissions must be confirmed by a board certified, licensed physician, who is actively practicing in the clinical area being reviewed.

C-6.6.2.7. If the selected case is covered by the Diagnostic Related Group (DRG) based payment system, or the Skilled Nursing Facility (SNF) Prospective Payment System based upon Resource Utilization Groups (RUGs), the TQMC's

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review shall determine if the diagnostic and procedural information and the discharge status match the information in the medical record (per TRM, Chapter 8, Section 2). In the event that there are no special studies selected in a given year that would include care provided in skilled nursing facilities, a sample of cases for retrospective review only would be selected by TMA for review by the TQMC. The current volume of SNF cases with a claim in a given month is approximately 100 across all of the MCSCs and the TDEFIC contractor. A statistically valid random sample of these cases could be selected for review.

C-6.6.2.8. The TQMC shall be required, at least 30 days prior to the start of Option Period 1, to obtain the TRICARE DRG Grouper software, developed by Health Information Systems, 3M Health Care and Resident Assessment Validation and Entry (RAVEN) System, products by the Centers for Medicare and Medicaid Services (CMS).

C-6.6.2.9. The timing of retrospective review begins with the date of TQMC's receipt of the medical record from the MCSC, TDEFIC or DP. All retrospective case reviews shall be completed within 30 days of receipt; if a case requires a second level physician review in accordance with Section C-6.6.2.6, the review shall be completed within 45 days of receipt. The utilization of the chart for the focused study for which it was identified will be accomplished in accordance with the approved study methodology and not subject to the same schedule for review.

C-6.6.2.10. A data dictionary for the DP-selected cases is provided at Section J, Attachment 4. Additionally, the date fields from TRICARE Encounter Data (TEDs) for the MCSC and date fields from TRICARE Encounter Data (TEDs) for the MCSC-selected cases are provided at Section J, Attachments 2 and 3.

C-6.6.2.11. The TQMC shall provide an analysis of utilization concerns, quality concerns, and coding irregularities, fraud and abuse concerns, inappropriate medical care concerns, preventable admissions, and care that is not a TRICARE benefit. This analysis shall be of sufficient detail such that the MCSCs, DPs, TDEFIC, pharmacy or dental contractors shall be able to understand the concerns and respond to the findings. The MCSCs and DPs shall have an opportunity to review the issues identified, and must respond to issues within 45 calendar days of this report (see TOM Chapter 7, Section 3). There is no further action required by the TQMC when findings are returned from the MCSCs and DPs.

C-6.6.2.12. The TQMC shall track and report to the Government each of the MCSC's, TDEFIC, DP's, and Overseas' contractors performance on submitting the selected medical records and responding to the issues as required in the TOM Chapter 7, Section 3.

C-6.6.2.13. The TQMC shall apply appropriate quality screens and medical judgment to identify potential quality issues. These quality reviews shall utilize both process and outcome measures that focus on deficiencies in the delivery of health care that result in adverse effect on the patient. For example, medical records will be reviewed for potential adverse drug events using industry best practice tools such as the Institute for Healthcare Improvement (IHI) Adverse Drug Event Trigger Tool, Agency for Healthcare Research and Quality (AHRQ) tools or others as identified by the TQMC in its

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[IQMP] annual plan. Any changes in the quality review process or tools utilized shall be reviewed by the Government prior to implementation.

C-6.6.2.14. The TQMC shall review Clinical Quality Management Plans (CQMPs) submitted by the three applicable MCSCs in concert with the TROs, and the six DPs in concert with the Designated Provider Program Office (DPPO) and HCO (nine plans). The first plan in the base period for each of the MCSCs will be provided within sixty days of contract award. The designated provider contractors will provide their annual plans 45 days prior to the start of the fiscal year. Subsequent annual plans will be submitted 60 days prior to the start of the fiscal year (TOM Chapter 7, Section 4) and are intended to be dynamic documents which will be reevaluated and potentially restructured depending on goals met during the prior year and new goals established for the following year. The TQMC shall make recommendations to the TROs and DPPO for improvements in the plans based on current industry practices. TQMC will have sixty days to review the initial annual plan submitted by the MCSCs. For subsequent years, the recommendations shall be submitted to the Contracting Officer no more than 15 business days from the date of receipt of the annual plans from TMA. Content to be included and evaluated in the MCSC and DP quality plans is included in Section J, Attachment 16.

C-6.6.2.15. TMA will provide to the TQMC for review, the MCSCs and DPs Annual Clinical Quality Management Program Reports (see TOM Chapter 14, Section 2 for currently required format and submittal requirements. Required content is included in Section J, Attachment 16. These reports are delivered to TMA 45 days following the end of each fiscal year and forwarded to the TQMC. The TQMC shall have 45 days to complete reviews of the annual reports. The TQMC shall review each report individually, in concert with the current year clinical quality management plan, and provide to the TRO's and DPPO, the report for each contractor including a concise review with recommendations for improvement and future activity. The TQMC shall summarize the data from the Annual MCSC and DP CQMP reports for TMA. The TQMC shall provide an analysis that identifies patterns and trends and assists the Government in determining best practice in quality management, based on current industry standards applicable to a health plan administrator.

C-6.7. External Reviews of Military Treatment Facility (MTF) Standard of Care (SOC) Cases. At the request of the Military Service Risk Management Office, the TQMC shall conduct external reviews of paid malpractice claim cases in which the Military Service's preliminary determination is that the malpractice payment was not caused by failure of any practitioner to meet the Standard of Care. These external reviews are to be done in accordance with DoD 6025.13-R (June 11, 2004). The TQMC shall not be required to testify. The TQMC shall provide a review of each identified provider. When the case involves a physician, the case shall be reviewed by a licensed physician who is board certified in the same clinical specialty as the physician that provided the care. Additionally, the physician reviewer shall have an active clinical practice in the same clinical area being reviewed. If the case involves a provider other than a physician, a reviewer of like provider type and specialty shall conduct the review. A reviewer shall limit his/her determination to his/her specialty or area of qualification. The external review of MTF, SOC cases shall be completed within 30 days of receipt of the record from the respective service. If the review cannot be completed either because of lack of documentation required or the absence of a particular specialty reviewer not identified previously to the TQMC, a fifteen day

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extension may be requested from the Contracting Officer with a copy to the COR.

C-6.7.1. At the direction of the Contracting Officer, the TQMC shall also review selected cases involving injury or adverse outcome to active duty service members (ADSM), including those resulting in a payment of a disability and/or death benefit. These reviews will be conducted in the same manner as those involving paid malpractice claims. When a case involves more than one specialty, a separate report shall be issued for each specialty. Each specialty report is considered a separate review.

C-6.7.2. At the direction of the Contracting Officer, the TQMC shall review other identified cases from direct or purchased care, where a quality of care concern has been identified. These reviews will be conducted in the same manner as those evolving from paid malpractice claims as described in C-6.7 and those involving ADSMs as described in C-6.7.1. The number of such reviews is anticipated to be small but constitutes an important function of a peer review organization.

C-6.7.3. For all cases reviewed including MTF SOC cases, selected cases involving injury or adverse outcome to an ADSM, or other identified cases where a quality of care concern has been identified, the TQMC shall (1) summarize the facts of the case, (2) discuss allegations, (3) determine whether the standard of care at the time the care was provided was met for each involved provider, (4) provide the rationale for that finding (standard text, practice guidelines, any evidence-based medical citations from the literature relevant at the time of the incident, etc.) and (5) determine whether the care provided caused the patient's injury. In addition, if the case has been identified as a systems issue, the TQMC shall include rationale for agreeing or disagreeing with the identified systems issue. An analysis is not complete unless all five elements are furnished. The TQMC shall complete its review and provide its report with a copy of the curriculum vitae of the reviewer within 30 calendar days of receipt of the case. If an extension is required to complete the case review, the review must be completed in 45 days.

C-6.7.4. A copy of the determination(s) for each case shall be forwarded to the referring Military Service (Army, Navy, or Air Force Risk Management Office) or the TMA requestor, as appropriate, to the COR, and to the Armed Forces Institute of Pathology (AFIP) upon completion of each case. TMA may request review of these reports prior to their release. In the event a case for review involves providers from more than one Service, separate reports will be provided to each Service, regarding the performance of the provider from that Service.

C-6.7.5. All information involved in this process is confidential, non-releasable, and protected under Title 10 USC 1102.

C-6.8. Medical Necessity (Reconsideration) Reviews (Second Level Appeal). The TQMC shall conduct medical necessity (reconsideration) reviews and issue decisions consistent with Chapter 12 of the TOM for reviews conducted after the start of health care delivery under T3. These reviews and decisions shall also be consistent with the waiver of liability provisions in Chapter 1, Section 4.1 of the TRICARE Policy Manual (6010.57-M), as appropriate. These reviews shall include medical necessity appeals from MCSCs, DPs, MTFs

(including those from ADSMs), TDEFIC, TRICARE Overseas contractor, dental contractor and the Pharmacy contractor. (See Section J, Attachment 17 for MTF Review and Appeal Process for Active Duty Service Members.) All medical necessity pharmacy pre-authorization appeals shall be processed in accordance with the standards for a reconsideration of a preadmission/pre-procedure reconsideration denial determination. All other medical necessity pharmacy appeals shall be completed within 10 days of receipt. For locations outside the 50 United States and the District of Columbia, the TQMC will consider the standard of care available in the location when providing medical necessity reconsiderations and second level appeals. TQMC will not be responsible for translation of medical records in support of the appeals process.

C-6.8.1. Standards

C-6.8.1.1. Ninety (90) percent of the requests for (1) a reconsideration of a preadmission/pre-procedure reconsideration denial determination, and (2) a reconsideration of a concurrent review initial denial determination shall be processed to completion within three working days of receipt of the request and the complete medical record relative to the preadmission/pre-procedure or denial determination that is under reconsideration. One hundred (100) percent of the requests for (1) a reconsideration of a preadmission/pre-procedure reconsideration denial determination, and (2) a reconsideration of a concurrent review initial denial determination shall be processed to completion within five working days of receipt of the request and the complete medical record.

C-6.8.1.2. Eighty-five (85) percent of the non-expedited reconsiderations shall be processed to completion within 30 days of receipt of the request and the medical record. One hundred (100) percent of the non-expedited reconsiderations shall be processed to completion within 60 days of receipt of the request and the medical record.

C-6.8.1.3. Ninety (90) percent of the medical necessity pharmacy appeals (excludes preauthorization cases) shall be processed to completion within 10 days of receipt of the appeal request, and 100 percent will be completed within 20 days of receipt of the appeal request.

C-6.8.2. The TQMC shall comply with the File Content requirements of the TOM, Chapter 12, Section 3, Paragraphs 4.5 through 4.5.3, with the following additional requirements:

(1) All of the documents identified in Paragraph 4.5.3 shall be assembled in chronological order.

(2) Claims and explanations of benefits (EOBs) shall be assembled in chronological order with the EOBs tabbed directly above the associated claim(s).

(3) Medical records shall be assembled in chronological order and tabbed by type of service and provider of care, e.g., nursing notes under a separate tab; physician treatment records under a separate tab; etc.

C-6.9. Internal/External Case Reviews for Appeals and Hearings. The TQMC shall conduct internal and external case reviews and additionally shall

provide peer reviewers to serve as witnesses. See Section J, Attachment 6, Parts 1 and 2 for description and performance requirements.

C-6.10. Mental Health Facility Certification. The TQMC shall be responsible for determining whether Residential Treatment Centers (RTCs), Substance Use Disorder Rehabilitation Facilities (SUDRFs), and freestanding Psychiatric Partial Hospitalization Programs (PHPs) meet TRICARE requirements for authorized provider status in accordance with the provisions of 32 CFR 199.6 and the TRICARE Policy Manual. The TQMC shall maintain a current listing of available mental health facilities and provide this list monthly to the COR.

C-6.10.1. The TQMC shall calculate the initial reimbursement rates for RTCs, using the methodology in 32 CFR 199.14 and the TRM, Chapter 7.

C-6.10.2. The TQMC shall conduct reconsiderations of denials for facility certifications or recertification in accordance with Section J, Attachment 7.

C-6.10.3. Upon direction from the Contracting Officer, the TQMC shall provide the technical and professional expertise to perform and record on-site review of mental health facilities, and evaluation of the qualifications and capabilities of designated facilities to provide specialized mental health treatment that complies with 32 CFR 199.6 and TRICARE standards for mental health facilities. Based upon its findings, the TQMC will certify the facility, or recommend decertification of the facility to TMA. The TQMC shall focus its activity for each review according to the objectives established by the COR for the particular facility. Most reviews will need to be unannounced and there will be instances when investigation of a complaint will need to be included as a component of the onsite review. These complaints may originate from any TRICARE-eligible beneficiary including ADSMs.

C-6.10.3.1. The determination of which facilities will be reviewed will be based on the nature and extent of actual or potential areas of noncompliance or substandard performance, as identified by the TQMC and TMA.

C-6.10.3.2. Generally, the on-site review team shall be composed of three professional members; a psychiatrist, a licensed clinical social worker and a licensed psychiatric nurse specialist. The on-site review team members shall meet the qualifications for their respective provider type, consistent with 32 CFR 199.6. The COR must approve the composition of the review team for each site visit. It is anticipated that each review will require the review team to be on-site for approximately two days; approximately four on-site reviews will be required per quarter.

C-6.11. Evolving Practices, Devices, Medicines, Treatments and Procedures. Upon direction, the TQMC shall review the MCSC's or DP's recommendation, based upon reliable evidence (as defined in 32 CFR 199.2) for evolving practices, devices, medicines, treatments, and procedures that have moved from unproven to proven, and determine whether the evidence cited is sufficient to support the MCSC's or DP's recommendation. The TQMC shall also assess new medical technologies, procedures and methodologies when requested by TMA. This shall be done on a calendar quarterly basis in a written report to TMA. Accompanying this report will be the reliable evidence substantiating that the devices, medical treatments, or procedures have moved from unproven to proven.

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C-6.11.1. The TQMC shall perform health care technology assessments which include full in-depth assessments and short assessments on specific, focused health care topics. Short assessments are those which require less time to complete due to the lower availability of literature to review. The assessments shall utilize published, refereed scientific literature and shall assess individual health care technologies, to include the full range of medical or surgical devices, services or procedures; behavioral health devices, services or procedures; dental health devices, services or procedures; or the use of pharmaceuticals for purposes other than that approved by the U.S. Food and Drug Administration. TMA anticipates requesting five long and five short assessments over the course of the base and each option period.

C-6.11.2. Each assessment shall include research and analysis of well-controlled studies of clinically meaningful endpoints published in refereed medical literature; the published reports of national professional medical associations; published national policy organization positions; and published reports of national expert opinion organizations. The hierarchy of acceptable evidence is included in 32 CFR 199.2 and TPM Chapter 1, Section 2.1. Absence of the above evidence shall be reported as a finding. Each assessment shall provide a conclusive analysis of each of the following major areas: safety; efficacy; and comparability to conventional therapies. Each assessment shall identify appropriate clinical treatment guidelines to include patient selection criteria; treatment parameters; clinical intervention indicators, professional practice norms, average cost per procedure, and significant economic, social, ethical and legal aspects of the technology. Each assessment shall provide responses to the questions posed by TMA in a task order. For purposes of this contract, the term clinically meaningful endpoints means objectively measurable outcomes of clinical interventions or other medical procedures, expressed in terms of survival, severity of illness or conditions, extent of adverse side effects, diagnostic capability, or other effects on bodily functions directly associated with such results.

C-6.11.3. The assessment format shall contain, in addition to the health care technology assessment report, a table of contents, the assessment findings, a conclusion based on the evidence, a synthesis of all studies used to support the conclusion reached in the assessment, a direct response to the questions posed in the task order, bibliography, the name of the analyst/researcher preparing the report, and his/her qualifications. Documents shall be submitted in hard copy as well as electronically with all documents readable in Microsoft Office XP. Each assessment must be submitted to an external expert review before finalization of the assessment and submission to TMA. The external expert reviewer(s) must be licensed and actively practicing in the area of specialty being assessed. In addition, in the specialty area(s) where Board certification by an American Board of Medical Specialties (ABMS) Member Board is available, the external expert physician reviewer(s) must have current Board certification.

C-6.11.4. The assessment shall include: Recommendations which identify the clinical advantages and disadvantages of the technology; a synthesis of available scientific data, to include well-controlled studies, which assess the value of the technology, to include comparison of the new technology with alternative modalities; a statement identifying populations and appropriate care settings which may or may not benefit from the technology; a

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consideration of the safety and effectiveness of the technology; the average cost per procedure. The Food and Drug Administration (FDA) approval date, including the FDA-specific labeled indications, should be provided when applicable. A summary of current Medicare policies and at least three other insurers' coverage policies on the technology being reviewed will be utilized when available. If appropriate, lack of scientific evidence to support the safety and efficacy of the health care issue being assessed should be documented as well as all responses to the questions submitted by TMA. The name(s), contact information, and resumes/curriculum vitae of all personnel participating in, or performing the assigned assessment must be provided with the assessment as well as a bibliography and any other correspondence relevant to the assessments. The written analysis for each type of assessment shall be supported by documentation for each individual health care technology assessment. The recommendations shall indicate specific circumstances for which the technology is appropriate, and the types of medical evidence necessary to verify these indications and any limitations. A copy of all analysis/support documents and any other correspondence relevant to the full or short assessment(s) shall be provided with the health care assessment on a separate CD.

C-6.11.5. In addition to reviewing evolving practices suggested by the contractors, the TQMC shall complete annually six evolving practices, devices, medicines, treatment and procedures, including at least two originating from foreign sources, from their review of current medical practice and evidence-based literature. The suggested topics shall be subject to TMA approval. TQMC shall provide these health care technology assessments identified in accordance with the requirements in Sections C-6.11.2, C-6.11.3 and C-6.11.4 above. These reviews should provide enough evidence-based support for TMA to make determinations as to whether benefit changes should be considered for implementation. The first topic for review shall be suggested at the start of the contract and completed within sixty days of approval of the topic by TMA. Other topics will be suggested throughout the course of the base year and each option period.

C-6.11.6. Technology assessments performed under this contract may require release to many types of individuals and organizations including non-government individuals and organizations in the normal course of business. Therefore, the TQMC shall not place restrictions on the Government's use of any of these contract deliverables.

C-6.11.7. As directed, the TQMC shall review National Coverage Determinations (NCD) made by the Centers for Medicare and Medicaid Services (CMS) over the course of the year and make recommendations to TMA regarding adoption of similar determinations in the TRICARE benefit. Information on NCDs is available on the CMS web site at http://www.cms.hhs.gov/center/coverage.asp

C-6.12. HEDIS Compliance Audit. The Government will furnish to the TQMC the data contained in the MHS population health portal on an annual basis for completion of a HEDIS Compliance audit by a certified HEDIS vendor. The portal contains administrative and clinical data from a variety of DoD systems selected and processed in accordance with HEDIS Technical Specifications. The compliance audit shall be undertaken to validate data contained within the MHS Population Health Portal on the performance of the MCSCs and DPs on HEDIS measures, specifically cervical cancer screening,

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breast cancer screening, colorectal cancer screening, diabetes management through HbA1c testing, lipid testing, retinal examination and the use of appropriate controller medications for beneficiaries with asthma. TMA may add additional HEDIS measures for validation at a future time.

C-6.13. Transition Assistance Management Program (TAMP) Reviews. To fulfill requirements under Section 1637 of the 2008 National Defense Authorization Act, "Continuation of transitional health and dental benefits for members of the armed forces pending resolution of service-related medical conditions", the TQMC shall provide medical reviews by a matched specialty reviewer when requested by TMA. The initial review of each submitted case will be conducted by a DoD Physician. If a determination can be made that the identified condition can be successfully treated and resolved within 180 days, the TAMP extension will be authorized. If this determination cannot be made, the records will be sent to TQMC for review by a matched specialty reviewer. The TQMC reviewer will be provided medical records, consultation reports, radiology and laboratory results for separated ADSMs enrolled in the TAMP program for whom a new condition is diagnosed during the TAMP period that was not noted upon separation from military service but is related to military service. These reviews shall be considered urgent external reviews and accomplished within five business days of receipt of the records. This is a new program under TRICARE and there is no historical data available with regard to the number of cases that will require TQMC review.

C-6.14. Quarterly Meeting Attendance. Annually, the TQMC will participate in two face-to face meetings and two teleconferences with the TRICARE Regional Offices, Designated Provider Program Office, MCSCs, DPs and other purchased care contractors. The face to face meetings will occur in Aurora, CO or the Metropolitan Washington D.C. area.

C-6.14.1. Throughout each option period, the TQMC may be required to participate either by telephone conference call, VTC, or in person in monthly meetings of Military Health System Quality Management committees.

C-6.14.2. Throughout each option period, the TQMC may be required to participate in other Government arranged meetings such as contractor roundtables, annual conferences, or summits.

C-6.15. Reports.

C-6.15.1. All TQMC Quarterly and Semi-annual reports shall include a graphical representation of data identified for each of the regional managed care support contractors and designated providers and shall include key findings and recommendations.

C-6.15.2. THE MONTHLY REPORT. This report shall include specific information on the TQMC's workload during the preceding month to substantiate the monthly invoice and services rendered in the previous month and shall address:

- TMA selected mental health cases (retrospective reviews)completed
- TMA selected medical/surgical cases (retrospective reviews) completed
- Focused study activity completed in the prior month
- Military treatment facility standard of care cases with malpractice claims
- Military treatment facility standard of care cases involving active duty service members
- COR directed case reviews completed

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- Transition Management Assistance Program (TAMP) reviews completed
- Reconsideration/appeal of denial determinations
- Medical necessity appeal cases
- Facility certification for behavioral health facilities
- On site surveys for behavioral health facilities completed
- Internal and external case reviews completed
- Evolving practices reports delivered
- Witness appearance activity

C-6.15.3. Quarterly Contractor Performance Reports

C-6.15.3.1. The TQMC shall provide a report to the Contracting Officer with a copies to TQMC COR, TRICARE Regional Offices (TROs) and Designated Provider Offices (DPs) each contract quarter which includes details for each MCSC and DP's performance on submitting the selected medical records and responding to potential issues as required in the TRICARE Operations Manual (TOM). The report shall be provided in a format that uses a code to identify the specific contractor or DP and the legend shall be provided to TMA, the TROs and the DP offices with the report. The quarterly report shall further include the results of any retrospective chart reviews accomplished in the reporting period to include:

- Utilization management concerns
- Quality Concerns
- Coding Irregularity concerns
- Inappropriate Medical Care concerns
- Care that is not a TRICARE benefit concerns

C-6.15.3.2. The TQMC shall provide a Quarterly Internal Management Report to the TMA COR following each contract quarter which includes details for the TQMC's Internal Quality Management Program.

C-6.15.3.3. The TQMC shall provide a report for devices, medical treatments, or procedures that have moved from unproven to proven. The report shall include when directed by the Government to review the Centers for Medicare and Medicaid (CMS) National coverage determinations and recommendations to TMA on whether these coverage determinations should be included in the TRICARE benefit.

C-6.15.4. Semi-annual Reports. The TQMC shall accomplish a report to include a summary of findings and an analysis of patterns, trends and variations among the Health Service Regions. The report shall include discussion on decreasing medically unnecessary utilization of health care services, comparisons against national benchmarks and recommendations for focused studies and quality improvement projects applicable to a health plan administrator. The TQMC shall provide this report in such a manner that the various MCSCs and DPs are coded and only identifiable with a legend that will be provided in conjunction with the report to the Contracting Officer with copies to the TQMC COR, TRICARE Regional Offices Points of Contact, and Designated Provider Offices.

C-6.15.5. Annual Clinical Quality Management Plans. TMA will provide to the TQMC, the MCSCs' and DPs' annual quality management plans. The TQMC will

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review each of the plans for compliance with content included in TOM Chapter 7 Section 4 and shall review and provide recommendations for changes in the plan to Healthcare Operations Division (HCO). The recommendations will be forwarded to the TRO and DPPO to provide to the contractors as appropriate. Revised plans will be reviewed at the TRO and DPPO level for approval.

C-6.15.6. Annual Clinical Quality Management Program (CQMP)Report. TMA will provide to the TQMC, the MCSCs' and DPs' annual reports that are provided by the contractors within the 3 healthcare regions and by the DPs. (See the TOM, Chapter 7, Section 4). The TQMC shall provide an analysis that identifies patterns and trends, and assist the Government in determining best practices. The annual report will be divided into separate sections by contract with an analysis, findings and recommendations specific to each contract. In addition, a consolidated section which incorporates all contract findings and provides an analysis, findings, and future recommendations for purchased care contracts based on changing industry practices.

C-6.15.7. Annual Healthcare Effectiveness Data and Information Set (HEDIS) Validation Audit. Annually, the TQMC shall provide the audit report for data contained within the MHS Population Health Portal on the performance of the MCSC and DPs on HEDIS measures included in Section H of the T3 contracts. Specific measures include:

- Cervical cancer screening
- Breast cancer screening
- Colorectal cancer screening
- Diabetes management through HbAlc testing, lipid testing and retinal examination
- Appropriate use of controller medications for asthma

C-6.15.8. Health Care Technology Assessment reports: Each assessment shall be based on the hierarchy of acceptable evidence included in 32 CFR 199.2 and shall include:

- Table of Contents
- Assessment findings
- Conclusion and recommendations that identify the clinical advantages and disadvantages of the technology
- Comparison with other available technology
- Identification of population and appropriate setting for use of the technology
- Average cost per procedure
- Food and Drug Administration (FDA) approval date including FDA specific label indications if applicable
- Summary of current CMS policy and at least three other insurer's coverage determinations
- Response to any questions posed in the task order
- Bibliography
- Identify of researcher preparing the report and his/her qualifications

C-6.15.9. MTF Standard of Care Malpractice Reviews. The TQMC's review findings for all cases shall include: (1) a summary of the facts of the case,

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(2) allegations, (3) a determination as to whether the standard of care at the time the care was provided was met for each involved provider, (4) the rationale for that finding (standard text, practice guidelines, any evidence-based medical citations from the literature relevant at the time of the incident, etc.), and (5) a determination of whether the care provided caused the patient's injury. In addition, if the case has been identified as a system problem (as defined in DoDI 6025.15), the TQMC's reviews shall include rationale for agreeing or disagreeing with the identified system issue. A Review is not complete unless all 5 elements are furnished. The Review shall include a copy of the curriculum vitae of the reviewers.

C-6.15.10. Active Duty Service Member(ADSM)Standard of Care Reviews for all cases shall include: (1) a summary of the facts of the case, (2) allegations, (3) a determination as to whether the standard of care at the time the care was provided was met for each involved provider, (4) the rationale for that finding (standard text, practice guidelines, any evidence-based medical citations from the literature relevant at the time of the incident, etc.), and (5) a determination of whether the care provided caused the patient's injury. In addition, if the case has been identified as a system problem (as defined in DoDI 6025.15), the TQMC's reviews shall include rationale for agreeing or disagreeing with the identified system issue. A Review is not complete unless all 5 elements are furnished. The Review shall include a copy of the curriculum vitae of the reviewers.

C-6.15.11. Directed Standard of Care Review cases shall include: (1) a summary of the facts of the case, (2) allegations, (3) a determination as to whether the standard of care at the time the care was provided was met for each involved provider, (4) the rationale for that finding (standard text, practice guidelines, any evidence-based medical citations from the literature relevant at the time of the incident, etc.), and (5) a determination of whether the care provided caused the patient's injury. In addition, if the case has been identified as a system problem (as defined in DoDI 6025.15), the TQMC's reviews shall include rationale for agreeing or disagreeing with the identified system issue. A Review is not complete unless all 5 elements are furnished. The Review shall include a copy of the curriculum vitae of the reviewers.

C-6.15.12. Mental Health Facility On-site Reviews. After the end of any On-site review for certification, recertification, or for cause, (1) the TQMC shall provide to the TQMC COR a comprehensive survey report of its findings for review and approval, and (2) the TQMC shall provide a separate written recommendation, informing TMA of the proposed certification decision, i.e., whether the TQMC recommends the recertification of the facility, or recommends that TMA decertify the facility. Following the TQMC COR's approval, the TQMC shall complete the certification action. If the results indicate an imminent threat to beneficiary safety, the TQMC COR shall be notified no later than the next business day.

C-6.16. CONTRACT TRANSITION IN AND PHASE OUT

C-6.16.1. Transition In.

For purposes of contract transition in and phase out, the incumbent National Quality Monitoring Contractor (NQMC) shall be designated as the outgoing NQMC. Upon completion of the final option period, the outgoing NQMC shall

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assume all phase-out responsibilities. In the event an incumbent NQMC succeeds itself in an award of a new contract, these transition requirements may be waived, as appropriate, by the Contracting Officer.

C-6.16.1.2. Following the award of the contract, and prior to the beginning of the first option period, the TQMC shall develop a written transition plan to be submitted to the Contracting Officer within 10 days following notice of award.

C-6.16.1.3. The TQMC shall attend a post award meeting at a location specified by the Contracting Officer. This meeting shall be conducted approximately 15 days following notice of award.

C-6.16.1.4. The TQMC shall obtain all necessary criteria and licenses for the successful performance of work under this contract.

C-6.16.1.5. The TQMC shall keep the COR informed on its progress during the transition in phase by a method (e.g., email, fax) agreed to during the post award meeting.

C-6.16.1.6. The Government shall conduct a Physical Security Assessment during the transition in period.

C-6.16.2. At the completion of the final option period, the following requirements shall be in force. The outgoing NQMC shall be responsible for completing all work assigned, and reconsideration appeal requests received, during the option period, to include all associated reports.

C-6.16.2.1. For all active facility certification files, the outgoing NQMC shall organize the files and prepare a transmittal document detailing the status of record and the reason the record has been retained.

C-6.16.3. Phase-Out.

C-6.16.3.1. At the completion of the final option period, the following requirements shall be in force. The TQMC shall be responsible for completing all work assigned, and reconsideration appeal requests received, during the option period, to include all associated reports.

C-6.16.3.2. For all active facility certification files, the TQMC shall organize the files and prepare a transmittal document detailing the status of record and the reason the record has been retained. The TQMC shall package each case in such a manner that all information and documents are received in an organized and orderly fashion, undamaged, and ready for immediate retrieval by the incoming TQMC.

C-6.16.3.3. The TQMC shall transmit the active facility certification files within 30 days from the date written instructions are issued by the Contracting Officer. The TQMC shall be available and shall answer, in writing, within five working days after receipt, all questions submitted in writing by the incoming TQMC and/or the Government on the review information and data transferred to the incoming TQMC for a period of 30 days after receipt of materials by the TQMC.

C-6.16.3.4. The TQMC shall attend after notification by the Contracting Officer of the date, time, and location of any transition meeting to be held between the Government, incoming TQMC and TQMC. The TQMC shall travel to attend the transition meeting.

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D-1. PRESERVATION, PACKAGING AND MARKING

Preservation, packaging, and marking for all items delivered hereunder shall be in accordance with Federal and State laws for shipment. All written documentation and other related correspondence and material to be furnished to the Government shall be adequately packaged to ensure delivery at destination. Extra care must be taken in packaging original files to protect them from damage and to ensure that they do not become separated from the routing markings.

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E-1. 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)
This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these web site addresses:

https://www.acquisition.gov/far/
or http://farsite.hill.af.mil/
or http://www.acq.osd.mil/dpap/dfars/

E-2. 52.246-1 CONTRACTOR INSPECTION REQUIREMENTS (APR 1984)
(Reference FAR 46.301)

E-3. 52.246.4 INSPECTION OF SERVICES—FIXED PRICE (AUG 1996)
(Reference FAR 46.304)

E-4. 252.246-7000 MATERIAL INSPECTION AND RECEIVING REPORT (MAR 2008)
(Reference DFARS 246.370)

E-5. Inspection and Acceptance

The final acceptance authority for the government shall be:

Department of Defense
TRICARE Management Activity
Contracting Officer or as designated by the Contracting Officer
Telephone: (303) 676-3649
Fax: (303) 676-3987

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F.1. 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)
This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these web site addresses:

https://www.acquisition.gov/far/
or http://farsite.hill.af.mil/
or http://www.acq.osd.mil/dpap/dfars/

F-2. 52.242-15 STOP-WORK ORDER (AUG 1989)
(Reference FAR 42.1305(b))

F-3. PERIOD OF PERFORMANCE
Base Period (Transition-In) will be a minimum of 10 months beginning at date of contract award.

If exercised, Options 1, 2, 3, and 4, will be:

Option Period 1: April 1, 2011 through March 31, 2012
Option Period 2: April 1, 2012 through March 31, 2013
Option Period 3: April 1, 2013 through March 31, 2014
Option Period 4: April 1, 2014 through March 31, 2015

F-4. PLACE OF DELIVERY AND PROCEDURES

F-4.1. All certified and overnight mail for Contract Technical Reporting is to be delivered to: Healthcare Operations Chief, Quality Management, COR for TQMC, 5111 Leesburg Pike, Suite 810, Falls Church, VA 22041.

F-4.2. All certified and overnight mail for: Contractual Terms and Conditions related transmissions are to be delivered to: TRICARE Management Activity, 16401 E. Centretech Parkway, Aurora, CO 80011-9066. TMA Normal Delivery Hours are 7:30 a.m. to 4:00 p.m. (local time), Monday through Friday, excluding Federal holidays.

F-5. NOTICE REGARDING LATE DELIVERY

In the event the contractor anticipates difficulty in complying with the task order schedule, the contractor shall immediately notify the Contracting Officer in writing, giving pertinent details, including the date by which it expects to make delivery. This notification shall be informational only in character and the receipt thereof shall not be construed as a waiver by the Government of any contract delivery schedule, or any rights or remedies provided by law or under this contract.

F-6. AMOUNTS OF LIQUIDATED DAMAGES

F-6.1. Delays in completion of tasks under this contract have the potential to delay resolution of claims, medical necessity appeal determinations, and requests for preauthorization, and thus adversely affect beneficiaries and providers of care--the public TMA serves. Accordingly, timeliness is of the

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essence in the administration of this contract. As motivation for timely performance, the procedures of Section F-6. are established.

F-6.2. All requirements under this contract shall be performed and delivery made within the performance period established by this contract, unless the contractor has obtained an extension pursuant to the procedures established in F-7. Where an extension has been granted, requirements shall be performed within the performance period established in an extension. Performance not within the established period by this contract or by approved extension shall be deemed untimely.

F-6.3. With regard to Section C, external reviews on paid malpractice claims, medical necessity appeal determinations, and internal and external case reviews, shall be subject to the limitations below:

F-6.3.1. Where there is untimely completion of the review, the total invoice price for the case(s) shall be reduced 10 percent for each day completion of these requirements are late.

F-6.3.2. The invoice price for each late case shall not be reduced by more than 50 percent. In addition, reference to number of days late shall not include weekends or Federal holidays.

F-6.3.3. Nothing in this Section shall deprive TMA of any other remedies available under law for defective or untimely performance of any requirement under this contract; examples include, but are not limited to, non-exercise of contract options or partial or total termination for default.

F-6.3.4. The contractor shall accurately reflect any deductions applicable under this Section on its invoices.

F-7. EXTENSIONS

Requests for extensions initiated by the contractor of due dates for deliverables under this contract shall be submitted to the Contracting Officer such that the request is received by the Contracting Officer prior to the due date in question. Requests may be transmitted via electronic methods or telefax. Requests shall include a detailed explanation of the circumstances justifying the extension, the date by which delivery can occur, and the justification for that date. In reviewing a Request for Extension of Due Date, the Contracting Officer shall consider whether there were circumstances beyond the foreseeable control of the contractor and peer reviewer that prevented timely delivery. Failure to adequately manage workload shall not be an acceptable basis for an extension. The contractor cannot assume an extension will automatically be granted. This section does not apply to the TMA Selected Cases.

F-8. REPORTS

F-8.1. QUARTERLY and SEMI-ANNUAL REPORTS: With the start of Option Period 1 and subsequently during each option period, the TQMC shall submit the required Quarterly and Semi-annual reports within 30 days from the end of each contract quarter and 90 days after the end of the 6-month report period.

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F-8.2. THE MONTHLY REPORT: With the start of Option Period 1 and subsequently during each option period, the TQMC shall deliver the required monthly report within 10 days following the end of the prior month.

F-8.2.3. Monthly Facility Certification Listing Report:

The contractor shall electronically submit the Monthly facility certification report in a format approved by the Government to include Microsoft Office Excel, Word, PDF, or other specified format. This deliverable shall be submitted to TMA via the E-commerce Extranet (https://tma-ecomextranet.ha.osd.mil/logon/privacystatement.cfm) by the 10th of each month. The contractor shall provide an updated monthly listing (1010AB, 2010AB, 3010AB, and 4010AB,) by type of facility of all RTCs, freestanding PHPs and SUDRFs certified as of the end of the report month, to include name, address, telephone number, EIN, effective date of initial certification, recertification date, patient/bed capacity, and description of population served (e.g., adult, adolescent, or specific age range(s), gender, etc.) (See Section J, Attachment J-11). For PHPs, a brief description of each program offered (e.g., full-day or partial-day, days of operation, patient capacity) shall be provided. Multiple partial programs in a single facility are to be listed separately.

F-8.3. Quarterly Contractor Performance Reports

F-8.3.1. On a quarterly basis, the contractor shall provide a report (CLINs 1010AC, 2010AC, 3010AC and 4010AC) to the Contracting Officer with a copies to TQMC COR, TRICARE Regional Offices (TROs) and Designated Provider Offices (DPs) within 30 days following each contract quarter.

F-8.3.2. On a quarterly basis, the contractor shall provide a Quarterly Internal Management Report (CLINs 1010AD, 2010AD, 3010AD and 4010AD) to the TMA COR within 30 days following each contract quarter which includes details for the TQMC's Internal Quality Management Program.

F-8.3.3. On a quarterly basis, the contractor shall provide a report (CLINs 1010AG, 2010AG, 3010AG, and 4010AG) to the TQMC COR within 30 days following each contract quarter for devices, medical treatments, or procedures that have moved from unproven to proven.

F-8.4. Semi-annual Reports. The contractor shall submit to the TMA, TRICARE Regional Offices and Designated Provider Offices a 6-month report (CLINs 1010AE, 2010AE and 4010AE) beginning with Option Period 1, to be delivered 90 days after the end of the 6-month report period.

F-8.5. Annual Clinical Quality Management Plans. TMA will provide to the contractor, the MCSCs' and DPs' annual quality management plans (CLINS X010). The TQMC will review each of the plans for compliance with content included in TOM Chapter 7 Section 4 and shall review and provide recommendations for changes in the plan to HCO within 15 business days. The recommendations will be forwarded to the TRO and DPPO to provide to the contractors as appropriate. Revised plans will be reviewed at the TRO and DPPO level for approval.

F-8.5.1. Annual Clinical Quality Management Program (CQMP) Report. TMA will provide to the contractor the MCSCs' and DPs' annual reports (CLINs 1010AF,

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2010AF, 3010AF, and 4010AF) that are provided by the contractors within the 3 healthcare regions and by the DPs. The contractor shall provide the report within 45 business days of receipt of the CQMP MCSCs and DPs annual reports.

F-8.5.2. Annual Healthcare Effectiveness Data and Information Set (HEDIS) Validation Audit. (1013, 2013, 3013 and 4013) Annually, the contractor shall provide the audit report for data contained within the MHS Population Health Portal on the performance of the MCSC and DPs on HEDIS measures included in Section H of the T3 contracts.

F-8.6. Health Care Technology Assessment reports: Reports are to be accomplished and submitted in accordance with C-6.15. for Health Care Technology Assessment reports.

F-8.7. Focused Studies. The contractor shall provide a study report to TMA as negotiated on a per-study basis.

F-8.8. MTF Standard of Care Malpractice Reviews. The contractor's review findings (1006AA, 2006AA, 3006AA and 4006AA) is due within 30 days of receipt of the case.

F-8.8.1. Active Duty Service Member(ADSM)Standard of Care Reviews (1006AB, 2006AB, 3006AB and 4006AB) each review shall include a copy of the curriculum vitae of the reviewers. The TQMC's review is due within 30 days of receipt of the case.

F-8.8.2. Directed Standard of Care Reviews (1006AC, 2006AC, 3006AC and 4006AC) The TQMC's review is due within 30 days of receipt of the case.

F-8.8.3. Medical necessity (Reconsideration) Appeal Cases Reconsiderations shall be performed in accordance with Attachment J-6. (CLIN X007)

F-8.9. Mental Health Facility On-site Reviews. (1008AB, 2008AB, 3008AB and 4008AB) Within 15 calendar days after the end of any on site review for certification, recertification, or for cause, the contractor shall in accordance with the requirements provide a comprehensive survey report of its findings and provide a separate written recommendation, informing TMA of the proposed certification decision.

F-8.10. Unless otherwise specified, the contractor shall electronically submit all deliverables (contract plans, reports, etc.) in a format approved by the Government to include Microsoft Office Excel, Word, PDF, or other specified format. All deliverables shall be submitted to TMA via the E-commerce Extranet (https://tma-ecomextranet.ha.osd.mil/logon/privacystatement.cfm). This system permits the contractor to log on to a secure system and upload the required documents. The system is accessed via the internet through a workstation browser. The application is "thin client" meaning that no software needs to be installed on the client workstation and no software is downloaded into the browser. Java-Script and cookies need to be enabled in the browser to utilize the application. The application is best viewed at a resolution of 1024 x 768 pixels in an Internet Explorer browser. The system must be accessed using the Secure Socket Layer protocol (https://) and is protected by individually assigned username and password. Access to the Extranet must be requested using the E-commerce Extranet Access Form which will be provided by the

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Government. While files are being submitted over the Internet they are encrypted within the secure layer. When files are stored on the TRICARE server, they are renamed with a randomly generated name of varying length. Access to information is granted to users at the contract level. Information submitted by one contractor will not be accessible to any other contractor.

F-8.10.1. Certain deliverables as identified by the Government will require entry of specific metric data from the deliverable into a template prior to uploading the deliverable.

F-8.10.2. All deliveries will require submission into the extranet in a format approved by the Government to include Microsoft Office Excel, Word, PDF, or other specified format.

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G-1. CONTRACT ADMINISTRATION

G-1.1. All contract administration matters will be handled by the following individuals:

a. CONTRACTOR (Name(s) and Address):

Keystone Peer Review Organization, Inc.
Joseph A. Dougher, CEO
777 East Park Drive
PO BOX 8310
Harrisburg, PA 17111
Telephone: (717) 564-8288
FAX: (717) 564-3862
E-mail address: jdougher@kepro.org

Alternate:
ATTN: Gary Baker
Telephone: 717-564-8288
FAX: 717-564-3862

b. GOVERNMENT:

Contracting Officer, TQMC
Department of Defense
TRICARE Management Activity
Acquisition Management & Support (AM&S)
16401 East Centretech Parkway
Aurora, CO 80011-9066

Telephone: 303-676-3649
FAX Phone: 303-676-3987

Email address: Scott.Lamond@tma.osd.mil

G-1.2. Contract administration will be performed by the TRICARE Management Activity Acquisition Management and Support Directorate (AM&S), Contract Operations Division - Aurora and/or as delegated to other Government agencies by the Contracting Officer. The Government points of contact during the performance of this contract will be:

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G-1.2.1. Contracting Officer (CO): The CO is responsible for administration of this contract and is solely authorized to take action on behalf of the Government which may result in changes to the terms of this contract.

G-1.2.2. Subsequent to award, the COR will be appointed and the specific duties to be performed by the COR will be detailed. One or more Technical Representatives may be assigned. The contractor shall work directly with the CO, COR, and Technical Representative on those matters delegated to them. The ultimate responsibility for administration of the contract rests with the CO and the COR at the TRICARE Management Activity. The COR does not have the authority to act on behalf of the Contracting Officer beyond his or her specific written delegation of authority. The COR does not have the authority to change contract terms or requirements. The contractor will receive copies of the delegation letters which will delineate the scope of authority of the COR

G-2. CONTRACTOR REMITTANCE VIA ELECTRONIC FUNDS TRANSFER

The payment method to the contracting shall be through Electronic Funds Transfer (EFT) in accordance with FAR 52.232-34, "Payment by Electronic Funds Transfer--Other Than Central Contractor Registration" in Section I.

Contractor's Name: Keystone Peer Review Organization, Inc. (KePRO)

Mailing Address: 777 East Park Drive
Harrisburg, PA 17111

Phone: 717-564-8288

FAX Phone: 717-564-4188

Bank Name: (b)(4)

Bank Address: (b)(4)

Bank Account No.: (b)(4)

G-3. PAYMENTS

Payments shall be in accordance with FAR 52.232-1, "Payments"; 52.232-8, "Discounts for Prompt Payment"; 52.232-18, "Availability of Funds"; 52.232-19, "Availability of Funds for the Next Fiscal Year"; and 52.232-25, "Prompt Payment" as listed in Section I.

G-4. SUBMISSION OF INVOICE

G-4.1. Submit invoices to:

Department of Defense
TRICARE Management Activity
Attn: Finance and Accounting Office (F&A)
16401 E. Centretech Parkway
Aurora, CO 80011-9066

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G-4.2. Invoices for all services provided shall be submitted monthly after delivery of the specified tasks. The contractor shall submit an invoice on a DD Form 250, prepared in an Original and 2 copies. Invoices shall be submitted by email with copies to the TMA, CRM, Finance and Accounting Office, to the COR, and to the CO within 5 work days after the last day of each month. All services invoiced for payment shall be in accordance with instructions for completion of DD Form 250. Where there is insufficient space on DD Form 250, a separate sheet(s) detailing the summary information from the form shall be attached (DD Form 250c). For each itemization by CLIN, the invoice shall reference the Delivery Order(s) and applicable modification(s) under which funds were obligated for the services being invoiced.

G-4.2.1. Invoices for services rendered pursuant to issued Delivery Order(s) for specific tasks identified by CLIN(s) performed shall be submitted separately for each task when the work under the Delivery Order is completed.

G-4.2.2. The contractor shall invoice for services provided under CLIN 0001 at the end of the Transition-In period. CLIN 0002, CLIN 0003 (AA and AB) and CLIN 0004, shall be invoiced after deliveries of services are provided.

G-4.2.3. Invoicing for completed reviews (CLIN X001, X002, X003AA, AB, AC, AD; X004, X005, X006AA, AB, AC; X007, X008AA, AB; and X009AA, AB, AC, AD), shall separately itemize the number of timely completed reviews, the unit price, and the total price per CLIN. The invoice shall separately itemize, by review or review session as applicable, the price chargeable if untimely performance occurred, the number of days performance was untimely, the deduction rate for untimely performance, the dollar amount deducted for untimely performance, the net chargeable amount after subtraction of the deduction.

G-4.2.4. Invoicing for report(s) pursuant to CLIN X010, X010AA, AB, AC, AD, AE, AF, AG and AH shall be submitted after delivery of report(s) is completed.

G-4.2.5. Invoicing for review of DP & MCSC Clinical Quality Management Plans (COMP) pursuant to CLIN X011, shall be submitted after accomplishment of reviews in accordance with Section C.

G-4.2.6. Invoicing for Witness Appearance pursuant to CLIN X012, X012AA, AB, AC, and AD shall be submitted after delivery of services is completed.

G-4.2.7. Invoicing for CLIN X013 shall be after delivery of services for HEDIS validation audit.

G-4.2.8. Invoicing for CLIN X014 shall be on a monthly basis for performance of maintaining and assuring compliance with DIACAP and physical and personnel security.

G-4.2.9. Invoicing for CLIN X015 shall be after delivery of services for attending meetings.

G-4.2.10. At the direction of the Government, the contractor shall invoice for services provided under CLIN X016 - Phase-Out at the end of the Transition-Out period.

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H-1. DISSEMINATION OF INFORMATION

There shall be no dissemination or publication, except within and between the contractor, subcontractors, and the TRICARE Management Activity (TMA) of information developed under this contract or contained in the reports to be furnished pursuant to this contract without prior written approval from the Contracting Officer.

H-2. CONFLICT OF INTEREST

H-2.1. The contractor's attention is directed to FAR Subpart 9.5, "Organizational and Consultant Conflicts of Interest."

H-2.2. Services required by the Government include tasks in which the contractor and/or its personnel and subcontractor(s), shall review care managed by the Managed Care Support Contractors (MCSCs) and their subcontractor(s), and claims processed, or to gain access to procurement sensitive information as defined by Title 41 United States Code, Section 423. Such task(s) may include, but are not limited to personal and substantial involvement in the support of subsequent competitive acquisitions for services with payment of the services by appropriated funds.

H-2.3. In order to avoid any organizational conflict of interests, or the appearance thereof, the Contractor agrees as a condition of award, that it shall not offer in response to any solicitation, nor shall it be eligible for award of any contract, nor serve as a consultant or subcontractor to a MCSC, DP, TDEFIC, TMA pharmacy, TRICARE Dental, or other TMA contractor performing TMA claims processing or performing utilization review.

H-2.4. This restriction shall remain in effect for a period of 6 months from the date of final acceptance of all work under this contract and shall apply as well to any subsidiary, affiliate, joint venture, merged party, successor or assignee of the TQMC.

H-3. CONFIDENTIALITY

H-3.1. All beneficiary records used in any way by the TQMC must be protected as required by the Freedom of Information Act, the Privacy Act of 1974, the Alcohol, Drug Abuse, and Mental Health Administration Reorganization Act, the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and Title 10 USC 1102. Beneficiary records must be protected, in terms of privacy and security during use, transmission, storage, destruction, and handling. The TQMC agrees to all provisions of the Business Associate Addendum (Section J, Attachment J-12).

H-3.2. Under the Privacy Act, it takes a court order for TMA records to be released. A subpoena for TMA records is not sufficient for release. The TQMC shall forward all subpoenas for documents/witnesses that encompass any TMA records to the COR for coordination with the TMA, Office of General Counsel (OGC). The COR shall coordinate release or non-release with the TMA/OGC and notify the TQMC in writing the determination of the TMA/OGC. The TQMC shall not release any TMA records without approval of the TMA/OGC.

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H-4. COMPLIANCE WITH FEDERAL, STATE, AND LOCAL REQUIREMENTS

H-4.1. The contractor shall comply with all applicable state insurance and license requirements necessary for performance under this contract except where preempted by Federal law. Both the Department of Defense Appropriations Act, 1994 (Public Law 103-139) and the Defense Authorizations Act for Fiscal Year 1994 (Public Law 103-160) (codified at 10 USC 1103) provide for preemption of state and local laws that relate to health insurance, prepaid health plans, or other health care delivery or financing methods. In order to identify those state and local laws that should be preempted, the contractor is directed to notify the Contracting Officer of those state and local laws the contractor deems should be preempted, with supporting documentation. This notification should be provided no later than 30 days after award of the contract.

H-4.2. In addition to the insurance and license requirements, the contractor, consultants, and providers shall obtain and maintain all other permits, licenses, etc., that may be required to perform the services set forth in Section C.

H-5. TECHNICAL DATA

The data contained in all reports shall be owned by the Government.

H-6. ORDERING

All performance shall be authorized by issuance of order(s) in accordance with the ordering terms of the contract by the Contracting Officer.

H-7. SPECIAL PROVISION - PRIVACY AND SECURITY OF PROTECTED HEALTH INFORMATION

H-7.1. The contractor agrees to not use or further disclose Protected Health Information other than as permitted or required by the Contract.

H-7.2. The contractor agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information as required by law and this Contract.

H-7.3. The contractor agrees to mitigate, to the extent practicable, any harmful effect that is known to the contractor of a use or disclosure of Protected Health Information by the contractor in violation of the requirements of law and/or this Contract.

H-7.4. The contractor agrees to report to the Government any use or disclosure of the Protected Health Information not provided for, by law and/or this Contract.

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H-7.5. The contractor agrees to ensure that any vendor, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by the contractor on behalf of the Government, agrees to the same restrictions and conditions that apply to this Contract to the vendor/subcontractor with respect to such information.

H-7.6. The contractor agrees to provide access, at the request of the Government, and in the time and manner designated by the Government to Protected Health Information in a Designated Record Set, to the Government or, as directed by the Government, to an Individual in order to meet the requirements under 45 CFR 164.524.

H-7.7. The contractor agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Government directs or agrees to pursuant to 45 CFR 164.526 at the request of the Government or an Individual, and in the time and manner designated by the Government.

H-7.8. The contractor agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by the contractor on behalf of, the Government, available to the Government, or at the request of the Government to the Secretary, in a time and manner designated by the Government or the Secretary, for purposes of the Secretary determining the Government's compliance with the Privacy Rule.

H-7.9. The contractor agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for the Government to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

H-7.10. The contractor agrees to provide to the Government or an Individual, in time and manner designated by the Government, information collected in accordance with this Provision of the Contract, to permit the Government to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

H-7.11. General Use and Disclosure Provisions

H-7.11.1. Except as otherwise limited in this Provision, the contractor may use or disclose Protected Health Information on behalf of, or to provide services to, the Government for the following purposes, if such use or disclosure of Protected Health Information would not violate the Privacy Rule or the Department of Defense Health Information Privacy Regulation if done by the Government: For all purposes necessary for performance of this contract.

H-7.12. The Government shall provide the contractor with any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, if such changes affect the contractor's permitted or required uses and disclosures.

H-7.13. The Government shall notify the contractor of any restriction to the use or disclosure of Protected Health Information that the Government has agreed to in accordance with 45 CFR 164.522.

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H-7.14. Miscellaneous

H-7.14.1. Regulatory References. A reference in this Provision to a section in the Privacy Rule means the section as in effect or as amended, and for which compliance is required.

H-7.14.2. Interpretation. Any ambiguity in this Provision shall be resolved in favor of a meaning that permits the Government to comply with the Privacy Rule.

H-8. SPECIAL PROVISION - SECURITY OF PROTECTED HEALTH INFORMATION

H-8.1. The contractor agrees to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of the Government.

H-8.2. The contractor agrees to report to the Government any security incident of which it becomes aware.

H-8.3. The contractor agrees to ensure that any vendor, including a subcontractor, to whom it provides Electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of the Government, agrees to the same restrictions and conditions that apply to this Contract to the vendor/subcontractor with respect to such information.

H-8.4. The contractor agrees to make internal practices, books, and records relating to the security of Electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of the Government, available to the Government, or at the request of the Government to the U.S. Department of Health and Human Services (HHS) Secretary, in a time and manner designated by the Government or the HHS Secretary, for purposes of the HHS Secretary determining the Government's compliance with the Security Rule.

H-8.5. Miscellaneous

H-8.5.1. Regulatory References. A reference in this Provision to a section in the Security Rule means the section as in effect or as amended, and for which compliance is required.

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I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these addresses:

https://www.acquisition.gov/far/
or http://farsite.hill.af.mil/
or http://www.acq.osd.mil/dpap/dfars/

I.2 52.202-1 DEFINITIONS (JUL 2004)
(Reference 2.201)

I.3 52.203-3 GRATUITIES (APR 1984)
(Reference 3.202)

I.4 52.203-5 COVENANT AGAINST CONTINGENT FEES (APR 1984)
(Reference 3.404)

I.5 52.203-6 I RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006)-- ALTERNATE I (OCT 1995)
(Reference 3.503-2)

I.6 52.203-7 ANTI-KICKBACK PROCEDURES (JUL 1995)
(Reference 3.502-3)

I.7 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
(Reference 3.104-9)

I.8 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
(Reference 3.104-9)

I.9 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2007)
(Reference 3.808)

I.10 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (APR 2010) (Reference 3.1004)

I.11 52.203-14 DISPLAY OF HOTLINE POSTER(S) (DEC 2007)
(Reference 3.1004)

I.12 252.203-7000 REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (JAN 2009)
(Reference 203.171-4)

I.13 252.203-7001 PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES (DEC 2008)
(Reference 203.570-3)

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I.14 252.203-7002 REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (JAN 2009) (Reference 203.970)

I.15 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)
(Reference 4.303)

I.16 52.204-7 CENTRAL CONTRACTOR REGISTRATION (APR 2008)
(Reference 4.1105)

I.17 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (SEP 2007)
(Reference 4.1303)

I.18 252.204-7000 DISCLOSURE OF INFORMATION (DEC 1991)
(Reference 204.404-70)

I.19 252.204-7004 ALTERNATE A, CENTRAL CONTRACTOR REGISTRATION (SEP 2007)
(Reference 204.1104)

I.20 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (SEP 2006)
(Reference 9.409)

I.21 252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (JAN 2009)
(Reference 209.104-70)

I.22 252.209-7004 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY (DEC 2006)
(Reference 209.409)

I.23 52.214-26 AUDIT AND RECORDS--SEALED BIDDING (MAR 2009)
(Reference 14.201-7)

I.24 52.215-2 AUDIT AND RECORDS--NEGOTIATION (MAR 2009)
(Reference 15.209)

I.25 52.215-8 ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (OCT 1997)
(Reference 15.209)

I.26 52.215-11 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA--MODIFICATIONS (OCT 1997)
(Reference 15.408)

I.27 52.215-13 SUBCONTRACTOR COST OR PRICING DATA--MODIFICATIONS (OCT 1997)
(Reference 15.408)

I.28 52.215-17 WAIVER OF FACILITIES CAPITAL COST OF MONEY (OCT 1997)
(Reference 15.408)

I.29 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)
(Reference 15.408)

I.30 52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS (OCT 1997)

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(Reference 15.408)

I.31 252.215-7000 PRICING ADJUSTMENTS (DEC 1991)
(Reference 215.408)

I.32 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (MAY 2004)
(Reference 19.708)

I.33 52.219-9 II SMALL BUSINESS SUBCONTRACTING PLAN (APR 2008)--ALTERNATE II (OCT 2001)
(Reference 19.708)

I.34 52.219-16 LIQUIDATED DAMAGES--SUBCONTRACTING PLAN (JAN 1999)
(Reference 19.708)

I.35 252.219-7003 SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS) (APR 2007)
(Reference 219.708)

I.36 52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)
(Reference 22.103-5)

I.37 52.222-3 CONVICT LABOR (JUN 2003)
(Reference 22.202)

I.38 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)
(Reference 22.810)

I.39 52.222-26 EQUAL OPPORTUNITY (MAR 2007)
(Reference 22.810)

I.40 52.222-35 EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS. [SEP 2006]
(Reference 22.1310)

I.41 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)
(Reference 22.1408)

I.42 52.222-37 EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (SEP 2006)
(Reference 22.1310)

I.43 52.222-39 {52.222-39} [RESERVED]
(Reference)

I.44 52.222-41 SERVICE CONTRACT ACT OF 1965 AS AMENDED(NOV 2007)
(Reference 22.1006)

I.45 52.222-43 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT--PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (SEP 2009)
(Reference 22.1006)

I.46 52.222-50 COMBATING TRAFFICKING IN PERSONS (FEB 2009)
(Reference 22.1705)

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I.47 52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (JAN 2009)
(Reference 22.1803)

I.48 252.222.7999 ADDITIONAL REQUIREMENTS and RESPONSIBILITIES RESTRICTING THE USE OF MANDATORY ATTRIBUTION AGREEMENT (DEVIATION) (FEB2010

I.49 52.223-6 DRUG-FREE WORKPLACE (MAY 2001)
(Reference 23.505)

I.50 52.223-14 TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)
(Reference 23.906)

I.51 252.223-7004 DRUG-FREE WORK FORCE (SEP 1988)
(Reference 223.570-2)

I.52 52.224-1 PRIVACY ACT NOTIFICATION (APR 1984)
(Reference 24.104)

I.53 52.224-2 PRIVACY ACT (APR 1984)
(Reference 24.104)

I.54 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)
(Reference 25.1103)

I.55 252.225-7031 SECONDARY ARAB BOYCOTT OF ISRAEL (JUN 2005)
(Reference 225.7605)

I.56 252.225-7041 CORRESPONDENCE IN ENGLISH (JUN 1997)
(Reference 225.1103)

I.56 252.226-7001 UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS (SEP 2004)
(Reference 226.104)

I.57 252.226-7001 UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN OWNED ECONOMIC ENTERPRISES - DoD CONTRACTS (SEPT 2004)

I.58 52.227-1 AUTHORIZATION AND CONSENT (DEC 2007)
(Reference 27.201-2)

I.59 52.227-3 PATENT INDEMNITY (APR 1984)
(Reference 27.201-2)

I.60 52.227-14 RIGHTS IN DATA--GENERAL (DEC 2007)
(Reference 27.409)

I.61 52.229-3 FEDERAL, STATE, AND LOCAL TAXES (APR 2003)
(Reference 29.401-3)

I.62 52.230-2 COST ACCOUNTING STANDARDS (OCT 2008)
(Reference 30.201-4)

I.63 52.230-6 ADMINISTRATION OF COST ACCOUNTING STANDARDS (MAR 2008)
(Reference 30.201-4)

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I.64 252.231-7000 SUPPLEMENTAL COST PRINCIPLES (DEC 1991)
(Reference 231.100-70)

I.65 52.232-1 PAYMENTS (APR 1984)
(Reference 32.111)

I.66 52.232-8 DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)
(Reference 32.111)

I.67 52.232-11 EXTRAS (APR 1984)
(Reference 32.111)

I.68 52.232-17 INTEREST (OCT 2008)
(Reference 32.611)

I.69 52.232-18 AVAILABILITY OF FUNDS (APR 1984)
(Reference 32.705-1)

I.70 52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986)
(Reference 32.806)

I.71 52.232-25 PROMPT PAYMENT (OCT 2008)
(Reference 32.908)

I.72 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION (OCT 2003)
(Reference 32.1110)

I.73 52.232-34 PAYMENT BY ELECTRONIC FUNDS TRANSFER--OTHER THAN CENTRAL CONTRACTOR REGISTRATION (MAY 1999) within 20 days from date of award.
(Reference 32.1110)

I.74 252.232-7010 LEVIES ON CONTRACT PAYMENTS (DEC 2006)
(Reference 232.7102)

I.75 52.233-1 DISPUTES (JUL 2002)
(Reference 33.215)

I.76 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)
(Reference 33.215)

I.77 252.235-7010 ACKNOWLEDGMENT OF SUPPORT AND DISCLAIMER (MAY 1995)
(Reference 235.072)

I.78 52.237-3 CONTINUITY OF SERVICES (JAN 1991)
(Reference 37.110)

I.79 52.239-1 PRIVACY OR SECURITY SAFEGUARDS (AUG 1996)
(Reference 39.107)

I.80 252.239-7001 INFORMATION ASSURANCE CONTRACTOR TRAINING AND CERTIFICATION (JAN 2008)
(Reference 239.7103)

I.81 52.242-13 BANKRUPTCY (JUL 1995)

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(Reference 42.903)

I.82 52.243-1 CHANGES--FIXED-PRICE (AUG 1987)
(Reference 43.205)

I.83 52.243-1 I CHANGES--FIXED-PRICE (AUG 1987)--ALTERNATE I (APR 1984)
(Reference 43.205)

I.84 52.243-6 CHANGE ORDER ACCOUNTING (APR 1984)
(Reference 43.205)

I.85 252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991)
(Reference 243.205-70)

I.86 52.244-2 SUBCONTRACTS (JUN 2007)
(Reference 44.204)

I.87 52.244-5 COMPETITION IN SUBCONTRACTING (DEC 1996)
(Reference 44.204)

I.88 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (APR 2010)
(Reference 44.403)

I.89 52.246-20 WARRANTY OF SERVICES (MAY 2001)
(Reference 46.710) within 5 business days

I.90 52.246-25 LIMITATION OF LIABILITY--SERVICES (FEB 1997)
(Reference 46.805)

I.91 52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (MAY 2004)
(Reference 49.502)

I.92 52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)
(Reference 49.504)

I.93 52.253-1 COMPUTER GENERATED FORMS (JAN 1991)
(Reference 53.111)

I.94 252.201-7000 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)

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I.95 252.204-7006 BILLING INSTRUCTIONS (OCT 2005)

When submitting a request for payment, the Contractor shall-
(a) Identify the contract line item(s) on the payment request that reasonably reflect contract work performance; and
(b) Separately identify a payment amount for each contract line item included in the payment request.
(End of Clause)]

I-96. 52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through sixty-four (64) months after contract award.
(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of Clause)

I-97. 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) "Minimum order." When the Government requires supplies or services covered by this contract in an amount of less than $100.00 the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
(b) "Maximum order." The Contractor is not obligated to honor--
(1) Any order for a single item in excess of $1,000,000.00
(2) Any order for a combination of items in excess of $10,000,000.00 or
(3) A series of orders from the same ordering office within 5 days that together call for quantities exceeding the limitation in paragraph (b)1) or (2) of this section.
(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.
(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 3 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

I-98. 52.216-21 REQUIREMENTS (OCT 1995)

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(a) This is a requirements contract for the supplies or services specified and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.
(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.
(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.
(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.
(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided that the Contractor shall not be required to make any deliveries under this contract after for work started through the sixty-sixth(66)month.

(End of Clause)

I-99. 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 the 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 of the contract expiration.

(End of Clause)

I-100. 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 thirty (30) days provided that the Government

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gives the Contractor a preliminary written notice of its intent to extend at least sixty (60) days 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 five (5) years.

(End of Clause)

I-101. 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the service contract act of 1965 as amended, and the regulations of the Secretary of Labor (29 CFR Part 4. This clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

This statement is for information only: *It is not a wage determination*

EMPLOYEE CLASS	MONETARY HOURLY WAGE	Equivalent GS/Wg Level
Health Information technologist (registered)	$22.34	GS-09
Registered Nurse	$27.02	GS-11
Physician Assistant	$27.02	GS-11
Nurse Practitioner	$38.02	GS-13
Quality Assurance Specialist	$32.39	GS-12
Staff Trainer	$32.39	GS-12
Network Administrator	$38.02	GS-13
Intranet/Extranet Site developer	$38.02	GS-13
Database Manager	$38.02	GS-13

(End of Clause)

I.102. 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond the fiscal year 2010. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond the fiscal year 2010 until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of Clause)

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I.103 252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (MAR 2008)

(a) "Definitions." As used in this clause--

(1) "Contract financing payment" and "invoice payment" have the meanings given in section 32.001 of the Federal Acquisition Regulation.

(2) Electronic form means any automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, e-mail, and scanned documents are not acceptable electronic forms for submission of payment requests. However, scanned documents are acceptable when they are part of a submission of a payment request made using Wide Area WorkFlow (WAWF)or another electronic form authorized by the Contracting Officer.

(3) "Payment request" means any request for contract financing payment or invoice payment submitted by the Contractor under this contract.

(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests and receiving reports using WAWF, in one of the following electronic formats that WAWF accepts: Electronic Data Interchange, Secure File Transfer Protocol, or World Wide Web input. Information regarding WAWF is available on the Internet at https://wawf.eb.mil/.

(c) The Contractor may submit a payment request and receiving report using other than WAWF only when--

(1) The Contracting Officer authorizes use of another electronic form. With such an authorization, the Contractor and the Contracting Officer shall agree to a plan, which shall include a timeline, specifying when the Contractor will transfer to WAWF;

(2) DoD is unable to receive a payment request or provide acceptance in electronic form;

(3) The Contracting Officer administering the contract for payment has determined, in writing, that electronic submission would be unduly burdensome to the Contractor. In such cases, the Contractor shall include a copy of the Contracting Officer's determination with each request for payment; or

(4) DoD makes payment for commercial transportation services provided under a Government rate tender or a contract for transportation services using a DoD-approved electronic third party payment system or other exempted vendor payment/invoicing system (e.g., PowerTrack, Transportation Financial Management System, and Cargo and Billing System).

(d) The Contractor shall submit any non-electronic payment requests using the method or methods specified in Section G of the contract.

(e) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payments requests.

(End of Clause)

I.104 52.243-7 NOTIFICATION OF CHANGES (APR 1984)

(a) "Definitions." "Contracting Officer," as used in this clause, does not include any representative of the Contracting Officer. "Specifically Authorized Representative (SAR)," as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this paragraph and shall be issued to the designated representative before the SAR exercises such authority.

(b) "Notice." The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers constituting a

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change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing promptly, within thirty (30) calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state--

(1) The date, nature, and circumstances of the conduct regarded as a change;

(2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;

(3) The identification of any documents and the substance of any oral communication involved in such conduct;

(4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;

(5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including--

(i) What contract line items have been or may be affected by the alleged change;

(ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;

(iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;

(iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and

(6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.

(c) "Continued performance." Following submission of the notice required by paragraph (b) of this clause, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in paragraph (b) of this clause, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing promptly and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall promptly countermand any action which exceeds the authority of the SAR.

(d) "Government response." The Contracting Officer shall promptly, within thirty (30) calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either-

(1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;

(2) Countermand any communication regarded as a change;

(3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or

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(4) In the event the Contractor's notice information is inadequate to make a decision under paragraphs (d)(1),(2) or (3) of this clause, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(e) "Equitable adjustments."

(1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made--

(i) In the contract price or delivery schedule or both; and

(ii) In such other provisions of the contract as may be affected.

(2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in (b) and (c) of this clause.

(End of Clause)

I.105 252.243-7002 REQUEST FOR EQUITABLE ADJUSTMENT (MAR 1998)
Reference 243.205-71

(a) The amount of any request for equitable adjustment to contract terms shall accurately reflect the contract adjustment for which the Contractor believes the Government is liable. The request shall include only costs for performing the change, and shall not include any costs that already have been reimbursed or that have been separately claimed. All indirect costs included in the request shall be properly allocable to the change in accordance with applicable acquisition regulations.

(b) In accordance with 10 U.S.C. 2410(a), any request for equitable adjustment to contract terms that exceeds the simplified acquisition threshold shall bear, at the time of submission, the following certificate executed by an individual authorized to certify the request on behalf of the Contractor:

I certify that the request is made in good faith, and that the supporting data are accurate and complete to the best of my knowledge and belief.

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(Official's Name)

(Title)

(c) The certification in paragraph (b) of this clause requires full disclosure of all relevant facts, including

(1) Cost or pricing data if required in accordance with subsection 15.403-4 of the Federal Acquisition Regulation (FAR); and

(2) Information other than cost or pricing data, in accordance with subsection 15.403-3 of the FAR, including actual cost data and data to support any estimated costs, even if cost or pricing data are not required.

(d) The certification requirement in paragraph (b) of this clause does not apply to

(1) Requests for routine contract payments; for example, requests for payment for accepted supplies and services, routine vouchers under a cost-reimbursement type contract, or progress payment invoices; or

(2) Final adjustments under an incentive provision of the contract.

(End of clause)

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SECTION J
LIST OF ATTACHMENTS

Attachment	Title
J-1	Maps of TRICARE Regions and USFHP Locations
J-2	TEDS Institutional Extract File
J-3	TEDS Non Institutional Extract File
J-4	Designated Provider Data Elements
J-5	Sample Data Use Agreement
J-6	Part 1 - Internal and External Reviews Supplemental Definitions Part 2 - Expert Witness Contracting Process
J-7	Initial Facility Certification
J-8	Application for TRICARE Mental Health Facility Certification
J-9	Ownership Change Application for a TRICARE Certified Facility
J-10	Department of Labor (DOL) Wage Determination
J-11	Behavioral Health Facility Listing Example
J-12	Part 1-DIACAP Compliance Checklist DoDI 8510.01 Part 2-Business Associate Addendum
J-13	TRICARE Eligible Beneficiary Population as of March 09
J-14	RESERVED
J-15	RESERVED
J-16	Clinical Quality Management Program Annual Report Requirements (CDRL) DD Form 1423
J-17	MTF Review and Appeal Table for Utilization Management
J-18	RESERVED
J-19	Positive Transfer of Records
J-20	RESERVED
J-21	RESERVED

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SECTION J
LIST OF ATTACHMENTS

Attachment	Title
J-22	Subcontracting Plan
J-23	Medical Specialties
J-24	Approved Guaranty Agreement for Corporate Guarantor DCMA Form 1620

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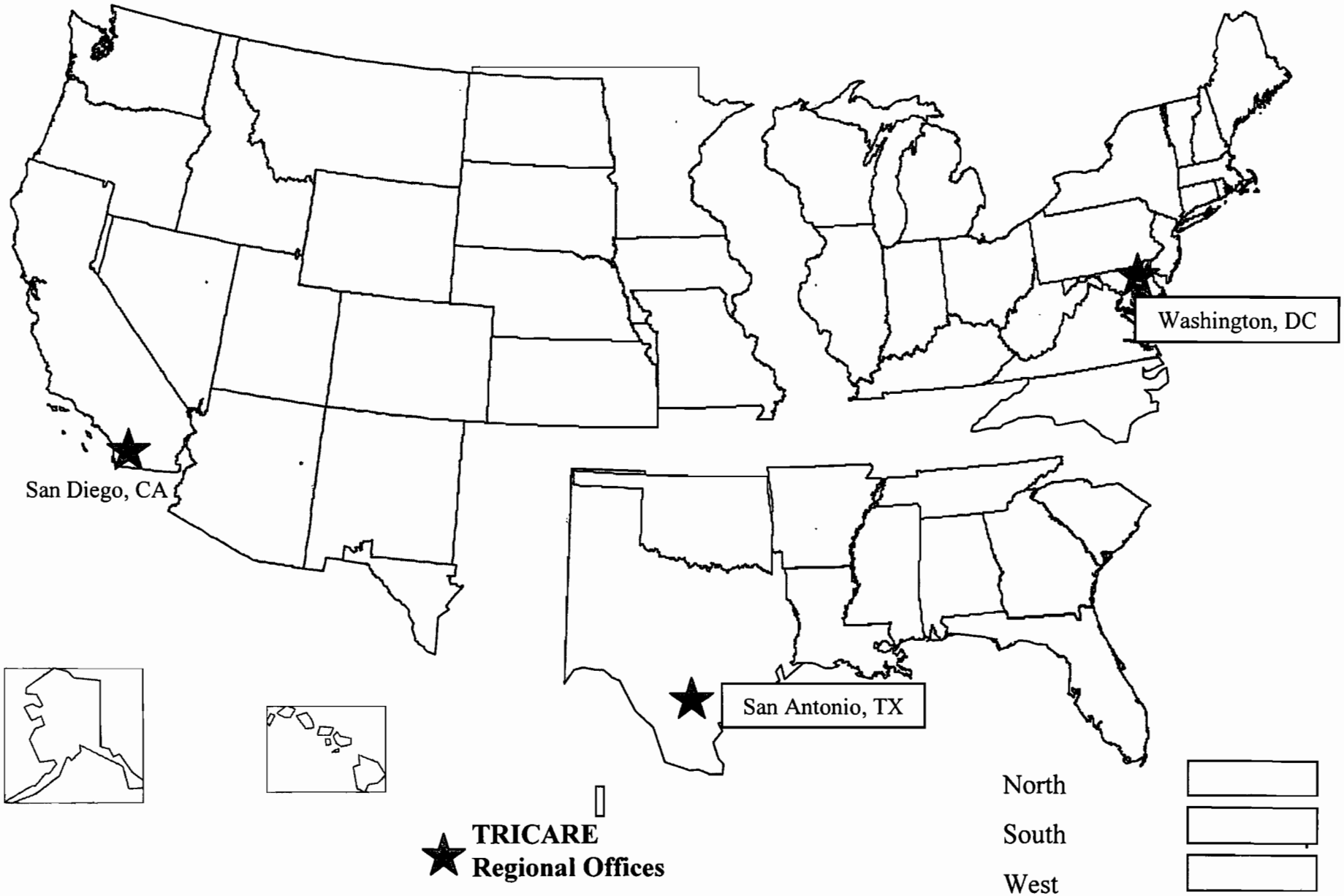
TRICARE Regions



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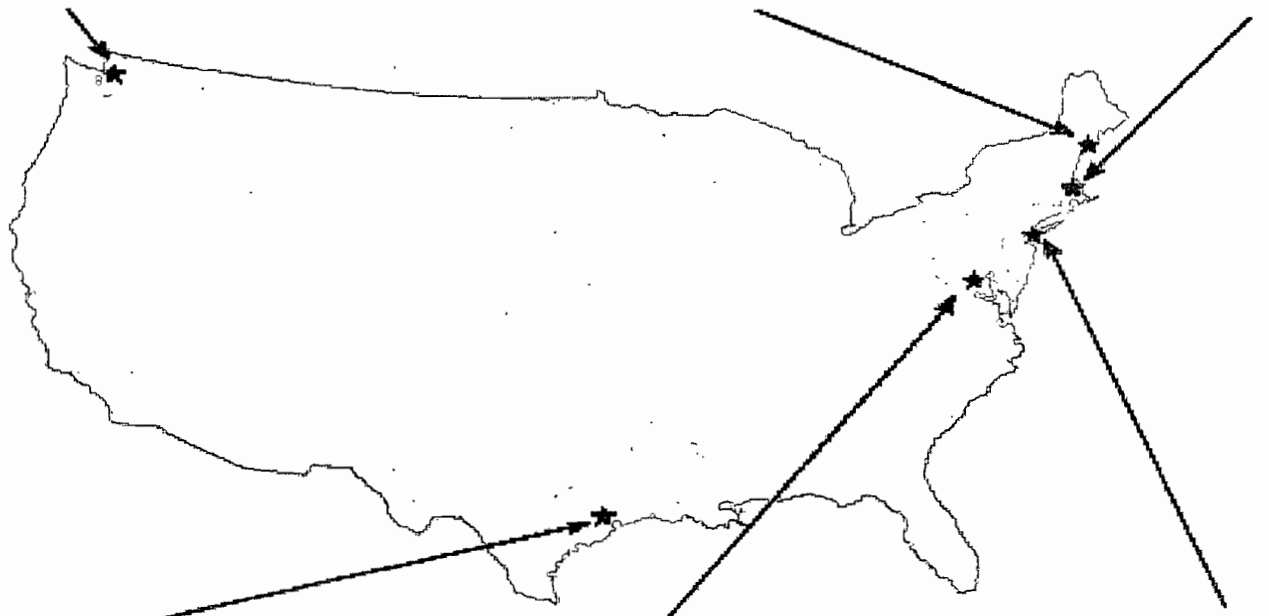
Service Area



Pacific Medical Centers (PacMed Clinics)
Serving the Puget Sound area of Washington State
1-888-958-7347

Martin's Point Health Care
Serving Maine, Vermont, New Hampshire and northeastern New York
1-888-241-4556

Brighton Marine Health Center
Serving Massachusetts, including Cape Cod, Rhode Island and northern Connecticut
1-800-818-8589

CHRISTUS Health
Serving southeast Texas and southwest Louisiana
1-800-678-7347

Johns Hopkins Medicine
Serving Maryland, Washington DC and parts of Pennsylvania, Virginia and West Virginia
1-800-808-7347

Saint Vincent Catholic Medical Centers
Serving parts of New York, NYC, all of New Jersey, southeastern Pennsylvania and western Connecticut
1-800-241-4848

Attachment J-1, HT9402-10-D-0001

TRICARE Quality Monitoring Contract (TQMC) 4Rel

Overseas Tricare Area Offices

- **TRICARE Area Office – Europe** Unit 10310, Sembach AB, Germany APO AE 09136 Commercial 011-49-6302-67-6314 DSN: (314) 496-6314
  Fax: (49) 6302-67-6378

- **TRICARE Area Office –Pacific** 482, Box 2749, Okinawa, Japan (Camp Lester) FPO AP 96362 Commercial: (81).6117.43.2055/29, DSN: 315.643.2029,
  Fax: 315.643.2056/37

- **TRICARE- Latin America Canada,** 1700 North Moore St, Suite 1200 Arlington, VA 22209 and Bldg 38716, 38th Alley Fort Gordon, GA 30905-5650 Commercial: 706-787-2424, DSN: 773-2424,
  e-mail: TAOLAC@tma.osd.mil
  Fax: 706-787-3024

Attachment J-1, HT9402-10-D-0001

TRICARE Quality Monitoring Contract (TQMC) 4Rel

Institutional extract file

Using the crosswalk provided below, fields from the TQM Institutional sample file (OUTI.DBF) can be matched with their definitions in the TRICARE Systems Manual (TSM). The TSM may be found on-line at: http://www.tricare.osd.mil/tricaremanuals/

OUTI Field Name	TSM Field Name	Notes
SUBID	PROVIDER SUB-IDENTIFIER	
TYPINST	TYPE OF INSTITUTION	
PROZIP15	PROVIDER ZIP CODE (first five digits)	
PROZIP69	PROVIDER ZIP CODE (last four digits)	
PROVNAME	PROVIDER NAME	Comes from Provider Record
STREET	PROVIDER STREET ADDRESS	Comes from Provider Record
CITY	PROVIDER CITY	Comes from Provider Record
STATE	PROVIDER STATE OR COUNTRY CODE	
RECTYPE	RECORD TYPE	
CNTRNBR	FI/CONTRACTOR NUMBER	
PROGIND	PROGRAM INDICATOR	
SPONBRSV	SPONSOR BRANCH OF SERVICE	
ENROLLCD	ENROLLMENT STATUS	
TYPSUB	TYPE OF SUBMISSION	
SPC1	SPECIAL PROCESSING CODE (1of 4)	
SPC2	SPECIAL PROCESSING CODE (2of 4)	
SPC3	SPECIAL PROCESSING CODE (3of 4)	
SPC4	SPECIAL PROCESSING CODE (4of4)	
PRINDIAG	PRINCIPAL TREATMENT DIAGNOSIS	
DXSEC1	SECONDARY TREATMENT DIAGNOSIS-1	
DXSEC2	SECONDARY TREATMENT DIAGNOSIS-2	
DXSEC3	SECONDARY TREATMENT DIAGNOSIS-3	
DXSEC4	SECONDARY TREATMENT DIAGNOSIS-4	
DXSEC5	SECONDARY TREATMENT DIAGNOSIS-5	
DXSEC6	SECONDARY TREATMENT	

TRICARE Quality Monitoring Contract (TQMC) 4Rel

OUTI Field Name	TSM Field Name	Notes
	DIAGNOSIS-6	
DXSEC7	SECONDARY TREATMENT DIAGNOSIS-7	
DXSEC8	SECONDARY TREATMENT DIAGNOSIS-8	
DXSEC9	SECONDARY TREATMENT DIAGNOSIS-9	
DXSEC10	SECONDARY TREATMENT DIAGNOSIS-10	
DXSEC11	SECONDARY TREATMENT DIAGNOSIS-11	
TNEX_REG	HEALTH SERVICES REGION CODE TNEX	Not in TSM, derived during processing
NTNEX_REG	HEALTH SERVICES REGION CODE Non-TNEX	Not in TSM, derived during processing
ICBEGDT	BEGIN DATE OF CARE	
BEDDAYS	TOTAL BED DAYS	
ICNKEY	INTERNAL CONTROL NUMBER KEY	Not in TSM, derived during processing
ICN	INTERNAL CONTROL NUMBER (ICN)	
PTCDT	DATE PROCESSED TO COMPLETION	
SPONSSAN	SPONSOR SOCIAL SECURITY NUMBER	
SPONPYGR	SPONSOR PAY GRADE	
SPONSTAT	SPONSOR STATUS	
PATREL	PATIENT RELATIONSHIP TO SPONSOR	
PATNAME	PATIENT NAME	
PATDOB	PATIENT DATE OF BIRTH	
DEERSSUF	DEERS DEPENDENT SUFFIX	
PATSEX	PATIENT SEX	
PATZIP15	PATIENT ZIP CODE (first five digits)	
PATZIP69	PATIENT ZIP CODE (last four digits)	
AMTGOVT	AMOUNT PAID BY GOVERNMENT CONTRACTOR	
AMTBILL	AMOUNT BILLED	
AMTALL	AMOUNT ALLOWED	
AMTOHI	AMOUNT PAID BY OTHER HEALTH INSURANCE	
PNTCOINS	PATIENT COINSURANCE	
PNTCOPMT	PATIENT COPAYMENT	
ICDNBR	DIAGNOSIS EDITION	

TRICARE Quality Monitoring Contract (TQMC) 4Rel

OUTI Field Name	TSM Field Name	Notes
	IDENTIFIER	
SPRATECD	SPECIAL RATE CODE	
PROAFFCD	PROVIDER CONTRACT AFFILIATION CODE	
PATAGE	PATIENT AGE	Not in TSM, derived during processing
ADMDT	ADMISSION DATE	
ADMITCD	ADMISSION CODE	
ADMSOURC	SOURCE OF ADMISSION	
DISCHST	DISCHARGE STATUS	
ICENDDT	END DATE OF CARE	
ALLDAYS	GOVERNMENT AUTHORIZED BED DAYS	
ADMDIAG	ADMISSION DIAGNOSIS	
OPNSPRIN	PRINCIPAL OPERATION/NONSURGICAL, PROCEDURE CODE	
OPNSSEC1	SECONDARY OPERATION/NONSURGICAL PROCEDURE CODE-1	
OPNSSEC2	SECONDARY OPERATION/NONSURGICAL PROCEDURE CODE-2	
OPNSSEC3	SECONDARY OPERATION/NONSURGICAL PROCEDURE CODE-3	
OPNSSEC4	SECONDARY OPERATION/NONSURGICAL PROCEDURE CODE-4	
OPNSSEC5	SECONDARY OPERATION/NONSURGICAL PROCEDURE CODE-5	
OPNSSEC6	SECONDARY OPERATION/NONSURGICAL PROCEDURE CODE-6	
OPNSSEC7	SECONDARY OPERATION/NONSURGICAL PROCEDURE CODE-7	
OPNSSEC8	SECONDARY OPERATION/NONSURGICAL PROCEDURE CODE-8	
OPNSSEC9	SECONDARY OPERATION/NONSURGICAL PROCEDURE CODE-9	
OPNSSEC10	SECONDARY OPERATION/NONSURGICAL PROCEDURE CODE-10	
OPNSSEC11	SECONDARY OPERATION/NONSURGICAL PROCEDURE CODE-11	
DRG	DRG NUMBER	
DRGRPID	DRG GROUPER EDITION	

TRICARE Quality Monitoring Contract (TQMC) 4Rel

OUTI Field Name	TSM Field Name	Notes
DRGPRCID	DRG PRICER EDITION	
DERIVDRG	DRG DERIVED CODE	Not in TSM , derived during processing
CLAIMTYP	CLAIM FORM TYPE	
BILLFREQ	FREQUENCY CODE	
HIPPS	HIPPS CODE	
PROVSNL	TED PROVISIONAL ACCEPTANCE FLAG	Not in TSM, used in application
ADMTYPE	TYPE OF ADMISSION	
FLAG	CLAIM CATEGORY CODE	Not in TSM , assigned when selected for sample

TRICARE Quality Monitoring Contract (TQMC) 4Rel

OUTN-STRUCTURE

TEDS

Non-Institutional extract file

Using the crosswalk provided below, fields from the TQM Institutional sample file (OUTI.DBF) can be matched with their definitions in the TRICARE Systems Manual (TSM). The TSM may be found on-line at:
http://www.tricare.osd.mil/tricaremanuals/

OUTN Field Name	*TSM* Manual Field Name	Notes
PROTXNBR	PROVIDER TAXPAYER NUMBER	
SUBID	PROVIDER SUB-IDENTIFIER	
PROMSC	PROVIDER MAJOR SPECIALTY CODE	
PROZIP15	PROVIDER ZIP CODE (first five digits)	
PROZIP69	PROVIDER ZIP CODE (last four digits)	
PROVNAME	PROVIDER NAME	Comes from Provider Record
STREET	PROVIDER STREET ADDRESS	Comes from Provider Record
CITY	PROVIDER CITY	Comes from Provider Record
STATE	PROVIDER STATE OR COUNTRY CODE	
PROCE1	PROCEDURE CODE 1	
PROCE2	PROCEDURE CODE 2	
PROCE3	PROCEDURE CODE 3	
PROCE4	PROCEDURE CODE 4	
PROCE5	PROCEDURE CODE 5	
PROCE6	PROCEDURE CODE 6	
PROCE7	PROCEDURE CODE 7	
PROCE8	PROCEDURE CODE 8	
PROCE9	PROCEDURE CODE 9	
PROCE10	PROCEDURE CODE 10	
PROCE11	PROCEDURE CODE 11	
PROCE12	PROCEDURE CODE 12	
PROCE13	PROCEDURE CODE 13	
PROCE14	PROCEDURE CODE 14	
PROCE15	PROCEDURE CODE 15	
PROCE16	PROCEDURE CODE 16	
PROCE17	PROCEDURE CODE 17	
PROCE18	PROCEDURE CODE 18	
PROCE19	PROCEDURE CODE 19	
PROCE20	PROCEDURE CODE 20	
PROCE21	PROCEDURE CODE 21	
PROCE22	PROCEDURE CODE 22	
PROCE23	PROCEDURE CODE 23	
PROCE24	PROCEDURE CODE 24	
PROCE25	PROCEDURE CODE 25	
AMTAPR1	AMOUNT ALLOWED BY PROCEDURE CODE 1	
AMTAPR2	AMOUNT ALLOWED BY PROCEDURE CODE 2	

TRICARE Quality Monitoring Contract (TQMC) 4Rel

OUTN-STRUCTURE

AMTAPR3	AMOUNT ALLOWED BY PROCEDURE CODE 3	
AMTAPR4	AMOUNT ALLOWED BY PROCEDURE CODE 4	
AMTAPR5	AMOUNT ALLOWED BY PROCEDURE CODE 5	
AMTAPR6	AMOUNT ALLOWED BY PROCEDURE CODE 6	
AMTAPR7	AMOUNT ALLOWED BY PROCEDURE CODE 7	
AMTAPR8	AMOUNT ALLOWED BY PROCEDURE CODE 8	
AMTAPR9	AMOUNT ALLOWED BY PROCEDURE CODE 9	
AMTAPR10	AMOUNT ALLOWED BY PROCEDURE CODE 10	
AMTAPR11	AMOUNT ALLOWED BY PROCEDURE CODE 11	
AMTAPR12	AMOUNT ALLOWED BY PROCEDURE CODE 12	
AMTAPR13	AMOUNT ALLOWED BY PROCEDURE CODE 13	
AMTAPR14	AMOUNT ALLOWED BY PROCEDURE CODE 14	
AMTAPR15	AMOUNT ALLOWED BY PROCEDURE CODE 15	
AMTAPR16	AMOUNT ALLOWED BY PROCEDURE CODE 16	
AMTAPR17	AMOUNT ALLOWED BY PROCEDURE CODE 17	
AMTAPR18	AMOUNT ALLOWED BY PROCEDURE CODE 18	
AMTAPR19	AMOUNT ALLOWED BY PROCEDURE CODE 19	
AMTAPR20	AMOUNT ALLOWED BY PROCEDURE CODE 20	
AMTAPR21	AMOUNT ALLOWED BY PROCEDURE CODE 21	
AMTAPR22	AMOUNT ALLOWED BY PROCEDURE CODE 22	
AMTAPR23	AMOUNT ALLOWED BY PROCEDURE CODE 23	
AMTAPR24	AMOUNT ALLOWED BY PROCEDURE CODE 24	
AMTAPR25	AMOUNT ALLOWED BY PROCEDURE CODE 25	
AMTAPR1	AMOUNT BILLED BY PROCEDURE CODE 1	
AMTAPR2	AMOUNT BILLED BY PROCEDURE CODE 2	

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OUTN-STRUCTURE

AMTAPR3	AMOUNT BILLED BY PROCEDURE CODE 3	
AMTAPR4	AMOUNT BILLED BY PROCEDURE CODE 4	
AMTAPR5	AMOUNT BILLED BY PROCEDURE CODE 5	
AMTAPR6	AMOUNT BILLED BY PROCEDURE CODE 6	
AMTAPR7	AMOUNT BILLED BY PROCEDURE CODE 7	
AMTAPR8	AMOUNT BILLED BY PROCEDURE CODE 8	
AMTAPR9	AMOUNT BILLED BY PROCEDURE CODE 9	
AMTAPR10	AMOUNT BILLED BY PROCEDURE CODE 10	
AMTAPR11	AMOUNT BILLED BY PROCEDURE CODE 11	
AMTAPR12	AMOUNT BILLED BY PROCEDURE CODE	
AMTAPR13	AMOUNT BILLED BY PROCEDURE CODE 13	
AMTAPR14	AMOUNT BILLED BY PROCEDURE CODE 14	
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AMTAPR21	AMOUNT BILLED BY PROCEDURE CODE 21	
AMTAPR21	AMOUNT BILLED BY PROCEDURE CODE 22	
AMTAPR23	AMOUNT BILLED BY PROCEDURE CODE 23	
AMTAPR24	AMOUNT BILLED BY PROCEDURE CODE 24	
AMTAPR25	AMOUNT BILLED BY PROCEDURE CODE 25	
NCBEGD1	BEGINNING DATE OF CARE - PROCEDURE 1	
NCBEGD2	BEGINNING DATE OF CARE - PROCEDURE 2	

TRICARE Quality Monitoring Contract (TQMC) 4Rel

NCBEGD3	BEGINNING DATE OF CARE - PROCEDURE 3	
NCBEGD4	BEGINNING DATE OF CARE - PROCEDURE 4	
NCBEGD5	BEGINNING DATE OF CARE - PROCEDURE 5	
NCBEGD6	BEGINNING DATE OF CARE - PROCEDURE 6	
NCBEGD7	BEGINNING DATE OF CARE - PROCEDURE 7	
NCBEGD8	BEGINNING DATE OF CARE - PROCEDURE 8	
NCBEGD9	BEGINNING DATE OF CARE - PROCEDURE 9	
NCBEGD10	BEGINNING DATE OF CARE - PROCEDURE 10	
NCBEGD11	BEGINNING DATE OF CARE - PROCEDURE 11	
NCBEGD12	BEGINNING DATE OF CARE - PROCEDURE 12	
NCBEGD13	BEGINNING DATE OF CARE - PROCEDURE 13	
NCBEGD14	BEGINNING DATE OF CARE - PROCEDURE 14	
NCBEGD15	BEGINNING DATE OF CARE - PROCEDURE 15	
NCBEGD16	BEGINNING DATE OF CARE - PROCEDURE 16	
NCBEGD17	BEGINNING DATE OF CARE - PROCEDURE 17	
NCBEGD18	BEGINNING DATE OF CARE - PROCEDURE 18	
NCBEGD19	BEGINNING DATE OF CARE - PROCEDURE 19	
NCBEGD20	BEGINNING DATE OF CARE - PROCEDURE 20	
NCBEGD21	BEGINNING DATE OF CARE - PROCEDURE 21	
NCBEGD22	BEGINNING DATE OF CARE - PROCEDURE 22	
NCBEGD23	BEGINNING DATE OF CARE - PROCEDURE 23	
NCBEGD24	BEGINNING DATE OF CARE - PROCEDURE 24	
NCBEGD25	BEGINNING DATE OF CARE - PROCEDURE 25	
NCENDD1	END DATE OF CARE - PROCEDURE 1	
NCENDD2	END DATE OF CARE - PROCEDURE 2	
NCENDD3	END DATE OF CARE - PROCEDURE 3	
NCENDD4	END DATE OF CARE - PROCEDURE 4	

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OUTN-STRUCTURE

NCENDD5	END DATE OF CARE - PROCEDURE 5	
NCENDD6	END DATE OF CARE - PROCEDURE 6	
NCENDD7	END DATE OF CARE - PROCEDURE 7	
NCENDD8	END DATE OF CARE - PROCEDURE 8	
NCENDD9	END DATE OF CARE - PROCEDURE 9	
NCENDD10	END DATE OF CARE - PROCEDURE 10	
NCENDD11	END DATE OF CARE - PROCEDURE 11	
NCENDD12	END DATE OF CARE - PROCEDURE 12	
NCENDD13	END DATE OF CARE - PROCEDURE 13	
NCENDD14	END DATE OF CARE - PROCEDURE 14	
NCENDD15	END DATE OF CARE - PROCEDURE 15	
NCENDD16	END DATE OF CARE - PROCEDURE 16	
NCENDD17	END DATE OF CARE - PROCEDURE 17	
NCENDD18	END DATE OF CARE - PROCEDURE 18	
NCENDD19	END DATE OF CARE - PROCEDURE 19	
NCENDD20	END DATE OF CARE - PROCEDURE 20	
NCENDD21	END DATE OF CARE - PROCEDURE 21	
NCENDD22	END DATE OF CARE - PROCEDURE 22	
NCENDD23	END DATE OF CARE - PROCEDURE 23	
NCENDD24	END DATE OF CARE - PROCEDURE 24	
NCENDD25	END DATE OF CARE - PROCEDURE 25	
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NNRSV2	NUMBER OF SERVICES 2	
NNRSV3	NUMBER OF SERVICES 3	
NNRSV4	NUMBER OF SERVICES 4	
NNRSV5	NUMBER OF SERVICES 5	
NNRSV6	NUMBER OF SERVICES 6	
NNRSV7	NUMBER OF SERVICES 7	
NNRSV8	NUMBER OF SERVICES 8	
NNRSV9	NUMBER OF SERVICES 9	
NNRSV10	NUMBER OF SERVICES 10	
NNRSV11	NUMBER OF SERVICES 11	
NNRSV12	NUMBER OF SERVICES 12	
NNRSV13	NUMBER OF SERVICES 13	
NNRSV14	NUMBER OF SERVICES 14	
NNRSV15	NUMBER OF SERVICES 15	
NNRSV16	NUMBER OF SERVICES 16	
NNRSV17	NUMBER OF SERVICES 17	
NNRSV18	NUMBER OF SERVICES 18	
NNRSV19	NUMBER OF SERVICES 19	
NNRSV20	NUMBER OF SERVICES 20	
NNRSV21	NUMBER OF SERVICES 21	
NNRSV22	NUMBER OF SERVICES 22	
NNRSV23	NUMBER OF SERVICES 23	
NNRSV24	NUMBER OF SERVICES 24	
NNRSV25	NUMBER OF SERVICES 25	
PLSVC1	PLACE OF SERVICE - PROCEDURE 1	
PLSVC2	PLACE OF SERVICE - PROCEDURE 2	
PLSVC3	PLACE OF SERVICE - PROCEDURE 3	

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PLSVC4	PLACE OF SERVICE - PROCEDURE 4	
PLSVC5	PLACE OF SERVICE - PROCEDURE 5	
PLSVC6	PLACE OF SERVICE - PROCEDURE 6	
PLSVC7	PLACE OF SERVICE - PROCEDURE 7	
PLSVC8	PLACE OF SERVICE - PROCEDURE 8	
PLSVC9	PLACE OF SERVICE - PROCEDURE 9	
PLSVC10	PLACE OF SERVICE - PROCEDURE 10	
PLSVC11	PLACE OF SERVICE - PROCEDURE 11	
PLSVC12	PLACE OF SERVICE - PROCEDURE 12	
PLSVC13	PLACE OF SERVICE - PROCEDURE 13	
PLSVC14	PLACE OF SERVICE - PROCEDURE14	
PLSVC15	PLACE OF SERVICE - PROCEDURE15	
PLSVC16	PLACE OF SERVICE - PROCEDURE16	
PLSVC17	PLACE OF SERVICE - PROCEDURE17	
PLSVC18	PLACE OF SERVICE - PROCEDURE18	
PLSVC19	PLACE OF SERVICE - PROCEDURE19	
PLSVC20	PLACE OF SERVICE - PROCEDURE20	
PLSVC21	PLACE OF SERVICE - PROCEDURE21	
PLSVC22	PLACE OF SERVICE - PROCEDURE22	
PLSVC23	PLACE OF SERVICE - PROCEDURE23	
PLSVC24	PLACE OF SERVICE - PROCEDURE24	
PLSVC25	PLACE OF SERVICE - PROCEDURE25	
CPT41	PROCEDURE CODE MODIFIERS 1-41	
CPT42	PROCEDURE CODE MODIFIERS 1-42	
CPT43	PROCEDURE CODE MODIFIERS 1-43	
CPT44	PROCEDURE CODE MODIFIERS 1-44	
CPT45	PROCEDURE CODE MODIFIERS 1-45	
CPT46	PROCEDURE CODE MODIFIERS 1-46	
CPT47	PROCEDURE CODE MODIFIERS 1-47	
CPT48	PROCEDURE CODE MODIFIERS 1-48	
CPT49	PROCEDURE CODE MODIFIERS 1-49	
CPT410	PROCEDURE CODE MODIFIERS 1-410	
CPT411	PROCEDURE CODE MODIFIERS 1-411	
CPT412	PROCEDURE CODE MODIFIERS 1-412	
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CPT414	PROCEDURE CODE MODIFIERS 1-414	
CPT415	PROCEDURE CODE MODIFIERS 1-415	
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CPT417	PROCEDURE CODE MODIFIERS 1-417	
CPT418	PROCEDURE CODE MODIFIERS 1-418	
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CPT420	PROCEDURE CODE MODIFIERS 1-420	
CPT420	PROCEDURE CODE MODIFIERS 1-420	
CPT421	PROCEDURE CODE MODIFIERS 1-421	
CPT422	PROCEDURE CODE MODIFIERS 1-422	
CPT423	PROCEDURE CODE MODIFIERS 1-4 **23**	
CPT424	PROCEDURE CODE MODIFIERS 1-4 24	
CPT425	PROCEDURE CODE MODIFIERS 1-4 25	
NDNRSN1	DENIAL REASON CODE - PROCEDURE 1	

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OUTN-STRUCTURE

NDNRSN2	DENIAL REASON CODE - PROCEDURE 2	
NDNRSN3	DENIAL REASON CODE - PROCEDURE 3	
NDNRSN4	DENIAL REASON CODE - PROCEDURE 4	
NDNRSN5	DENIAL REASON CODE - PROCEDURE 5	
NDNRSN6	DENIAL REASON CODE - PROCEDURE 6	
NDNRSN7	DENIAL REASON CODE - PROCEDURE 7	
NDNRSN8	DENIAL REASON CODE - PROCEDURE 8	
NDNRSN9	DENIAL REASON CODE - PROCEDURE 9	
NDNRSN10	DENIAL REASON CODE - PROCEDURE 10	
NDNRSN11	DENIAL REASON CODE - PROCEDURE 11	
NDNRSN22	DENIAL REASON CODE - PROCEDURE 12	
NDNRSN13	DENIAL REASON CODE - PROCEDURE 13	
NDNRSN14	DENIAL REASON CODE - PROCEDURE 14	
NDNRSN15	DENIAL REASON CODE - PROCEDURE 15	
NDNRSN16	DENIAL REASON CODE - PROCEDURE 16	
NDNRSN17	DENIAL REASON CODE - PROCEDURE 17	
NDNRSN18	DENIAL REASON CODE - PROCEDURE 18	
NDNRSN19	DENIAL REASON CODE - PROCEDURE 19	
NDNRSN20	DENIAL REASON CODE - PROCEDURE 20	
NDNRSN21	DENIAL REASON CODE - PROCEDURE 21	
NDNRSN22	DENIAL REASON CODE - PROCEDURE 22	
NDNRSN23	DENIAL REASON CODE - PROCEDURE 23	
NDNRSN24	DENIAL REASON CODE - PROCEDURE 24	
NDNRSN25	DENIAL REASON CODE - PROCEDURE 25	
RECTYPE	RECORD TYPE	
CNTRNBR	FI/CONTRACTOR NUMBER	
PROGIND	PROGRAM INDICATOR	
SPONBRSV	SPONSOR BRANCH OF SERVICE	
ENROLLCD	ENROLLMENT STATUS	
TYPSUB	TYPE OF SUBMISSION	
SPC1	SPECIAL PROCESSING CODE (1 OF 4)	
SPC2	SPECIAL PROCESSING CODE (2 OF 4)	
SPC3	SPECIAL PROCESSING CODE (3 OF 4)	
SPC4	SPECIAL PROCESSING CODE (4 OF 4)	

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OUTN-STRUCTURE

PRINDIAG	PRINCIPAL TREATMENT DIAGNOSIS	
TNEX_REG	HEALTH SERVICES REGION CODE TNEX	Not in TSM, derived during processing
NTNEX_REG	HEALTH SERVICES REGION CODE Non-TNEX	Not in TSM, derived during processing
ICNKEY	INTERNAL CONTROL NUMBER KEY	Not in TSM, **derived** during processing
ICN	INTERNAL CONTROL NUMBER (ICN)	
PTCDT	DATE PROCESSED TO COMPLETION	
SPONSSAN	SPONSOR SOCIAL SECURITY NUMBER	
SPONPYGR	SPONSOR PAY GRADE	
SPONSTAT	SPONSOR STATUS	
PATREL	PATIENT RELATIONSHIP TO SPONSOR	
PATNAME	PATIENT NAME	
PATDOB	PATIENT DATE OF BIRTH	
DEERSSUF	DEERS DEPENDENT SUFFIX	
PATSEX	PATIENT **SEX**	
PATZIP15	PATIENT ZIP CODE (first five **digits)**	
PATZIP69	PATIENTZIP CODE (last four digits)	
AMTGOVT	AMOUNT PAID BY GOVERNMENT CONTRACTOR	Not in TSM, derived during processing
AMTBILL	AMOUNT BILLED	
AMTALL	AMOUNT ALLOWED	
AMTOHI	AMOUNT PAID BY OTHER HEALTH INSURANCE	
PNTCOINS	PATIENT COINSURANCE	
PNTCOPMT	PATIENT COPAYMENT	
OVERRIDE	OVERRIDE CODE	
ICDNBR	DIAGNOSIS EDITION IDENTIFIER	
SPRATECT	SPECIAL RATE CODE	
PROAFFCD	PROVIDER CONTRACT AFFILIATION CODE	
PROPART	PROVIDER PARTICIPATION INDICATOR	
DXSEC1	SECONDARY TREATMENT DIAGNOSIS-1	
DXSEC2	SECONDARY TREATMENT DIAGNOSIS-2	
DXSEC3	SECONDARY TREATMENT DIAGNOSIS-3	
DXSEC4	SECONDARY TREATMENT DIAGNOSIS-4	
DXSEC5	SECONDARY TREATMENT DIAGNOSIS-5	
DXSEC6	SECONDARY TREATMENT DIAGNOSIS-6	
DXSEC7	SECONDARY TREATMENT DIAGNOSIS-7	
DXSEC8	SECONDARY TREATMENT DIAGNOSIS-8	
DXSEC9	SECONDARY TREATMENT DIAGNOSIS-9	
DXSEC10	SECONDARY TREATMENT DIAGNOSIS-10	
DXSEC11	SECONDARY TREATMENT DIAGNOSIS-11	

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OUTN-STRUCTURE

PATAGE	PATIENT AGE	Not **in** TSM manual, derived during **processing**
PROCEDTX	PROCEDURE TEXT IDENTIFIER	
PROVSNL	TED PROVIDIONAL ACCEPTANCE FLAG	
FLAG	CLAIM CATEGORY CODE	Not in TSM manual, assigned when selected for sample

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Designated Provider Data Elements

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DESIGNATED PROVIDER ELEMENTS

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SECTION 5 Provider Detail Data File Layout Descriptions 24

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SECTION 1 - MCD Detail Data Record File Layout

START	END	DATA ELEMENT NAME	Length	Field Type	Hosp Svcs	Outpnt Prof Svcs	Inpnt Prof Svcs
1	4	FACILITY ID	4	Char	X	X	X
5	5	ENCOUNTER SETTING	1	Char	X	X	X
6	13	PATIENT DATE OF BIRTH	8	Date	X	X	X
14	18	PATIENT ZIP CODE	5	Char	X	X	X
19	19	PATIENT GENDER	1	Char	X	X	X
20	28	SPONSOR SSN	9	Char	X	X	X
29	30	DEERS DEPENDENT SUFFIX	2	Char	X	X	X
31	31	SPONSOR STATUS	1	Char	X	X	X
32	32	SPONSOR SERVICE	1	Char	X	X	X
33	33	EMERGENCY FLAG	1	Char		X	X
34	41	DATE OF RELATED ADMISSION	8	Date			X
42	49	DATE OF RELATED DISPOSITION	8	Date			X
50	61	UNIQUE PATIENT REFERENCE #	12	Char	X	X	X
62	70	ORDERING PHYSICIAN	9	Char		X	X
71	71	NUMBER OF SERVICES	1	Char		X	X
72	79	SVC 1 START DATE	8	Date		X	X
80	87	SVC 1 END DATE	8	Date		X	X
88	89	SVC 1 PLACE OF SERVICE	2	Char		X	X
90	102	SVC 1 PROCEDURE CODE	13	Char		X	X
103	107	SVC 1 RELATED DIAGNOSIS CODE	5	Char		X	X
108	110	SVC 1 QUANTITY	3	Char		X	X
111	118	SVC 2 START DATE	8	Date		X	X
119	126	SVC 2 END DATE	8	Date		X	X
127	128	SVC 2 PLACE OF SERVICE	2	Char		X	X
129	141	SVC 2 PROCEDURE CODE	13	Char		X	X
142	146	SVC 2 RELATED DIAGNOSIS CODE	5	Char		X	X
147	149	SVC 2 QUANTITY	3	Char		X	X
150	157	SVC 3 START DATE	8	Date		X	X
158	165	SVC 3 END DATE	8	Date		X	X
166	167	SVC 3 PLACE OF SERVICE	2	Char		X	X
168	180	SVC 3 PROCEDURE CODE	13	Char		X	X
181	185	SVC 3 RELATED DIAGNOSIS CODE	5	Char		X	X
186	188	SVC 3 QUANTITY	3	Char		X	X
189	196	SVC 4 START DATE	8	Date		X	X
197	204	SVC 4 END DATE	8	Date		X	X
205	206	SVC 4 PLACE OF SERVICE (PF16)	2	Char		X	X
207	219	SVC 4 PROCEDURE CODE	13	Char		X	X
220	224	SVC 4 RELATED DIAGNOSIS CODE	5	Char		X	X

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START	END	DATA ELEMENT NAME	Length	Field Type	Hosp SVCs	Outpnt Prof SVCs	Inpnt Prof SVCs
225	227	SVC 4 QUANTITY	3	Char		X	X
228	235	SVC 5 START DATE	8	Date		X	X
236	243	SVC 5 END DATE	8	Date		X	X
244	245	SVC 5 PLACE OF SERVICE	2	Char		X	X
246	258	SVC 5 PROCEDURE CODE	13	Char		X	X
259	263	SVC 5 RELATED DIAGNOSIS CODE	5	Char		X	X
264	266	SVC 5 QUANTITY	3	Char		X	X
267	274	SVC 6 START DATE	8	Date		X	X
275	282	SVC 6 END DATE	8	Date		X	X
283	284	SVC 6 PLACE OF SERVICE	2	Char		X	X
285	297	SVC 6 PROCEDURE CODE	13	Char		X	X
298	302	SVC 6 RELATED DIAGNOSIS CODE	5	Char		X	X
303	305	SVC 6 QUANTITY	3	Char		X	X
306	313	HOSP SVCS ADMISSION DATE	8	Date	X		
314	314	HOSP SVCS ADMISSION TYPE	1	Char	X		
315	315	HOSP SVCS ADMISSION SOURCE	1	Char	X		
316	317	HOSP SVCS DISPOSITION STATUS	2	Char	X		
318	325	HOSP SVCS DISPOSITION DATE	8	Date	X		
326	330	PATIENT PRINCIPAL DIAGNOSIS	5	Char	X	X	X
331	335	PATIENT DIAGNOSIS 2	5	Char	X	X	X
336	340	PATIENT DIAGNOSIS 3	5	Char	X	X	X
341	345	PATIENT DIAGNOSIS 4	5	Char	X	X	X
346	350	PATIENT DIAGNOSIS 5	5	Char	X	X	X
351	355	PATIENT DIAGNOSIS 6	5	Char	X	X	X
356	360	PATIENT DIAGNOSIS 7	5	Char	X	X	X
361	365	PATIENT DIAGNOSIS 8	5	Char	X	X	X
366	370	PATIENT DIAGNOSIS 9	5	Char	X	X	X
371	374	HOSP SVCS PATIENT PRINCIPAL PROC	4	Char	X		
375	378	HOSP SVCS PATIENT PROC 2	4	Char	X		
379	382	HOSP SVCS PATIENT PROC 3	4	Char	X		
383	386	HOSP SVCS PATIENT PROC 4	4	Char	X		
387	390	HOSP SVCS PATIENT PROC 5	4	Char	X		
391	399	TAX ID OF PROVIDER ENTITY	9	Char	X	X	X
400	408	UNIQUE PROVIDER ID NUMBER	9	Char	X	X	X
409	410	MAJOR SPEC/INST TYPE	2	Char	X	X	X
411	419	PROVIDER ZIP CODE	9	Char	X	X	X
420	446	PATIENT NAME	27	Char	X	X	X
447	457	COST DATA	11	Num	X	X	X
458	463	CO-PAYMENT AMOUNT COLLECTION	6	Num	X	X	X
464	464	TRANSACTION TYPE	1	Char	X	X	X

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SECTION 2 - Definition of MCD Submission Types

Selections for NQMC are based on Hospital Services

Hospital Services are defined and reported as facility care/services provided in Inpatient Facilities that require the patient to check-in or stay the night in that institution. Examples are inpatient acute admissions, skilled care, and observation bed stays. Services provided are reported by submitting ICD-9 CM diagnosis code(s) and ICD-9 CM procedure code(s). It is not necessary to report each lab, x-ray, or similar type services.

Inpatient Professional Services are defined as provider (usually physician) professional charges associated with an Inpatient Facility stay. These services include physician services such as radiologist, pathologist, and anesthesiologist. Additionally, the attending physician, specialist, and/or surgeon will also submit professional charges associated with providing care to the patient while in the inpatient setting. Services reported in this category are identified by ICD-9 CM diagnosis code(s) and CPT-4 and/or HCPCS procedure codes to define the services/care provided.

Outpatient Professional Services cover a broader range of care/services. This category encompasses all charges for care/services and for physician professional charges that are provided in all settings other than inpatient admissions. Some examples of care/services reported in this category are outpatient surgery (both hospital based and free standing), outpatient laboratory, outpatient x-rays, outpatient therapies, and physician/clinic visits. Services provided are reported in this category by ICD-9 CM diagnosis code(s) and CPT-4 and/or HCPCS procedure codes to define the services/care provided.

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SECTION 3 - MCD Detail Data File Layout Descriptions

DATA ELEMENT NAME:	CO-PAYMENT AMOUNT COLLECTED
DEFINITION:	MONEY COLLECTED FROM THE BENEFICIARY FOR AN EPISODE OF CARE
FIELD TYPE/LENGTH:	NUM (6)
BEGIN POSITION:	458
NOTES:	**REQUIRED FOR ALL DATA SUBMISSIONS** RIGHT JUSTIFIED, ZERO FILLED. THIS IS THE AMOUNT COLLECTED BY THE FACILITY'S REPRESENTATIVE FOR THIS EPISODE OF CARE, WHETHER AN OUTPATIENT SURGERY, OR AN OFFICE VISIT. IT IS UNDERSTOOD THAT A DECIMAL WILL BE PLACED BETWEEN THE SECOND AND THIRD POSITIONS FROM THE RIGHT (EXAMPLE: 046000, WILL BE READ AS $460.00).
VALID VALUES:	'I' TRANSACTION TYPE 000000 - 999999 'F' TRANSACTION TYPE 000000

DATA ELEMENT NAME:	COST DATA
DEFINITION:	THE FACILITY'S TOTAL CHARGES GENERATED BY OR BILLED TO THE FACILITY FOR SERVICES RENDERED FOR ONE FULL EPISODE OF CARE. ("I" CODE AND ASSOCIATED "F" CODE TRANSACTION TYPE COMBINED, EQUAL ONE FULL EPISODE OF CARE).
FIELD TYPE/LENGTH:	NUM (11)
BEGIN POSITION:	447
NOTES:	**REQUIRED FOR ALL DATA SUBMISSIONS** RIGHT JUSTIFIED, ZERO FILLED IT IS UNDERSTOOD THAT A DECIMAL WILL BE PLACED BETWEEN THE SECOND AND THIRD POSITIONS FROM THE RIGHT. (EXAMPLE: 00000678961 WILL BE READ AS $6789.61) COST DATA SHALL BE SUBMITTED ONLY UNDER THE "I" CODE TRANSACTION TYPE FOR THE WHOLE EPISODE OF CARE.
VALID VALUES:	'I' TRANSACTION TYPE 00000000001 - 99999999999

DATA ELEMENT NAME:	DATE OF RELATED ADMISSION
DEFINITION:	DATE OF ADMISSION FOR INPATIENT HOSPITAL CARE RELATED TO PROFESSIONAL SERVICES
FIELD TYPE/LENGTH:	Date (8)
BEGIN POSITION:	34
NOTES	**REQUIRED FOR INPATIENT PROFESSIONAL SERVICES ONLY**
VALID VALUES:	YYYYMMDD

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DATA ELEMENT NAME:	DATE OF RELATED DISPOSITION
DEFINITION:	DATE OF DISPOSITION FOR INPATIENT HOSPITAL CARE RELATED TO PROFESSIONAL SERVICES
FIELD TYPE/LENGTH:	Date (8)
BEGIN POSITION:	42
NOTES	**REQUIRED FOR INPATIENT PROFESSIONAL SERVICES ONLY**
VALID VALUES:	YYYYMMDD

DATA ELEMENT NAME:	DEERS DEPENDENT SUFFIX
DEFINITION:	SUFFIX ASSIGNED AND MAINTAINED BY DEERS
FIELD TYPE/LENGTH:	Char (2)
BEGIN POSITION:	29
NOTES	**REQUIRED FOR ALL DATA SUBMISSIONS**
VALID VALUES:	00 = CONDITIONAL ENROLLED 01-19 = DEPENDENT CHILD 20 = SPONSOR 30-39 = SPOUSE OF SPONSOR 40-44 = MOTHER OF SPONSOR 45-49 = FATHER OF SPONSOR 50-54 = MOTHER-IN-LAW OF SPONSOR 55-59 = FATHER-IN-LAW OF SPONSOR 60-69 = OTHER ELIGIBLE DEPENDENTS 99 = OTHER OR UNKNOWN RELATIONSHIP

DATA ELEMENT NAME:	EMERGENCY FLAG
DEFINITION:	FLAG INDICATING EMERGENCY AMBULATORY CARE
FIELD TYPE/LENGTH:	Char (1)
BEGIN POSITION:	33
NOTES:	**REQUIRED FOR BOTH INPATIENT AND OUTPATIENT PROFESSIONAL SERVICES**
VALID VALUES:	Y = YES N = NO BLANK IS NOT A VALID VALUE

DATA ELEMENT NAME:	ENCOUNTER SETTING
DEFINITION:	SETTING OF PATIENT ENCOUNTER/EPISODE
FIELD TYPE/LENGTH:	Char (1)
BEGIN POSITION:	5
NOTES:	**REQUIRED FOR ALL DATA SUBMISSIONS**
VALID VALUES:	I = INPATIENT PROFESSIONAL SERVICES O = OUTPATIENT PROFESSIONAL SERVICES H = HOSPITAL SERVICES

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DATA ELEMENT NAME:	FACILITY ID
DEFINITION:	DMIS IDENTIFIER OF TDP ENTITY
FIELD TYPE/LENGTH:	Char (4)
BEGIN POSITION:	1 (18 on Header Record)
NOTES:	**REQUIRED FOR ALL DATA SUBMISSIONS (INCLUDING THE HEADER RECORD)**
VALID VALUES:	0198 = MARTIN'S POINT - PORTLAND, ME
DATA ELEMENT NAME:	FILE TYPE
DEFINITION:	FILE TYPE OF SUBMITTED DATA
FIELD TYPE/LENGTH:	Char (3)
BEGIN POSITION:	1 (HEADER RECORD ONLY)
NOTES	**REQUIRED FOR HEADER RECORD ONLY**
VALID VALUES:	MCD = MANAGEMENT CLINICAL DATA
DATA ELEMENT NAME:	HOSPITAL SERVICES ADMISSION DATE
DEFINITION:	DATE OF HOSPITAL ADMISSION
FIELD TYPE/LENGTH:	Date (8)
BEGIN POSITION:	306
NOTES	**REQUIRED FOR HOSPITAL SERVICES ONLY**
VALID VALUES:	YYYYMMDD
DATA ELEMENT NAME:	HOSPITAL SERVICES ADMISSION SOURCE
DEFINITION:	INDICATES TYPE OF ADMISSION FOR THIS HOSPITAL STAY
FIELD TYPE/LENGTH:	Char (1)
BEGIN POSITION:	315
NOTES	**REQUIRED FOR HOSPITAL SERVICES ONLY**
VALID VALUES:	SEE SECTION 6 OR LIST OF VALID VALUES
DATA ELEMENT NAME:	HOSPITAL SERVICES ADMISSION TYPE
DEFINITION:	ADMISSION TYPE FOR HOSPITAL SERVICES STAY
FIELD TYPE/LENGTH:	Char (1)
BEGIN POSITION:	314
NOTES:	**REQUIRED FOR HOSPITAL SERVICES ONLY**
VALID VALUES:	**1 = EMERGENCY:** THE PATIENT REQUIRES IMMEDIATE MEDICAL INTERVENTION AS A RESULT OF SEVERE, LIFE THREATENING OR POTENTIALLY DISABLING CONDITIONS. GENERALLY, THE PATIENT IS ADMITTED THROUGH THE EMERGENCY ROOM. **2 = URGENT:** THE PATIENT REQUIRES IMMEDIATE MEDICAL INTERVENTION FOR THE CARE OF A PHYSICAL OR MENTAL DISORDER. GENERALLY, THE PATIENT IS ADMITTED TO THE FIRST AVAILABLE AND SUITABLE ACCOMMODATIONS. USE FOR MOTHERS WHO ARE DELIVERING. **3 = ELECTIVE:** THE PATIENT'S CONDITION PERMITS ADEQUATE TIME TO SCHEDULE THE AVAILABILITY OF A SUITABLE ACCOMMODATION. **4 = NEWBORN:** USE OF THIS CODE NECESSITATES THE USE OF SPECIAL SOURCE-OF-ADMISSION CODES (A - D). DO NOT USE FOR MOTHER.

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DATA ELEMENT NAME:	HOSPITAL SERVICES DISPOSITION DATE
DEFINITION:	DATE OF DISCHARGE FROM HOSPITAL
FIELD TYPE/LENGTH:	Date (8)
BEGIN POSITION:	318
NOTES:	**REQUIRED FOR HOSPITAL SERVICES ONLY**
VALID VALUES:	YYYYMMDD

DATA ELEMENT NAME:	HOSPITAL SERVICES DISPOSITION STATUS
DEFINITION:	STATUS OF PATIENT UPON DISCHARGE FROM THE HOSPITAL
FIELD TYPE/LENGTH:	Char (2)
BEGIN POSITION:	316
NOTES:	**REQUIRED FOR HOSPITAL SERVICES ONLY**
VALID VALUES:	01 = DISCHARGE TO HOME OR SELF CARE 02 = DISCHARGE/TRANSFERRED TO ANOTHER SHORT-TERM GENERAL 03 = DISCHARGE/TRANSFERRED SKILLED NURSING FACILITY (SNF) 04 = DISCHARGE/TRANSFERRED TO AN INTERMEDIATE CARE FACILITY (ICF) 05 = DISCHARGE/TRANSFERRED TO ANOTHER TYPE OF INSTITUTION 06 = DISCHARGE/TRANSFERRED TO HOME UNDER CARE OF ORGANIZED HOME HEALTH SERVICE ORGANIZATION 07 LEFT AGAINST MEDICAL ADVICE 08-09 = RESERVED FOR NATIONAL ASSIGNMENT 10-19 = DISCHARGED TO BE DEFINED AT STATE LEVEL, IF NECESSARY 20 = DECEASED 21-29 = DECEASED TO BE DEFINED AT STATE LEVEL, IF NECESSARY 30 = STILL A PATIENT 31-39 = STILL A PATIENT TO BE DEFINED AT STATE LEVEL, IF NECESSARY *40 = EXPIRED AT HOME *41 = EXPIRED IN A MEDICAL FACILITY; E.G., HOSPITAL, SNF, ICF, FREE STANDING HOSPICE *42 = EXPIRED - PLACE UNKNOWN 43-99 = RESERVED FOR NATIONAL ASSIGNMENT *FOR USE ONLY ON MEDICARE CLAIMS FOR HOSPICE CARE

DATA ELEMENT NAME:	HOSPITAL SERVICES PATIENT PRINCIPAL PROCEDURE
DEFINITION:	CODE IDENTIFYING THE PRINCIPAL PROCEDURE PERFORMED DURING HOSPITAL STAY
FIELD TYPE/LENGTH:	Char (4)
BEGIN POSITION:	371
NOTES:	**REQUIRED FOR HOSPITAL SERVICES ONLY**
VALID VALUES:	MOST CURRENT PROCEDURE CODE EDITION (ICD-9-CM). LEFT JUSTIFY AND BLANK FILL. DO NOT CODE THE DECIMAL POINT. DECIMAL POINT IS ASSUMED TO BE AFTER THE SECOND POSITION OR BLANK. IF THERE IS NOT A PROCEDURE CODE APPLICABLE TO THIS EPISODE OF CARE ENTER ZZZZ.

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DATA ELEMENT NAME:	HOSPITAL SERVICES PATIENT PROCEDURE 2
DEFINITION:	CODE IDENTIFYING THE SECOND PROCEDURE PERFORMED DURING HOSPITAL STAY
FIELD TYPE/LENGTH:	Char (4)
BEGIN POSITION:	375
NOTES	**REQUIRED FOR HOSPITAL SERVICES ONLY**
VALID VALUES:	MOST CURRENT PROCEDURE CODE EDITION (ICD-9-CM). LEFT JUSTIFY AND BLANK FILL. DO NOT CODE THE DECIMAL POINT. DECIMAL POINT IS ASSUMED TO BE AFTER THE SECOND POSITION OR BLANK.
DATA ELEMENT NAME:	HOSPITAL SERVICES PATIENT PROCEDURE 3
DEFINITION:	CODE IDENTIFYING THE THIRD PROCEDURE PERFORMED DURING HOSPITAL STAY
FIELD TYPE/LENGTH:	Char (4)
BEGIN POSITION:	379
NOTES:	**REQUIRED FOR HOSPITAL SERVICES ONLY**
VALID VALUES:	MOST CURRENT PROCEDURE CODE EDITION (ICD-9-CM). LEFT JUSTIFY AND BLANK FILL. DO NOT CODE THE DECIMAL POINT. DECIMAL POINT IS ASSUMED TO BE AFTER THE SECOND POSITION OR BLANK.
DATA ELEMENT NAME:	HOSPITAL SERVICES PATIENT PROCEDURE 4
DEFINITION:	CODE IDENTIFYING THE FOURTH PROCEDURE PERFORMED DURING HOSPITAL STAY
FIELD TYPE/LENGTH:	Char (4)
BEGIN POSITION:	383
NOTES:	**REQUIRED FOR HOSPITAL SERVICES ONLY**
VALID VALUES:	MOST CURRENT PROCEDURE CODE EDITION (ICD-9-CM). LEFT JUSTIFY AND BLANK FILL. DO NOT CODE THE DECIMAL POINT. DECIMAL POINT IS ASSUMED TO BE AFTER THE SECOND POSITION OR BLANK.
DATA ELEMENT NAME:	HOSPITAL SERVICES PATIENT PROCEDURE 5
DEFINITION:	CODE IDENTIFYING THE FIFTH PROCEDURE PERFORMED DURING HOSPITAL STAY
FIELD TYPE/LENGTH:	Char (4)
BEGIN POSITION:	387
NOTES:	**REQUIRED FOR HOSPITAL SERVICES ONLY**
VALID VALUES:	MOST CURRENT PROCEDURE CODE EDITION (ICD-9-CM). LEFT JUSTIFY AND BLANK FILL. DO NOT CODE THE DECIMAL POINT. DECIMAL POINT IS ASSUMED TO BE AFTER THE SECOND POSITION OR BLANK.
DATA ELEMENT NAME:	MAJOR SPEC/INST TYPE
DEFINITION:	IF PROFESSIONAL: PROVIDE MAJOR SPECIALTY IF HOSPITAL: TYPE OF INSTITUTION PROVIDING CARE
FIELD TYPE/LENGTH:	Char (2)
BEGIN POSITION:	409
NOTES:	**REQUIRED FOR ALL DATA SUBMISSIONS**
VALID VALUES:	SEE SECTION 7 AND SECTION 8 FOR LIST OF VALID VALUES

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DATA ELEMENT NAME:	NUMBER OF SERVICES
DEFINITION:	NUMBER OF PROFESSIONAL SERVICES
FIELD TYPE/LENGTH:	Char (1)
BEGIN POSITION:	71
NOTES:	**REQUIRED FOR BOTH INPATIENT AND OUTPATIENT PROFESSIONAL SERVICES**
VALID VALUES:	1 - 6
DATA ELEMENT NAME:	ORDERING PHYSICIAN
DEFINITION:	PHYSICIAN WHO ORDERED ANCILLARY SERVICES, OR WHO REFERRED PATIENT FOR SPECIALTY OR INPATIENT CARE
FIELD TYPE/LENGTH:	Char (9)
BEGIN POSITION:	62
NOTES:	**REQUIRED FOR BOTH INPATIENT AND OUTPATIENT PROFESSIONAL SERVICES**
VALID VALUES:	VALID UNIQUE PROVIDER ID NUMBER OR BLANK IF UNKNOWN
DATA ELEMENT NAME:	PATIENT DATE OF BIRTH
DEFINITION:	DATE OF BIRTH OF PATIENT
FIELD TYPE/LENGTH:	Date (8)
BEGIN POSITION:	6
NOTES:	**REQUIRED FOR ALL DATA SUBMISSIONS**
VALID VALUES:	YYYYMMDD
DATA ELEMENT NAME:	PATIENT DIAGNOSIS 2
DEFINITION:	CODE CORRESPONDING TO ADDITIONAL CONDITIONS THAT CO-EXIST AT THE TIME OF ADMISSION OR DURING THE TREATMENT
FIELD TYPE/LENGTH:	Char (5)
BEGIN POSITION:	331
NOTES:	**REQUIRED FOR ALL DATA SUBMISSIONS**
VALID VALUES:	MOST CURRENT DIAGNOSIS CODE EDITION (ICD-9-CM). LEFT JUSTIFY AND BLANK FILL. DO NOT CODE DECIMAL POINT. DECIMAL POINT IS ASSUMED TO BE AFTER THE THIRD POSITION OR BLANK. SEE SECTION 9 FOR VALID CODES FOR HOME HEALTH SERVICES
DATA ELEMENT NAME:	PATIENT DIAGNOSIS 3
DEFINITION:	CODE CORRESPONDING TO ADDITIONAL CONDITIONS THAT CO-EXIST AT THE TIME OF ADMISSION OR DURING THE TREATMENT.
FIELD TYPE/LENGTH:	Char (5)
BEGIN POSITION:	336
NOTES:	**REQUIRED FOR ALL DATA SUBMISSIONS**
VALID VALUES:	MOST CURRENT DIAGNOSIS CODE EDITION (ICD-9-CM). LEFT JUSTIFY AND BLANK FILL. DO NOT CODE DECIMAL POINT. DECIMAL POINT ASSUMED TO BE AFTER THIRD POSITION OR BLANK. SEE SECTION 9 FOR VALID CODES FOR HOME HEALTH SERVICES.

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DATA ELEMENT NAME:	PATIENT DIAGNOSIS 4
DEFINITION:	CODE CORRESPONDING TO ADDITIONAL CONDITIONS THAT CO-EXIST AT THE TIME OF ADMISSION OR DURING THE TREATMENT.
FIELD TYPE/LENGTH	Char (5)
BEGIN POSITION:	341
NOTES:	**REQUIRED FOR ALL DATA SUBMISSIONS**
VALID VALUES:	MOST CURRENT DIAGNOSIS CODE EDITION (ICD-9-CM). LEFT JUSTIFY AND BLANK FILL. DO NOT CODE DECIMAL POINT. DECIMAL POINT IS ASSUMED TO BE AFTER THE THIRD POSITION OR BLANK. SEE SECTION 9 FOR VALID CODES FOR HOME HEALTH SERVICES.

DATA ELEMENT NAME:	PATIENT DIAGNOSIS 5
DEFINITION:	CODE CORRESPONDING TO ADDITIONAL CONDITIONS THAT CO-EXIST AT THE TIME OF ADMISSION OR DURING THE TREATMENT.
FIELD TYPE/LENGTH:	Char (5)
BEGIN POSITION:	346
NOTES:	**REQUIRED FOR ALL DATA SUBMISSIONS**
VALID VALUES:	MOST CURRENT DIAGNOSIS CODE EDITION (ICD-9-CM). LEFT JUSTIFY AND BLANK FILL. DO NOT CODE DECIMAL POINT. DECIMAL POINT IS ASSUMED TO BE AFTER THE THIRD POSITION OR BLANK. SEE SECTION 9 FOR VALID CODES FOR HOME HEALTH SERVICES.

DATA ELEMENT NAME:	PATIENT DIAGNOSIS 6
DEFINITION:	CODE CORRESPONDING TO ADDITIONAL CONDITIONS THAT CO-EXIST AT THE TIME OF ADMISSION OR DURING THE TREATMENT.
FIELD TYPE/LENGTH:	Char (5)
BEGIN POSITION:	351
NOTES:	**REQUIRED FOR ALL DATA SUBMISSIONS**
VALID VALUES:	MOST CURRENT DIAGNOSIS CODE EDITION (ICD-9-CM). LEFT JUSTIFY AND BLANK FILL. DO NOT CODE DECIMAL POINT. DECIMAL POINT IS ASSUMED TO BE AFTER THE THIRD POSITION OR BLANK. SEE SECTION 9 FOR VALID CODES FOR HOME HEALTH SERVICES.

DATA ELEMENT NAME:	PATIENT DIAGNOSIS 7
DEFINITION:	CODE CORRESPONDING TO ADDITIONAL CONDITIONS THAT CO-EXIST AT THE TIME OF ADMISSION OR DURING THE TREATMENT.
FIELD TYPE/LENGTH:	Char (5)
BEGIN POSITION:	356
NOTES:	**REQUIRED FOR ALL DATA SUBMISSIONS**
VALID VALUES:	MOST CURRENT DIAGNOSIS CODE EDITION (ICD-9-CM). LEFT JUSTIFY AND BLANK FILL. DO NOT CODE DECIMAL POINT. DECIMAL POINT IS ASSUMED TO BE AFTER THE THIRD POSITION OR BLANK. SEE SECTION 9 FOR VALID CODES FOR HOME HEALTH SERVICES.

TRICARE Quality Monitoring Contract (TQMC) 4Rel

DATA ELEMENT NAME:	PATIENT DIAGNOSIS 8
DEFINITION:	CODE CORRESPONDING TO ADDITIONAL CONDITIONS THAT CO-EXIST AT THE TIME OF ADMISSION OR DURING THE TREATMENT.
FIELD TYPE/LENGTH:	Char (5)
BEGIN POSITION:	361
NOTES:	**REQUIRED FOR ALL DATA SUBMISSIONS**
VALID VALUES:	MOST CURRENT DIAGNOSIS CODE EDITION (ICD-9-CM). LEFT JUSTIFY AND BLANK FILL. DO NOT CODE DECIMAL POINT. DECIMAL POINT IS ASSUMED TO BE AFTER THE THIRD POSITION OR BLANK. SEE SECTION 9 FOR VALID CODES FOR HOME HEALTH SERVICES.
DATA ELEMENT NAME:	PATIENT DIAGNOSIS 9
DEFINITION:	CODE CORRESPONDING TO ADDITIONAL CONDITIONS THAT CO-EXIST AT THE TIME OF ADMISSION OR DURING THE TREATMENT.
FIELD TYPE/LENGTH:	Char (5)
BEGIN POSITION:	366
NOTES:	**REQUIRED FOR ALL DATA SUBMISSIONS**
VALID VALUES:	MOST CURRENT DIAGNOSIS CODE EDITION (ICD-9-CM). LEFT JUSTIFY AND BLANK FILL. DO NOT CODE DECIMAL POINT. DECIMAL POINT IS ASSUMED TO BE AFTER THE THIRD POSITION OR BLANK. SEE SECTION 9 FOR VALID CODES FOR HOME HEALTH SERVICES.
DATA ELEMENT NAME:	PATIENT NAME
DEFINITION:	FULL NAME OF PATIENT
FIELD TYPE/LENGTH:	Char (27)
BEGIN POSITION:	420
NOTES:	**REQUIRED FOR ALL DATA SUBMISSIONS**
VALID VALUES:	LEFT JUSTIFIED, BLANK FILLED. MUST BEGIN WITH LAST NAME FOLLOWED BY FIRST NAME AND MIDDLE INITIAL, EACH SEPARATED BY A BLANK. EXAMPLE: DR. JOSEPH MARCUS JONES-STAFFORD III WOULD BE SUBMITTED AS JONES-STAFFORD_JOSEPH_M. THE DR. AND III ARE LEFT OFF, THIS DATA IS NOT REQUESTED. HYPHEN IS ACCEPTABLE; COMMA'S, PERIODS, AND SLASHES ARE NOT ACCEPTABLE, AND WILL CAUSE THIS FIELD TO ERROR.
DATA ELEMENT NAME:	PATIENT PRINCIPAL DIAGNOSIS
DEFINITION:	THE CONDITION ESTABLISHED, AFTER STUDY, TO BE CHIEFLY RESPONSIBLE FOR THE PATIENT TO HAVE OBTAINED MEDICAL CARE AS CODED IN THE MEDICAL RECORDS OR OTHERWISE INDICATED BY THE PROVIDER.
FIELD TYPE/LENGTH:	Char (5)
BEGIN POSITION:	326
NOTES:	**REQUIRED FOR ALL DATA SUBMISSIONS**
VALID VALUES:	MOST CURRENT DIAGNOSIS CODE EDITION (ICD-9-CM). LEFT JUSTIFY AND BLANK FILL. DO NOT CODE DECIMAL POINT. DECIMAL POINT IS ASSUMED TO BE AFTER THE THIRD POSITION OR BLANK.

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	SEE SECTION 9 FOR VALID CODES FOR HOME HEALTH SERVICES.

DATA ELEMENT NAME:	PATIENT GENDER
DEFINITION:	GENDER OF PATIENT
FIELD TYPE/LENGTH:	Char (1)
BEGIN POSITION:	19
NOTES:	**REQUIRED FOR ALL DATA SUBMISSIONS**
VALID VALUES:	M = MALE F = FEMALE
DATA ELEMENT NAME:	PATIENT ZIP CODE
DEFINITION:	ZIP CODE OF PATIENT'S RESIDENCE
FIELD TYPE/LENGTH:	Char (5)
BEGIN POSITION:	14
NOTES:	**REQUIRED FOR ALL DATA SUBMISSIONS**
VALID VALUES:	UNITED STATES 00601 - 99950
DATA ELEMENT NAME:	PROVIDER ZIP CODE
DEFINITION:	ZIP CODE OF PROVIDER GIVING CARE AS INDICATED ON THIS RECORD
FIELD TYPE/LENGTH:	Char (9)
BEGIN POSITION:	411
NOTES:	**REQUIRED FOR ALL DATA SUBMISSIONS**
VALID VALUES:	UNITED STATES: 006010000 - 999509999 OUTSIDE US OR UNKNOWN: 123456789
DATA ELEMENT NAME:	SERVICE 1 END DATE
DEFINITION:	LAST DATE PROVIDER PROVIDED SERVICE FOR THIS PROCEDURE
FIELD TYPE/LENGTH:	Date (8)
BEGIN POSITION:	80
NOTES:	**REQUIRED FOR BOTH INPATIENT AND OUTPATIENT PROFESSIONAL SERVICES**
VALID VALUES:	YYYYMMDD
DATA ELEMENT NAME:	SERVICE 1 PLACE OF SERVICE
DEFINITION:	TYPE SETTING IN WHICH PROVIDER DID THIS PROCEDURE
FIELD TYPE/LENGTH:	Char (2)
BEGIN POSITION:	88
NOTES:	**REQUIRED FOR BOTH INPATIENT AND OUTPATIENT PROFESSIONAL SERVICES**
VALID VALUES:	SEE SECTION 10 FOR LIST OF VALID VALUES
DATA ELEMENT NAME:	SERVICE 1 PROCEDURE CODE
DEFINITION:	CODE DESCRIBING THE PROCEDURE PERFORMED
FIELD TYPE/LENGTH:	Char (13)
BEGIN POSITION:	90
NOTES:	**REQUIRED FOR BOTH INPATIENT AND OUTPATIENT PROFESSIONAL SERVICES**

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VALID VALUES:	VALID PHYSICIAN'S CURRENT PROCEDURE TERMINOLOGY (CPT-4), HCPCS LEVEL II CODE, OR AUTHORIZED REVENUE CENTER CODES AS APPROPRIATE. TWO ADDITIONAL SPACES PROVIDED FOR MODIFIER, IF APPLICABLE. BLANK IS NOT VALID. AT A MINIMUM YOU SHALL REPORT THE E/M CODE FOR OFFICE VISIT SEE SECTION 9 FOR ADDITIONAL VALID CODES FOR HOME HEALTH SERVICES IF THERE IS NOT A PROCEDURE CODE APPLICABLE TO THIS EPISODE OF CARE ENTER ZZZZZ, LEFT JUSTIFIED, BLANK FILLED.

DATA ELEMENT NAME:	SERVICE 1 QUANTITY
DEFINITION:	NUMBER OF DAYS OR UNITS. MOST COMMONLY USED FOR MULTIPLE VISITS, UNITS OF SUPPLIES, ANESTHESIA UNITS, OR OXYGEN VOLUME.
FIELD TYPE/LENGTH:	Char (3)
BEGIN POSITION:	108
NOTES:	**REQUIRED FOR BOTH INPATIENT AND OUTPATIENT PROFESSIONAL SERVICES**
VALID VALUES:	STANDARD GUIDELINES FOR HCFA 1500 FORM

DATA ELEMENT NAME:	SERVICE 1 RELATED DIAGNOSIS CODE
DEFINITION:	DIAGNOSIS OR RELATED SIGN, SYMPTOM, OR FINDING
FIELD TYPE/LENGTH:	Char (5)
BEGIN POSITION:	103
NOTES:	**REQUIRED FOR BOTH INPATIENT AND OUTPATIENT PROFESSIONAL SERVICES**
VALID VALUES:	MOST CURRENT DIAGNOSIS CODE EDITION (ICD-9-CM). LEFT JUSTIFY AND BLANK FILL. DO NOT CODE THE DECIMAL POINT. DECIMAL POINT IS ASSUMED TO BE AFTER THE THIRD POSITION.

DATA ELEMENT NAME:	SERVICE 1 START DATE
DEFINITION:	BEGIN DATE OF THE PROVIDER'S SERVICES FOR THIS PROCEDURE
FIELD TYPE/LENGTH:	Date (8)
BEGIN POSITION:	72
NOTES:	**REQUIRED FOR BOTH INPATIENT AND OUTPATIENT PROFESSIONAL SERVICES**
VALID VALUES:	YYYYMMDD

DATA ELEMENT NAME:	SERVICE 2 END DATE
DEFINITION:	LAST DATE PROVIDER PROVIDED SERVICE FOR THIS PROCEDURE
FIELD TYPE/LENGTH:	Date (8)
BEGIN POSITION:	119
NOTES:	**REQUIRED FOR BOTH INPATIENT AND OUTPATIENT PROFESSIONAL SERVICES**
VALID VALUES:	YYYYMMDD

TRICARE Quality Monitoring Contract (TQMC) 4Rel

DATA ELEMENT NAME:	SERVICE 2 PLACE OF SERVICE
DEFINITION:	TYPE SETTING IN WHICH PROVIDER DID THIS PROCEDURE
FIELD TYPE/LENGTH:	Char (2)
BEGIN POSITION:	127
NOTES:	**REQUIRED FOR BOTH INPATIENT AND OUTPATIENT PROFESSIONAL SERVICES**
VALID VALUES:	SEE SECTION 10 FOR LIST OF VALID VALUES
DATA ELEMENT NAME:	SERVICE 2 PROCEDURE CODE
DEFINITION:	CODE DESCRIBING THE PROCEDURE PERFORMED
FIELD TYPE/LENGTH:	Char (13)
BEGIN POSITION:	129
NOTES:	**REQUIRED FOR BOTH INPATIENT AND OUTPATIENT PROFESSIONAL SERVICES**
VALID VALUES:	VALID PHYSICIAN'S CURRENT PROCEDURE TERMINOLOGY (CPT-4), HCPCS LEVEL II CODE, OR AUTHORIZED REVENUE CENTER CODES AS APPROPRIATE. TWO ADDITIONAL SPACES PROVIDED FOR MODIFIER, IF APPLICABLE. BLANK IS VALID. SEE SECTION 9 FOR ADDITIONAL VALID CODES FOR HOME HEALTH SERVICES
DATA ELEMENT NAME:	SERVICE 2 QUANTITY
DEFINITION:	NUMBER OF DAYS OR UNITS. MOST COMMONLY USED FOR MULTIPLE VISITS, UNITS OF SUPPLIES, ANESTHESIA UNITS, OR OXYGEN VOLUME.
FIELD TYPE/LENGTH:	Char (3)
BEGIN POSITION:	147
NOTES:	**REQUIRED FOR BOTH INPATIENT AND OUTPATIENT PROFESSIONAL SERVICES**
VALID VALUES:	STANDARD GUIDELINES FOR HCFA 1500 FORM
DATA ELEMENT NAME:	SERVICE 2 RELATED DIAGNOSIS CODE
DEFINITION:	DIAGNOSIS OR RELATED SIGN, SYMPTOM, OR FINDING
FIELD TYPE/LENGTH:	Char (5)
BEGIN POSITION:	142
NOTES:	**REQUIRED FOR BOTH INPATIENT AND OUTPATIENT PROFESSIONAL SERVICES**
VALID VALUES:	MOST CURRENT DIAGNOSIS CODE EDITION (ICD-9-CM). LEFT JUSTIFY AND BLANK FILL. DO NOT CODE THE DECIMAL POINT. DECIMAL POINT IS ASSUMED TO BE AFTER THE THIRD POSITION.

TRICARE Quality Monitoring Contract (TQMC) 4Rel

DATA ELEMENT NAME:	SERVICE 2 START DATE
DEFINITION:	BEGIN DATE OF THE PROVIDER'S SERVICES FOR THIS PROCEDURE
FIELD TYPE/LENGTH:	Date (8)
BEGIN POSITION:	111
NOTES:	**REQUIRED FOR BOTH INPATIENT AND OUTPATIENT PROFESSIONAL SERVICES**
VALID VALUES:	YYYYMMDD
DATA ELEMENT NAME:	SERVICE 3 END DATE
DEFINITION:	LAST DATE PROVIDER PROVIDED SERVICE FOR THIS PROCEDURE
FIELD TYPE/LENGTH:	Date (8)
BEGIN POSITION:	158
NOTES:	**REQUIRED FOR BOTH INPATIENT AND OUTPATIENT PROFESSIONAL SERVICES**
VALID VALUES:	YYYYMMDD
DATA ELEMENT NAME:	SERVICE 3 PLACE OF SERVICE
DEFINITION:	TYPE SETTING IN WHICH PROVIDER DID THIS PROCEDURE
FIELD TYPE/LENGTH:	Char (2)
BEGIN POSITION:	166
NOTES:	**REQUIRED FOR BOTH INPATIENT AND OUTPATIENT PROFESSIONAL SERVICES**
VALID VALUES:	SEE SECTION 10 FOR LIST OF VALID VALUES
DATA ELEMENT NAME:	SERVICE 3 PROCEDURE CODE
DEFINITION:	CODE DESCRIBING THE PROCEDURE PERFORMED
FIELD TYPE/LENGTH:	Char (13)
BEGIN POSITION:	168
NOTES:	**REQUIRED FOR BOTH INPATIENT AND OUTPATIENT PROFESSIONAL SERVICES**
VALID VALUES:	VALID PHYSICIAN'S CURRENT PROCEDURE TERMINOLOGY (CPT-4), HCPCS LEVEL II CODE, OR AUTHORIZED REVENUE CENTER CODES AS APPROPRIATE. TWO ADDITIONAL SPACES PROVIDED FOR MODIFIER, IF APPLICABLE. BLANK IS VALID. SEE SECTION 9 FOR ADDITIONAL VALID CODES FOR HOME HEALTH SERVICES
DATA ELEMENT NAME:	SERVICE 3 QUANTITY
DEFINITION:	NUMBER OF DAYS OR UNITS. MOST COMMONLY USED FOR MULTIPLE VISITS, UNITS OF SUPPLIES, ANESTHESIA UNITS, OR OXYGEN VOLUME.
FIELD TYPE/LENGTH:	Char (3)
BEGIN POSITION:	186
NOTES:	**REQUIRED FOR BOTH INPATIENT AND OUTPATIENT PROFESSIONAL SERVICES**
VALID VALUES:	STANDARD GUIDELINES FOR HCFA 1500 FORM

TRICARE Quality Monitoring Contract (TQMC) 4Rel

DATA ELEMENT NAME:	SERVICE 3 RELATED DIAGNOSIS CODE
DEFINITION:	DIAGNOSIS OR RELATED SIGN, SYMPTOM, OR FINDING
FIELD TYPE/LENGTH:	Char (5)
BEGIN POSITION:	181
NOTES:	**REQUIRED FOR BOTH INPATIENT AND OUTPATIENT PROFESSIONAL SERVICES**
VALID VALUES:	MOST CURRENT DIAGNOSIS CODE EDITION (ICD-9-CM). LEFT JUSTIFY AND BLANK FILL. DO NOT CODE THE DECIMAL POINT. DECIMAL POINT IS ASSUMED TO BE AFTER THE THIRD POSITION.
DATA ELEMENT NAME:	SERVICE 3 START DATE
DEFINITION:	BEGIN DATE OF THE PROVIDER'S SERVICES FOR THIS PROCEDURE
FIELD TYPE/LENGTH:	Date (8)
BEGIN POSITION:	150
NOTES:	**REQUIRED FOR BOTH INPATIENT AND OUTPATIENT PROFESSIONAL SERVICES**
VALID VALUES:	YYYYMMDD
DATA ELEMENT NAME:	SERVICE 4 END DATE
DEFINITION:	LAST DATE PROVIDER PROVIDED SERVICE FOR THIS PROCEDURE
FIELD TYPE/LENGTH:	Date (8)
BEGIN POSITION:	197
NOTES:	**REQUIRED FOR BOTH INPATIENT AND OUTPATIENT PROFESSIONAL SERVICES**
VALID VALUES:	YYYYMMDD
DATA ELEMENT NAME:	SERVICE 4 PLACE OF SERVICE
DEFINITION:	TYPE SETTING IN WHICH PROVIDER DID THIS PROCEDURE
FIELD TYPE/LENGTH:	Char (2)
BEGIN POSITION:	205
NOTES:	**REQUIRED FOR BOTH INPATIENT AND OUTPATIENT PROFESSIONAL SERVICES**
VALID VALUES:	SEE SECTION 10 FOR LIST OF VALID VALUES.
DATA ELEMENT NAME:	SERVICE 4 PROCEDURE CODE
DEFINITION:	CODE DESCRIBING THE PROCEDURE PERFORMED
FIELD TYPE/LENGTH:	Char (13)
BEGIN POSITION:	207
NOTES:	**REQUIRED FOR BOTH INPATIENT AND OUTPATIENT PROFESSIONAL SERVICES**
VALID VALUES:	VALID PHYSICIAN'S CURRENT PROCEDURE TERMINOLOGY (CPT-4), HCPCS LEVEL II CODE, OR AUTHORIZED REVENUE CENTER CODES AS APPROPRIATE. TWO ADDITIONAL SPACES PROVIDED FOR MODIFIER, IF APPLICABLE. BLANK IS VALID. SEE SECTION 9 FOR ADDITIONAL VALID CODES FOR HOME HEALTH SERVICES.

TRICARE Quality Monitoring Contract (TQMC) 4Rel

DATA ELEMENT NAME:	SERVICE 4 QUANTITY
DEFINITION:	NUMBER OF DAYS OR UNITS. MOST COMMONLY USED FOR MULTIPLE VISITS, UNITS OF SUPPLIES, ANESTHESIA UNITS, OR OXYGEN VOLUME.
FIELD TYPE/LENGTH:	Char (3)
BEGIN POSITION:	225
NOTES:	**REQUIRED FOR BOTH INPATIENT AND OUTPATIENT PROFESSIONAL SERVICES**
VALID VALUES:	STANDARD GUIDELINES FOR HCFA 1500 FORM
DATA ELEMENT NAME:	SERVICE 4 RELATED DIAGNOSIS CODE
DEFINITION:	DIAGNOSIS OR RELATED SIGN, SYMPTOM, OR FINDING
FIELD TYPE/LENGTH:	Char (5)
BEGIN POSITION:	220
NOTES:	**REQUIRED FOR BOTH INPATIENT AND OUTPATIENT PROFESSIONAL SERVICES**
VALID VALUES:	MOST CURRENT DIAGNOSIS CODE EDITION (ICD-9-CM). LEFT JUSTIFY AND BLANK FILL. DO NOT CODE THE DECIMAL POINT. DECIMAL POINT IS ASSUMED TO BE AFTER THE THIRD POSITION.
DATA ELEMENT NAME:	SERVICE 4 START DATE
DEFINITION:	BEGIN DATE OF THE PROVIDER'S SERVICES FOR THIS PROCEDURE
FIELD TYPE/LENGTH:	Date (8)
BEGIN POSITION:	189
NOTES:	**REQUIRED FOR BOTH INPATIENT AND OUTPATIENT PROFESSIONAL SERVICES**
VALID VALUES:	YYYYMMDD
DATA ELEMENT NAME:	SERVICE 5 END DATE
DEFINITION:	LAST DATE PROVIDER PROVIDED SERVICE FOR THIS PROCEDURE
FIELD TYPE/LENGTH:	Date (8)
BEGIN POSITION:	236
NOTES:	**REQUIRED FOR BOTH INPATIENT AND OUTPATIENT PROFESSIONAL SERVICES**
VALID VALUES:	YYYYMMDD
DATA ELEMENT NAME:	SERVICE 5 PLACE OF SERVICE
DEFINITION:	TYPE SETTING IN WHICH PROVIDER DID THIS PROCEDURE
FIELD TYPE/LENGTH:	Char (2)
BEGIN POSITION:	244
NOTES:	**REQUIRED FOR BOTH INPATIENT AND OUTPATIENT PROFESSIONAL SERVICES**
VALID VALUES:	SEE SECTION 9 FOR LIST OF VALID VALUES

TRICARE Quality Monitoring Contract (TQMC) 4Rel

DATA ELEMENT NAME:	SERVICE 5 PROCEDURE CODE
DEFINITION:	CODE DESCRIBING THE PROCEDURE PERFORMED
FIELD TYPE/LENGTH:	Char (13)
BEGIN POSITION:	246
NOTES:	**REQUIRED FOR BOTH INPATIENT AND OUTPATIENT PROFESSIONAL SERVICES**
VALID VALUES:	VALID PHYSICIAN'S CURRENT PROCEDURE TERMINOLOGY (CPT-4), HCPCS LEVEL II CODE, OR AUTHORIZED REVENUE CENTER CODES AS APPROPRIATE. TWO ADDITIONAL SPACES PROVIDED FOR MODIFIER, IF APPLICABLE. BLANK IS VALID. SEE SECTION 9 FOR ADDITIONAL VALID CODES FOR HOME HEALTH SERVICES.
DATA ELEMENT NAME:	SERVICE 5 QUANTITY
DEFINITION:	NUMBER OF DAYS OR UNITS. MOST COMMONLY USED FOR MULTIPLE VISITS, UNITS OF SUPPLIES, ANESTHESIA UNITS, OR OXYGEN VOLUME.
FIELD TYPE/LENGTH:	Char (3)
BEGIN POSITION:	264
NOTES:	**REQUIRED FOR BOTH INPATIENT AND OUTPATIENT PROFESSIONAL SERVICES**
VALID VALUES:	STANDARD GUIDELINES FOR HCFA 1500 FORM
DATA ELEMENT NAME:	SERVICE 5 RELATED DIAGNOSIS CODE
DEFINITION:	DIAGNOSIS OR RELATED SIGN, SYMPTOM, OR FINDING
FIELD TYPE/LENGTH:	Char (5)
BEGIN POSITION:	259
NOTES:	**REQUIRED FOR BOTH INPATIENT AND OUTPATIENT PROFESSIONAL SERVICES**
VALID VALUES:	MOST CURRENT DIAGNOSIS CODE EDITION (ICD-9-CM). LEFT JUSTIFY AND BLANK FILL. DO NOT CODE THE DECIMAL POINT. DECIMAL POINT IS ASSUMED TO BE AFTER THE THIRD POSITION.
DATA ELEMENT NAME:	SERVICE 5 START DATE
DEFINITION:	BEGIN DATE OF THE PROVIDER'S SERVICES FOR THIS PROCEDURE
FIELD TYPE/LENGTH:	Date (8)
BEGIN POSITION:	228
NOTES:	**REQUIRED FOR BOTH INPATIENT AND OUTPATIENT PROFESSIONAL SERVICES**
VALID VALUES:	YYYYMMDD

TRICARE Quality Monitoring Contract (TQMC) 4Rel

DATA ELEMENT NAME:	SERVICE 6 END DATE
DEFINITION:	LAST DATE PROVIDER PROVIDED SERVICE FOR THIS PROCEDURE
FIELD TYPE/LENGTH:	Date (8)
BEGIN POSITION:	275
NOTES:	**REQUIRED FOR BOTH INPATIENT AND OUTPATIENT PROFESSIONAL SERVICES**
VALID VALUES:	YYYYMMDD
DATA ELEMENT NAME:	SERVICE 6 PLACE OF SERVICE
DEFINITION:	TYPE SETTING IN WHICH PROVIDER DID THIS PROCEDURE
FIELD TYPE/LENGTH:	Char (2)
BEGIN POSITION:	283
NOTES:	**REQUIRED FOR BOTH INPATIENT AND OUTPATIENT PROFESSIONAL SERVICES**
VALID VALUES:	SEE SECTION 10 FOR LIST OF VALID VALUES.
DATA ELEMENT NAME:	SERVICE 6 PROCEDURE CODE
DEFINITION:	CODE DESCRIBING THE PROCEDURE PERFORMED
FIELD TYPE/LENGTH:	Char (13)
BEGIN POSITION:	285
NOTES:	**REQUIRED FOR BOTH INPATIENT AND OUTPATIENT PROFESSIONAL SERVICES**
VALID VALUES:	VALID PHYSICIAN'S CURRENT PROCEDURE TERMINOLOGY (CPT-4), HCPCS LEVEL II CODE, OR AUTHORIZED REVENUE CENTER CODES AS APPROPRIATE. TWO ADDITIONAL SPACES PROVIDED FOR MODIFIER, IF APPLICABLE. BLANK IS VALID. SEE SECTION 9 FOR ADDITIONAL VALID CODES FOR HOME HEALTH SERVICES.
DATA ELEMENT NAME:	SERVICE 6 QUANTITY
DEFINITION:	NUMBER OF DAYS OR UNITS. MOST COMMONLY USED FOR MULTIPLE VISITS, UNITS OF SUPPLIES, ANESTHESIA UNITS, OR OXYGEN VOLUME.
FIELD TYPE/LENGTH:	Char (3)
BEGIN POSITION:	303
NOTES:	**REQUIRED FOR BOTH INPATIENT AND OUTPATIENT PROFESSIONAL SERVICES**
VALID VALUES:	STANDARD GUIDELINES FOR HCFA 1500 FORM

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DATA ELEMENT NAME:	SERVICE 6 RELATED DIAGNOSIS CODE
DEFINITION:	DIAGNOSIS OR RELATED SIGN, SYMPTOM, OR FINDING
FIELD TYPE/LENGTH:	Char (5)
BEGIN POSITION:	298
NOTES:	**REQUIRED FOR BOTH INPATIENT AND OUTPATIENT PROFESSIONAL SERVICES**
VALID VALUES:	MOST CURRENT DIAGNOSIS CODE EDITION (ICD-9-CM). LEFT JUSTIFY AND BLANK FILL. DO NOT CODE THE DECIMAL POINT. DECIMAL POINT IS ASSUMED TO BE AFTER THE THIRD POSITION.

DATA ELEMENT NAME:	SERVICE 6 START DATE
DEFINITION:	BEGIN DATE OF THE PROVIDER'S SERVICES FOR THIS PROCEDURE
FIELD TYPE/LENGTH:	Date (8)
BEGIN POSITION:	267
NOTES:	**REQUIRED FOR BOTH INPATIENT AND OUTPATIENT PROFESSIONAL SERVICES**
VALID VALUES:	YYYYMMDD

DATA ELEMENT NAME:	SPONSOR SERVICE	
DEFINITION:	SERVICE BRANCH OF PATIENT'S SPONSOR	
FIELD TYPE/LENGTH:	Char (1)	
BEGIN POSITION:	32	
NOTES:	**REQUIRED FOR ALL DATA SUBMISSIONS**	
VALID VALUES:	A = ARMY	N = NAVY
	F = AIR FORCE	M = MARINE CORP.
	P = COAST GUARD	E = PUBLIC HEALTH
	I = NOAA	W = NATIONAL OCEANIC SERVICES
	L = LIGHTHOUSE KEEPER	
	Z = OTHER	

DATA ELEMENT NAME:	SPONSOR SOCIAL SECURITY NUMBER (SPONSOR SSN)
DEFINITION:	SOCIAL SECURITY NUMBER OF BENEFICIARY'S SPONSOR
FIELD TYPE/LENGTH:	Char (9)
BEGIN POSITION:	20
NOTES:	**REQUIRED FOR ALL DATA SUBMISSIONS**
VALID VALUES:	000000001 - 999899999

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DATA ELEMENT NAME:	SPONSOR STATUS
DEFINITION:	STATUS OF BENEFICIARY'S SPONSOR
FIELD TYPE/LENGTH:	Char (1)
BEGIN POSITION:	31
NOTES:	**REQUIRED FOR ALL DATA SUBMISSIONS**
VALID VALUES:	A = ACTIVE DUTY B = RECALLED TO ACTIVE DUTY J = ACADEMIC STUDENT NAVY/OCS N = NAT'L GUARD V = RESERVE R = RETIRED I = PERMANENTLY DISABLED O = TEMPORARILY DISABLED S = UNREMARRIED WIDOW W = TITLE III FUTURE RESERVE RETIREE K = DECEASED X = OTHER
DATA ELEMENT NAME	TAX ID OF PROVIDER ENTITY
DEFINITION:	9-DIGIT IDENTIFICATION NUMBER OF PROVIDER ENTITY.
FIELD TYPE/LENGTH:	Char (9)
BEGIN POSITION:	391
NOTES:	**REQUIRED FOR ALL DATA SUBMISSIONS**
VALID VALUES:	SEE TDP ENROLLMENT AND CLINICAL REPORTING SPECIFICATIONS DOCUMENT FOR ILLUSTRATION OF RELATIONSHIP BETWEEN "UNIQUE PROVIDER ID NUMBER" AND "TAX ID OF PROVIDER ENTITY".
DATA ELEMENT NAME:	TRANSACTION TYPE
DEFINITION:	CODE TO INDICATE THE TRANSACTION TYPE OF THIS RECORD
FIELD TYPE/LENGTH:	Char (1)
BEGIN POSITION:	458
NOTES:	**REQUIRED FOR ALL DATA SUBMISSIONS** ON (D) AND (C) TRANSACTIONS THE RECORD MUST HAVE THE ORIGINALLY SUBMITTED "UNIQUE PATIENT REFERENCE ID NUMBER. THE INITIAL (I) AND FOLLOWING (F) CODE RECORDS CONSTITUTE ONE RECORD. THE INITIAL SUBMISSION CORRESPONDING TO A "CLAIM" IN AN INSURANCE PROCESSING SENSE (ONE PATIENT, ONE PROVIDER, ONE OR MORE SERVICES).
VALID VALUES:	**I - INITIAL SUBMISSION.** THIS CODE IS USED FOR THE INITIAL SUBMISSION OF ANY TRANSACTION. IT MAY ALSO BE USED FOR RESUBMISSION OF CORRECTED DATA IF THE ORIGINAL SUBMISSION WAS DELETED BY SUBMISSION OF A DELETION RECORD. **D - DELETE SUBMISSION.** THIS CODE MAY BE USED TO REVERSE PREVIOUSLY SUBMITTED RECORDS, INCLUDING WARNING, FATAL EDITS, AND THOSE RECORDS THAT PASSED ALL EDITS. THE REQUIRED FIELDS

TRICARE Quality Monitoring Contract (TQMC) 4Rel

	FOR A DELETION ARE THE FACILITY ID, UNIQUE PATIENT REFERENCE ID AND THE TRANSACTION TYPE. BOTH (F) AND (I) CODE RECORDS WILL AUTOMATICALLY BE DELETED WITH THE SUBMISSION OF A SINGLE (D) RECORD. IT IS NOT NECESSARY TO SUBMIT ANY (F) RECORDS. IF YOU ALSO SUBMIT THE ENCOUNTER SETTING, ONLY THOSE RECORDS WITH THE FACILITY ID, UNIQUE PATIENT REFERENCE ID AND THAT ENCOUNTER SETTING WILL BE DELETED. **C - CORRECTIVE SUBMISSION.** THIS CODE MAY BE USED TO MAKE CORRECTIONS ON PREVIOUSLY SUBMITTED RECORDS, INCLUDING WARNING, FATAL EDITS, AND THOSE RECORDS THAT HAVE PASSED ALL EDITS. ALL FIELDS SHOULD BE THE SAME AS ON THE ORIGINAL (I) AND (F) RECORDS, WITH THE EXCEPTION OF THE FIELD BEING CORRECTED. IF A (F) RECORD WAS SUBMITTED WITH THE ORIGINAL (I) RECORD, A (F) RECORD MUST BE SUBMITTED WITH THE C RECORD AS WELL. HOWEVER, IF THE CORRECTION WAS SUCH THAT THE (F) RECORD SHOULD NOT HAVE BEEN SUBMITTED, ALL FIELDS ON THE CORRECTING (F) RECORD MAY BE BLANK, WITH THE EXCEPTION OF THE UNIQUE PATIENT REFERENCE ID NUMBER. THIS WILL ELIMINATE THE F RECORD SUBMITTED WITH THE ORIGINAL (I) RECORD. **F - FURTHER EPISODES SUBMISSION.** THIS CODE IS USED FOR OVERFLOW RECORDS WHEN A SINGLE EPISODE OF CARE DOES NOT FIT WITHIN A SINGLE RECORD (I.E. MORE THAN 6 OUTPATIENT OR PROFESSIONAL SERVICES ON A SINGLE CLAIM OR INVOICE). THE UNIQUE PATIENT REFERENCE ID NUMBER MUST BE THE SAME AS THE (I) RECORD. THE IDENTIFIERS THAT MUST BE ON A (F) CODE SUBMISSION IS THE FACILITY ID, ENCOUNTER SETTING, PATIENT DATE OF BIRTH, PATIENT ZIP CODE, PATIENT GENDER, SPONSOR SSN, DDS, AND UNIQUE PATIENT REFERENCE ID NUMBER.
DATA ELEMENT NAME:	UNIQUE PATIENT REFERENCE ID NUMBER
DEFINITION:	UNIQUE CLAIM OR EPISODE OF CARE NUMBER
FIELD TYPE/LENGTH:	Char (12)
BEGIN POSITION:	50
NOTES:	**REQUIRED FOR ALL DATA SUBMISSIONS**
VALID VALUES:	VALID CLAIM OR INVOICE ENCOUNTER, OR REFERENCE NUMBER THAT UNIQUELY IDENTIFIES THIS RECORD. EVERY TRANSACTION TYPE "I" RECORD WILL HAVE A SEPARATE "UNIQUE PATIENT REFERENCE ID NUMBER". ON DELETIONS (D) AND CORRECTIONS (C) THE RECORD WILL HAVE THE ORIGINALLY SUBMITTED "UNIQUE PATIENT REFERENCE ID NUMBER".

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DATA ELEMENT NAME:	UNIQUE PROVIDER ID NUMBER
DEFINITION:	UNIQUE FACILITY PROVIDER ID NUMBER - MAINTAINED BY TDP
FIELD TYPE/LENGTH:	Char (9)
BEGIN POSITION:	400
NOTES:	**REQUIRED FOR ALL DATA SUBMISSIONS**
VALID VALUES:	THIS FACILITY GENERATED PROVIDER ID NUMBER IS UNIQUE TO THE PROVIDER AND MUST MATCH THE NUMBER SUBMITTED ON THE PROVIDER DATA TAPE.

SECTION 4 - Provider Detail Data Record File

START	END	DATA ELEMENT NAME	LENGTH	FIELD TYPE
1	4	FACILITY ID	4	Char
5	13	TAX ID OF PROVIDER ENTITY	9	Char
14	14	AFFILIATION CODE	1	Char
15	15	INSTITUTION / NON-INSTITUTION	1	Char
16	55	PROVIDER FULL NAME	40	Char
56	85	PROVIDER STREET ADDRESS	30	Char
86	103	PROVIDER CITY	18	Char
104	105	PROVIDER STATE	2	Char
106	114	PROVIDER ZIP CODE	9	Char
115	116	1ST MAJOR SPECIALTY / INST TYPE	2	Char
117	118	2ND MAJOR SPECIALTY	2	Char
119	120	3RD MAJOR SPECIALTY	2	Char
121	122	4TH MAJOR SPECIALTY	2	Char
123	124	5TH MAJOR SPECIALTY	2	Char
125	133	UNIQUE PROVIDER ID NUMBER OR THE PHARMACY NAPD NUMBER	9	Char
134	142	PROVIDER SSN	9	Char
143	148	PROVIDER UPIN	6	Char

SECTION 5 - Provider Detail Data File Layout Descriptions

DATA ELEMENT NAME:	AFFILIATION CODE
DEFINITION:	AFFILIATION OF PROVIDER/PHARMACY TO TDP ENTITY
FIELD TYPE/LENGTH:	Char (1)
BEGIN POSITION:	14
VALID VALUES:	C = CONTRACTED S = STAFF O = OTHER
DATA ELEMENT NAME:	FACILITY ID
DEFINITION:	DMIS IDENTIFIER OF TDP ENTITY
FIELD TYPE/LENGTH:	Char (4)
BEGIN POSITION:	1 (18 on Header Record)
VALID VALUES:	0198 = MARTIN'S POINT - PORTLAND, ME
VALID VALUES:	PRV = PROVIDER DATA

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DATA ELEMENT NAME:	INSTITUTION / NON-INSTITUTION
DEFINITION:	CODE INDICATING WHETHER PROVIDER/PHARMACY IS INSTITUTION OR NON-INSTITUTION
FIELD TYPE/LENGTH:	Char (1)
BEGIN POSITION:	15
VALID VALUES:	I = INSTITUTION N = NON-INSTITUTION
DATA ELEMENT NAME:	1ST MAJOR SPECIALTY / INST TYPE
DEFINITION:	IF NON-INST: PROVIDE MAJOR SPECIALTY IF INST: TYPE OF INSTITUTION PROVIDING CARE
FIELD TYPE/LENGTH:	Char (2)
BEGIN POSITION:	115
NOTES:	
VALID VALUES:	SECTION 8 FOR LIST OF VALID VALUES
DATA ELEMENT NAME:	2ND MAJOR SPECIALTY
DEFINITION:	IF NON-INST: PROVIDE MAJOR SPECIALTY
FIELD TYPE/LENGTH:	Char (2)
BEGIN POSITION:	117
NOTES:	
VALID VALUES:	SECTION 8 FOR LIST OF VALID VALUES
DATA ELEMENT NAME:	3RD MAJOR SPECIALTY
DEFINITION:	IF NON-INST: PROVIDE MAJOR SPECIALTY
FIELD TYPE/LENGTH:	Char (2)
BEGIN POSITION:	119
NOTES:	
VALID VALUES:	SECTION 8 FOR LIST OF VALID VALUES
DATA ELEMENT NAME:	4TH MAJOR SPECIALTY
DEFINITION:	IF NON-INST: PROVIDE MAJOR SPECIALTY
FIELD TYPE/LENGTH:	Char (2)
BEGIN POSITION:	121
NOTES:	
VALID VALUES:	SECTION 8 FOR LIST OF VALID VALUES
DATA ELEMENT NAME:	5TH MAJOR SPECIALTY
DEFINITION:	IF NON-INST: PROVIDE MAJOR SPECIALTY
FIELD TYPE/LENGTH:	Char (2)
BEGIN POSITION:	123
NOTES:	
VALID VALUES:	SECTION 8 FOR LIST OF VALID VALUES

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DATA ELEMENT NAME:	PROVIDER CITY
DEFINITION:	CITY WHERE PROVIDER/PHARMACY IS LOCATED.
FIELD TYPE/LENGTH:	Char (18)
BEGIN POSITION:	86
VALID VALUES:	LEFT JUSTIFIED, BLANK FILLED

DATA ELEMENT NAME:	PROVIDER FULL NAME
DEFINITION:	FULL NAME OF PROVIDER/PHARMACY
FIELD TYPE/LENGTH:	Char (40)
BEGIN POSITION:	16
VALID VALUES:	LEFT JUSTIFIED, BLANK FILLED. IF THIS IS A PERSONS NAME IT MUST BEGIN WITH LAST NAME FOLLOWED BY FIRST NAME AND MIDDLE INITIAL, EACH SEPARATED BY A BLANK. EXAMPLE: DR. JOSEPH MARCUS JONES-STAFFORD III WOULD BE SUBMITTED AS JONES-STAFFORD_JOSEPH_M. THE DR. AND III ARE LEFT OFF, THIS DATA IS NOT REQUESTED. IF THE PROVIDER IS AN INSTITUTIONAL, ENTER THE FACILITY NAME USING THE STANDARD ABBREVIATIONS SUCH AS 'HOSP' FOR HOSPITAL, 'ST' FOR SAINT, ETC. HYPHEN IS ACCEPTABLE; COMMA'S, PERIODS, AND SLASHES ARE NOT ACCEPTABLE, AND WILL CAUSE THIS FIELD TO ERROR.

DATA ELEMENT NAME:	PROVIDER STATE
DEFINITION:	STATE WHERE PROVIDER/PHARMACY IS LOCATED.
FIELD TYPE/LENGTH:	Char (2)
BEGIN POSITION:	104
VALID VALUES:	STANDARD U. S. POSTAL SERVICE 2-DIGIT ALPHA ABBREVIATION FOR STATE.

DATA ELEMENT NAME:	PROVIDER STREET ADDRESS
DEFINITION:	STREET ADDRESS WHERE PROVIDER/PHARMACY IS LOCATED.
FIELD TYPE/LENGTH:	Char (30)
BEGIN POSITION:	56
VALID VALUES:	LEFT JUSTIFIED, BLANK FILLED USE STANDARD U. S. POSTAL SERVICE ABBREVIATIONS, E.G. "ST" FOR STREET, "AVE" FOR AVENUE, ETC.

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DATA ELEMENT NAME:	PROVIDER SSN
DEFINITION:	THE PROVIDER'S SOCIAL SECURITY NUMBER
FIELD TYPE/LENGTH:	Char (9)
BEGIN POSITION:	134
VALID VALUES:	CLINICAL PROVIDER - BLANK OR VALID 9-DIGIT SSN NUMBER. PHARMACY - BLANK.
DATA ELEMENT NAME:	PROVIDER UPIN
DEFINITION:	THE PROVIDER'S UPIN
FIELD TYPE/LENGTH:	Char (6)
BEGIN POSITION:	143
VALID VALUES:	CLINICAL PROVIDER - BLANK OR VALID 6-DIGIT UPIN NUMBER. PHARMACY - BLANK.
DATA ELEMENT NAME:	PROVIDER ZIP CODE
DEFINITION:	ZIP CODE OF THE PROVIDER/PHARMACY GIVING CARE IS LOCATED
FIELD TYPE/LENGTH:	Char (9)
BEGIN POSITION:	106
VALID VALUES:	UNITED STATES: 006010000 - 999509999 OUTSIDE US OR UNKNOWN: 123456789
DATA ELEMENT NAME:	TAX ID OF PROVIDER ENTITY
DEFINITION:	9-DIGIT TAX IDENTIFICATION NUMBER OF PROVIDER ENTITY. USE CLINIC'S TAX ID WHEN CARE IS PROVIDED IN CLINIC SETTING. USE PHYSICIAN'S TAX ID IF CARE IS PROVIDED IN NON-CLINIC SETTING. USE PHARMACY TAX ID FOR PHARMACIES.
FIELD TYPE/LENGTH:	Char (9)
BEGIN POSITION:	5
VALID VALUES:	SEE TDP ENROLLMENT AND CLINICAL REPORTING SPECIFICATIONS DOCUMENT FOR ILLUSTRATION OF RELATIONSHIP BETWEEN "PROVIDER NUMBER" AND "TAX ID OF PROVIDER ENTITY." USE TAX ID NUMBER 123456789 IF UNKNOWN.
DATA ELEMENT NAME:	UNIQUE PROVIDER ID NUMBER / PHARMACY NAPD NUMBER
DEFINITION:	FACILITY CREATED UNIQUE PRIMARY CARE PROVIDER ID NUMBER OR EACH PHARMACY'S NATIONAL ASSOCIATION OF PHARMACEUTICAL DOCTORS (NAPD) NUMBER
FIELD TYPE/LENGTH:	Char (9)
BEGIN POSITION:	125

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VALID VALUES:	THE FACILITY GENERATED PRIMARY CARE PROVIDER ID NUMBER IS UNIQUE TO EACH INDIVIDUAL PROVIDER NO MATTER WHAT SETTING THE PROVIDER MAY WORK IN, OR THE PHARMACY NAPD NUMBER. THE NAPD NUMBER IS TO BE RIGHT JUSTIFIED AND ZERO FILLED.

SECTION 6 - Health Services Admission Source

CODE	HEALTH SERVICES ADMISSION SOURCE
1	Physician Referral
2	Clinic Referral
3	HMO Referral
4	Transfer from a Hospital
5	Transfer from a Skilled Nursing Facility
6	Transfer from Another Health Care Facility
7	Emergency
8	Court/Law Enforcement
9	Information Not Available

SECTION 7 - Institution codes

CODE	TYPE OF INSTITUTION CODES
10	General Medical and Surgical
11	Hospital Unit of an Institution (Prison Hospital, College Infirmary, etc.)
12	Hospital Unit within an Institution for the Mentally Retarded
22	Psychiatric Hospital or Unit
33	Tuberculosis and Other Respiratory Disease
44	Obstetrics and Gynecology
45	Eye, Ear, Nose, and Throat
46	Rehabilitation
47	Orthopedic
48	Chronic Disease
49	Miscellaneous
50	Children's General
51	Children's Hospital Unit of an Institution
52	Children's Psychiatric Hospital or Unit
53	Children's Tuberculosis and Other Respiratory Diseases
55	Children's Eye, Ear, Nose, and Throat
56	Children's Rehabilitation
57	Children's Orthopedic
58	Children's Chronic
59	Children, Other Specialty
62	Institution for Mental Retardation
70	Home Health Care Agency
71	Specialized Treatment Facility
72	Residential Treatment Center

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73	Extended Care Facility
74	Christian Science Facility
75	Hospital-Based Ambulatory Surgery Center
76	Skilled Nursing Facility
78	Non-Hospital-Based Hospice
79	Hospital-Based Hospice
82	Alcoholism and Other Chemical Dependency
90	Cancer
91	Sole Community
92	Freestanding Ambulatory Surgery Center

SECTION 8 - Provider Major Specialty Codes

CODE	PROVIDER MAJOR SPECIALTY
01	General Practice
02	General Surgery
03	Allergy
04	Otology, Laryngology, Rhinology
05	Anesthesiology
06	Cardiovascular Disease
07	Dermatology
08	Family Practice
10	Gastroenterology
11	Internal Medicine
13	Neurology
14	Neurological Surgery
16	Obstetrics/Gynecology
18	Ophthalmology
19	Oral Surgery (Dentists only)
20	Orthopedic Surgery
22	Pathology
24	Plastic Surgery
25	Physical Medicine and Rehabilitation
26	Psychiatry
28	Proctology
29	Pulmonary Diseases
30	Radiology
33	Thoracic Surgery
34	Urology
35	Chiropractor, licensed
36	Nuclear Medicine
37	Pediatrics
38	Geriatrics
39	Nephrology
40	Neonatology
42	Nurses (RN)
43	Nurses (LPN)
44	Occupational Therapy (OTR)
45	Speech Pathologist/Speech Therapist

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47	Endocrinology
48	Podiatry - Surgical Chiropody
50	Proctology and Rectal Surgery
51	Medical Supply Co.
57	Certified Prosthetist - Orthotist
59	Ambulance Service Supplier
60	Public Health or Welfare Agencies
61	Voluntary Health or Charitable Agencies
62	Psychologist (Billing Independently)
64	Audiologists (Billing Independently)
65	Physical Therapist (Independent Practice)
69	Independent Laboratory (Billing Independently)
70	Clinic or Other Group Practice
80	Anesthetist
81	Dietitian
82	Education Specialist
83	Nurse, Private Duty
84	Physician's Assistant
85	Social worker
86	Christian Science
90	Nurse Practitioner
91	Clinical Psychiatric Nurse Specialist
92	Midwife
93	Mental Health Counselor
94	Marriage and Family Counselor
95	Pastoral Counselors
96	Marriage and Family Therapist (valid only for Connecticut, Massachusetts, New Jersey, and New York)
97	M.S.W., A.S.W.
98	Optometrist
99	Facility Charges - use for Facility charges for outpatient services, (e.g., ambulatory surgery, hospital services)
BC	Birthing Centers/Rooms
BL	Blood Center
DT	Dental
EM	Emergency Medicine
HA	Home Health Care Agency
HH	Home Health Aide/Homemaker
HI	Home Infusion
HM	Hematology
ID	Infectious Disease
NT	Nutrition
OC	Oncology
PH	Pharmacist
RN	Rheumatology
TS	Transportation Services (Privately-Owned Vehicle

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SECTION 9 - Supplemental Codes for Home Health Services

RC57X	HOME HEALTH AIDE (Home Health)	
Charges made by a home health agency for personnel that are primarily responsible for the personal care of the patient.		
Fifth digit:	0 - General Classification	Aide/Home Health
	1 - Visit Charge	Aide/Home Health/Visit
	2 - Hourly Charge	Aide/Home Health/Hour
	9 - Other Home Health Aide	Aide/Home Health/Other

RC58X	OTHER VISITS (Home Health)	
Charges by a home health agency for visits other than physical therapy, occupational therapy, or speech therapy, which must be specifically identified. For physician home visits, use the appropriate Evaluation and Management CPT-4.		
Fifth digit:	0 - General Classification	Visit/Home Health
	1 - Visit Charge	Visit/Home Health/Visit
	2 - Hourly Charge	Visit/Home Health/Hour
	9 - Other Home Health Aide	Visit/Home Health/Other

RC59X	UNITS OF SERVICE (Home Health)	
Code used by a home health agency that bills on the basis of units of service.		
Fifth digit:	0 - General Classification	Unit/Home Health
	1 - Home Health Other Units	Unit/Home Health/Other

RC60X	OXYGEN (Home Health)	
Charges by a home health agency for oxygen equipment supplies or contents, excluding purchases equipment. (Note: Additional detailed codes are not applicable to the USFHP Program.)		
Fifth digit:	0 - General Classification	02/Home Health

SECTION 10 - Place of Service

CODE	PLACE OF SERVICE
00	Unassigned
11	Office
12	Home
21	Inpatient Hospital
22	Outpatient Hospital
23	Emergency Room - Hospital
24	Ambulatory Surgical Center
25	Birthing Center
26	Military Treatment Facility
31	Skilled Nursing Facility
32	Nursing Facility
33	Custodial Care Facility

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34	Hospice
41	Ambulance - Land
42	Ambulance - Air or Water
51	Inpatient Psychiatric Facility Partial Hospitalization
52	Psychiatric Facility Partial Hospitalization
53	Community Mental Health Center
54	Intermediate Care Facility / Mentally Retarded
55	Residential Substance Abuse Treatment Facility
56	Psychiatric Residential Treatment Facility
61	Comprehensive Inpatient Rehabilitation Facility
62	Comprehensive Outpatient Rehabilitation Facility
65	End Stage Renal Disease Treatment Facility
71	State or Local Public Health Center
72	Rural Health Clinic
81	Independent Laboratory
99	Other Unlisted Facility
90	Pharmacy

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SAMPLE DATA USE AGREEMENT

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DUA #(ENTERED BY TMA PRIVACY OFFICE)	Date Effective _____
Contract Number _____	Expiration Date _____

DEPARTMENT OF DEFENSE (DoD)
DATA USE AGREEMENT (DUA) for
PROTECTED HEALTH INFORMATION (PHI) and
BENEFICIARY ENCRYPTED FILES (BEF)

PURPOSE: In order to secure data that resides in a DoD Privacy Act System of Records, and in order to ensure the confidentiality, integrity and availability of information maintained by the DoD, and to ensure appropriate use or disclosure of such data, the DoD and **TRICARE Quality Monitoring Contractor** enter into this agreement to comply with the following stipulations outlined in this agreement.

APPENDICES: 1. References

1. Data Requested. The following DoD data file(s) is/are covered under this Agreement. **Specific file names and data elements must be identified** (If these are unknown, you may contact your DoD sponsor for additional information). **Only those approved data system, files, years and data elements will be authorized for access.** This DUA does not authorize any access or extraction to any other information. As required in Reference (Ref.) 12, C.8.2, the minimum data necessary will be provided to perform tasks as outlined in the described project.

1a. This data request is for (Select one): ☐ PHI ☐ BEF

Note: If you require access to UNENCRYPTED data, please select PHI above.
If you require access to ENCRYPTED data, please select BEF above.
If you require access to UNENCRYPTED and ENCRYPTED data, please select both.

1b. Data requested is for (Select one):

☐ Army data Only	☐ Air Force data Only	☐ Navy Data Only	☐ Tri-Service Data (Army, Air force or Navy)

1c. Specifics of data requested.

Data system (e.g., M2, MDR)		**File** (e.g., DEERS, PITE, etc.)		**Year(s)**	**Specific Data Elements (i.e., name, SSN, address).**

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1d.

These files will be Received	Select One	Frequency of data request	Select One
Directly accessed via login	☐	Bi-Weekly	☐
Received as an extraction	☐	Weekly	☐
On Disk	☒	Monthly	☐
On Tape	☐	Once a year	☐
By Courier (Courier Template must be provided)	☐	One time only	☒
Other Explain below	☐	**Other explain below**	☐

1e. Explain how files will be received.

_____

1f. Explain the frequency of data request.

_____

1g. Are you teleworking? ☐ Yes ☐ No (i.e. personal computer at home)

1h. If yes, please explain:

_____

2. Method of Transportation

NOTE: Requestors shall encrypt all PHI, personally identifiable information (PII) and Limited Data Set information in transit in accordance with Ref. 6. Requestor shall not store PHI, PII and limited data set information on mobile computing devices.

2a. Does this request require PII or PHI to be transported or stored offsite?
☐ Yes ☐ No

2b. If yes, what are your policies and procedures that address the requirements of Ref. 4?

_____

2c. Will files be transmitted over e-mail or stored on a mobile computing device or removable storage media? (Mobile computing device means laptop computer, personal digital assistant (PDA) or any similar device. Removable storage media means compact disc (CD), flash drive, thumb drive, backup tape, or any other removable media.)
☐ Yes ☐ No

If files are transmitted over e-mail or stored on a mobile computing device or removable storage media, files must be encrypted.

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2d. Describe the process and procedure for encrypting files to be stored on a mobile computing device or removable storage media.

2e. Will sensitive or identifiable data in any form be accessed remotely? ☐ Yes ☐ No

2f. If yes, describe what safeguards are in place to protect data being accessed remotely?

Refer to Ref. 4. All questions must be answered if data is accessed remotely or transported offsite.

The TMA Privacy Office is not responsible for providing extractions.
It is the responsibility of the Requestor/Custodian and the DoD Sponsor listed on this DUA.

3. Project Information: Study/Project/Plan Name:

4. Explain the purpose, expected outcome and objectives of the study/project/plan for which the data will be used:

---

5. Provide the Justification for Need to Know. Why is this study/project/plan required? Provide documentation, when applicable, to indicate the organization requiring this study/project/plan (e.g., Congressional mandate). Why is PHI required?

5a. How will this study/project/plan benefit the DoD and its beneficiaries?

6. Describe how the data will be used. Discuss the methodology for analysis. What type of PHI data will be utilized?

7. Does this project involve Research? ☐ Yes ☒ No. Ref. 2 and Ref. 10 apply.

7a. If yes, has this project been reviewed by your Institutional Review Board or Privacy Board? ☐ Yes ☐ No

7b. Has the IRB protocol been ☐ Approved or ☐ Exempted. A copy of the approval letter and approved protocol or the exemption determination and the protocol/information upon which determination was made must be attached.

7c. Does this study/project/plan involve a survey that requires an approved Report Control Symbol (RCS) from OMB or DMDC? Ref. 14 and Ref. 11 apply. ☐ Yes ☐ No

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7c.1 If yes, provide the RCS No_____

7c.2 Retention Date _____ A copy of the approved RCS and a copy of the survey must be included with this DUA and submitted to the TMA Privacy Office.

7d. Does this study or research project involve data that already exist in on DoD MHS data files? ☒ Yes ☐ No

8. Custodians/Requestor. The Custodian of files is defined as that person(s)/organization(s) who will have actual possession of and responsibility for the data files. This shall include the prime company/organization, and all subcontracted entities who will have access to the data. This section shall be completed even if the Custodian and Requestor are the same. By completing this Agreement I acknowledge that I have read and agree to comply with the laws, instructions, regulations and guidelines in Appendix 1 and 2.

_____
(Name of Custodian)

_____
(Company/Organization)

_____
(Street Address)

_____
(City/State/ZIP Code)

_____
(Phone No. - Including Area Code and E-Mail Address)

8a. Additional Custodians/Requestors working on the same Project.

_____
(Name of Custodian)

_____
(Company/Organization)

_____
(Street Address)

_____
(City/State/ZIP Code)

_____
(Phone No. - Including Area Code and E-Mail Address)

8b. Additional Custodians/Requestors working on the same Project.

_____
(Name of Custodian)

_____
(Company/Organization)

_____
(Street Address)

_____
(City/State/ZIP Code)

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(Phone No. - Including Area Code and E-Mail Address)

NOTE:

Subcontractors working under the same DUA must provide the same information as **Section 9** on the *primary custodian's company letterhead* with original signatures. **See page 9** for Subcontractor template.

If Courier transports data, you must notify the TMA Privacy Office, complete the DUA Courier Template, which is available at: http://www.tricare.mil/tmaprivacy/List-of-Forms.cfm and submit it with this request.

9. Point of Contact/Sponsor: To be completed and signed by the Program/Project Manager from the Program Office sponsoring the request. By signing this agreement, the person agrees to be responsible for the use of the data by a non-DoD agency. The parties mutually agree that the following named individual will be designated as "point-of-contact/sponsor" for the Agreement on behalf of the DoD.

(Name of Contact)

TMA/Director of Healthcare Operations

(Title/Component)

5111 Leesburg Pike

(Street Address)

(Mail Stop)

Falls Church, VA 22041

(City/State/ZIP Code)

(Phone No. - Including Area Code and E-Mail Address)

National Quality Monitoring Contractor

(CONTRACT/PROJECT NAME)

(PERIOD OF PERFORMANCE)

(Signature) **(Date)**

10. Authority to Operate (ATO) and System Assurance Questionnaire. Will the data be stored on a computer system that has been approved by DoD with the Authority to Operate (ATO)? ☐ Yes ☐ No

One of the following must be attached.

Authority to Operate (ATO)	☐
Interim Authority to Operate certificate (IATO)	☐
System Assurance Questionnaire (SAQ)	☐

Failure to attach one of the required documents will only hold up the process and review of your request. An ATO must be on organization letterhead. Submissions of updated IATO or SAQ

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may be required upon renewal of the DUA until proof of an ATO approval can be provided.

11. System of Records. ***This is a required Document if you are requesting PHI or PII data.*** Please provide the "System of Records" identifying number and date it was published and attach a copy to this DUA. For more information, please see http://www.tricare.mil/tmaprivacy/Related-Links.cfm. If the requesting organization is found to be in violation of the systems of records provisions, this DUA will be immediately rescinded.

12. Retention/Renewal/Destruction. The Requestor and the DoD mutually agree that the previously mentioned file(s) (and/or any derivative file(s) [includes any file that maintains or **information from which identity can be determined**]) may be retained by the Requestor until , hereinafter known as the "retention date." The retention of this DUA is for one year or until the contract end date, whichever comes first. The DUA may be renewed yearly if necessary. See DUA appendix for more information.

13. Attachments. The parties mutually agree that the following Attachments are part of this Agreement *(list any attachments that the requestor has included)*:

14. Custodians/Requestors Signatures. The following Custodian/Requestors hereby attests that he or she is authorized to enter this Agreement and agrees to all the terms specified herein. *(To be completed and signed by requestor.)* The Custodian(s), as named in **Section 1**, hereby acknowledges his/her appointment(s) as Custodian of the aforesaid file(s) on behalf of the DoD Sponsor, and agrees personally and in a representative capacity to comply with all of the provisions of this Agreement.

_____
(Name and Title of Individual - Typed or Printed)

_____
(Company/Organization)

_____
(Street Address)

_____
(City/State/ZIP Code)

_____
(Phone No. - Including Area Code and E-Mail Address)

_____
(Signature) **(Date)**

Signatures of Additional Custodian/Requestor working on same Project.

14a.

_____
(Name and Title of Individual - Typed or Printed)

_____
(Company/Organization)

_____
(Street Address)

_____

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(City/State/ZIP Code)

(Phone No. - Including Area Code and E-Mail Address)

(Signature) **(Date)**

14b.

(Name and Title of Individual - Typed or Printed)

(Company/Organization)

(Street Address)

(City/State/ZIP Code)

(Phone No. - Including Area Code and E-Mail Address)

(Signature) **(Date)**

15. Non-DoD Sponsoring Agency Signature. To be completed and signed only if the requestor is working through a non-DoD federal agency. Please see DUA Completion Package, located on the TMA Website, for further information. http://www.tricare.mil/tmaprivacy/Data-Use.cfm.

(Name and Title of Individual - Typed or Printed)

(Company/Organization)

(Street Address)

(City/State/ZIP Code)

(Phone No. - Including Area Code and e-mail Address, If Applicable)

(Signature) **(Date)**

Submit pages 1 through 8 and page 9 (if applicable) to the TMA Privacy Office. Failure to answer any questions will delay approval of your request.

Mailing Address:
TMA Privacy Office
Skyline 6, Ste 212
5109 Leesburg Pike
Falls Church, VA 22041

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SUBCONTRACTOR(S)
(Please Complete on Primary Contractor Company Letterhead)

DATE

TMA Privacy Office
Skyline 6, Ste 212
5109 Leesburg Pike
Falls Church, VA 22041

The following subcontractor(s) will be working under the same Data Use Agreement (DUA) for the project **(PROJECT NAME)** from **(DATE) to (DATE).** Information for each subcontractor must be provided with signatures.

Name of Subcontractor Custodian	**Company Organization**	**Street Address**	**City/State/Zip Code**	**Phone**	**E-mail Address**
1.					
2.					
3.					

Attach a separate sheet to include additional subcontractors' information and a copy of the subcontractor contract with the prime showing the period of performance (POP).

Custodian(s) Signature. The Subcontractor(s), as named in above, hereby acknowledges his/her appointment(s) as Custodian of the aforesaid file(s) on behalf of the Requestor, and agrees personally and in a representative capacity to comply with all of the provisions of this Agreement on behalf of the Requestor. (To be completed and signed by the Custodian(s)). Submit original hard copy with the original signature(s). Include a copy of the subcontractor's contactor showing current period of performance.

Typed or Printed Name and Title of subcontractor Custodian of File(s)	**Signature**	**Date**
1.		
2.		
3.		

Thank you in advance for your attention to this data request. If you have any questions, please contact **(CUSTODIAN'S NAME)** at **(PHONE NUMBER)**.

Sincerely,

_____
(Signature and Date)

_____
(Typed Name and Title of Custodian of Files)

Appendix 1

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References

1. 5 USC § 552a, as amended, "The Privacy Act of 1974"
http://www.usdoj.gov/oip/privstat.htm

2. 32 CFR 219, "Protection of Human Subjects"
http://www.dtic.mil/biosys/downloads/32cfr219.pdf

3. 42 CFR § 160 and 164, "The Health Insurance Portability and Accountability Act of 1996"
http://www.hhs.gov/ocr/combinedregtext.pdf

4. Office of Management and Budget (OMB) M-06-16, "Protection of Sensitive Agency Information," June 23, 2006
http://www.whitehouse.gov/omb/memoranda/fy2006/m06-16.pdf

5. OMB Circular Number A-130, "Management of Federal Information Resources, Appendix III, Security of Federal Automated Information Systems," November 28, 2002
http://www.whitehouse.gov/omb/circulars/a130/a130trans4.html#1

6. National Institute of Standards and Technology, Federal Information Processing Standards Publication (FIPS) Number 140-2, "Security Requirements for Cryptographic Modules," May25, 2001
http://csrc.nist.gov/publications/fips/fips140-2/fips1402.pdf

7. Assistant Secretary of Defense Memo "Disposition of Unclassified DoD Computer Hard Drives," June 4, 2001
http://iase.disa.mil/policy-guidance/asd_hd_disposition_memo060401.pdf

8. Military Health System (MHS) Information Assurance (IA) Implementation Plan
http://www.tricare.mil/tmis_new/IA.htm#policy

9. Health Affairs Policy 06-010, "Health Affairs (HA) HIPAA Security Compliance Policy," June 27, 2006
http://www.ha.osd.mil/policies/2006/06-010.pdf

10. DoD Directive 3216.02, "Protection of Human Subjects and Adherence to Ethical Standards in DoD Supported Research," March 25, 2002 and certified current as of April 24, 2007.
http://www.dtic.mil/whs/directives/corres/pdf/321602p.pdf

11. DoD Instruction 1100.13, "Surveys of DoD Personnel," November 21, 1996
http://www.dtic.mil/whs/directives/corres/pdf/110013p.pdf

12. DoD Instruction 6025.18-R, "DoD Health Information Privacy Regulation," January 2003
http://www.dtic.mil/whs/directives/corres/pdf/602518r.pdf

13. DoD Instruction 8500.2, "Information Assurance (IA) Implementation," February 6, 2003

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http://www.dtic.mil/whs/directives/corres/pdf/850002p.pdf

14. DoD Instruction 8910.1-M, "DoD Procedures for Management of Information Requirements", June 30, 1998
http://www.dtic.mil/whs/directives/corres/pdf/891001m.pdf

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INTERNAL AND EXTERNAL REVIEWS

1. SUPPLEMENTAL DEFINITIONS

a. Adequacy of review: This means documented responses by the Contractor to questions asked by the TMA shall: (a) be specifically related to the questions raised and supported by medical documents submitted, (b) be substantiated by a rationale that draws from contemporary medical knowledge and practices in the United States and specific documents submitted for review; and (c) refute contentions raised by a provider of care that are not supported by the medical documents reviewed or contemporary medical knowledge and practices in the United States.

b. Appropriateness of review: This means documented responses by the Contractor shall: (a) be reflective of the current consensus of professional thinking in the United States, (b) be within the scope of the questions raised, (c) not be contradictory to other responses, or information in the record, and (d) not be editorial of either TRICARE or Department of Defense policy, or of current reimbursement practices or benefits by third party payers of health care.

c. Specialty:

1) For non-physician reviewers or non-dentist reviewers, this refers to the category of TRICARE provider included in 32 CFR 199.6.

2) For physician reviewers, this refers to the required American Board of Medical Specialties (ABMS) or Bureau of Osteopathic Specialists (BOS) physician specialty. When referring to TMA requesting and the Contractor providing a physician reviewer by specialty, the term includes any ABMS or BOS recognized subspecialty.

3) For dentist reviewers, this refers to the required American Dental Association Recognized Dental Specialty Certifying Boards specialty.

2. TMA REVIEWS

a. The Contractor shall provide internal (real time question and answer) and external (written question and answer) reviews to ascertain the medical necessity, quality of care, appropriateness of treatment, and appropriate level of care as defined by applicable provisions of the TRICARE regulation.

b. The types of care that may be reviewed include, but are not limited to: medical, dental, surgical, podiatry, pharmacy, nursing, physical therapy, occupational therapy, speech therapy, optometry, oral surgery, osteopathy, and home health care. With regard to physician review, TMA requires physician reviewers covering the full range of specialties and subspecialties recognized by the ABMS or BOS. While TMA will generally request physician reviewers by ABMS or BOS specialty and subspecialty alone in medical-surgical cases, TMA reserves the right to request a physician reviewer with experience with a particular procedure (when the procedure is within the scope of the particular specialty, but not commonly performed by members of that specialty). Where the

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care under review is an organ transplant, the Contractor shall provide review by a physician with experience in performing the type of transplant under review; TMA may also request review by a physician with experience in pre-operatively evaluating candidates for that type of transplant as part of the review.

c. With regard to dentist review, TMA requires dentist reviewers covering the full range of specialties recognized by the American Dental Association Recognized Dental Specialties Boards. While TMA will generally request dentist reviewers by specialty alone, TMA reserves the right to request a dentist reviewer with experience with a particular procedure (when the procedure is within the scope of the particular specialty, by not commonly performed by members of that specialty).

d. Also included in the types of reviews required are those cases or portions of cases involving treatment of mental disorders in outpatient or inpatient care settings by the types of institutional and individual providers listed in 32 CFR 199.6. The reviewers requested by TMA shall have experience in treating patients in the same setting or level of care as the setting or level of care that is being reviewed. TMA may also infrequently require review in cases involving psychoanalysis, for which the reviewer provided shall be an actively practicing psychoanalyst.

e. Also included in the types of reviews required are those cases or portions of cases involving treatment in skilled nursing facilities, as defined in 32 CFR 199.6(b)(4)(vi). The reviewers requested by TMA shall have experience in treating patients in the skilled nursing facility setting.

f. Generally, reviewers shall be from the same discipline (in the case of a non-physician, non-dentist), or ABMS or BOS specialty (in the case of a physician), or American Dental Association Recognized Dental Specialties Boards specialty (in the case of a dentist), as the individual provider of care, unless TMA specifically requests otherwise. Additionally, physician mental health reviewers shall generally be from the same diagnostic category specialization (e.g. substance abuse), and have the same setting/level of care experience, and age specialization (child, adolescent, adult and geriatric), as the individual provider of care, unless TMA specifically requests otherwise.

g. All physician, non-physician, and dentist reviewers required by TMA under this contract shall be currently licensed and actively engaged in the practice of clinical medicine (i.e., the reviewer usually practices, on a routine basis, a minimum of 20 hours per week).

h. In cases that are appealed from medical necessity (reconsideration) decisions issued by the Contractor pursuant to Section C-6.8. of this Contract, Internal and External Reviews shall not be performed by anyone involved with the Contractor's medical necessity (reconsideration) review of the case under review.

i. The primary volume of cases is generated by beneficiary and provider appeals of contractor decisions to deny coverage.

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j. A review shall be limited to review of a single appeal request for a single beneficiary and will involve requesting an opinion from 1 reviewer.

k. Reviewers shall be sufficiently competent to provide adequate review of assigned cases to ascertain medical necessity of care, appropriateness of the treatment, the level of care required for treatment, quality of care provided, compliance with medical requirements under TRICARE policy, and accuracy of provider billings.

l. Because time is of the essence in this Task, questions regarding particular cases shall be directed from the Contractor to the TMA employee designated responsible for the case.

m. The Contractor shall return all case documentation provided by TMA and a review opinion, which shall include:

1) Patient/beneficiary name;

2) Case Number assigned by TMA;

3) TMA employee who referred the case to review;

4) Reviewer(s) Specialty;

5) Reviewer(s) Response to Questions (in chronological order);

(i) Question:

(ii) Response:

(iii) Rationale: (to be supported with specific citation of the clinical record and other documentation from the case file and medical literature, if applicable, that was relied upon in formulating the answer. General references to "the clinical record" do not meet this requirement.).

6) Reviewer(s) signature(s);

7) Reviewer(s) typed name and professional degree (signature block);

n. With each review opinion, the Contractor shall provide a curriculum vitae (CV) for the reviewer. The CV shall be current as of the time of the review. CVs required under this contract shall include the following information:

1) Full name, business address, business telephone number, and business fax number, if available.

2) Undergraduate, graduate, and professional education, including degrees and years awarded; licensure including issuing state(s) and year(s) of issuance;

3) Specialty and subspecialty board certifications; professional work experience; current institutional provider of care affiliations, including but not limited to hospital privileges, membership, and, if applicable, Fellow status in professional organizations; professional publications (texts and journals); professional presentations at conventions, conferences, and symposia; and any other information relevant to the reviewer's duties under this Contract.

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4) For reviewers of mental health cases, a statement of the levels of care at which the reviewer has experience in treating patients, i.e., acute inpatient hospital, residential treatment center, substance abuse disorder facility, partial hospitalization, and/or outpatient care.

o. The Contractor is advised that professional qualification statements are released to appealing parties in TRICARE hearings as part of the hearing record, to appealing parties upon request during or following formal reviews, and to requesters under the Freedom of Information Act. The Contractor shall advise its reviewers of this. The professional qualification statements, therefore, shall not include the reviewer's social security number, home address, home telephone number, or marital or family information, or similar private information.

P. Where a peer review opinion includes citation to medical literature not already in the record provided to the peer reviewer, the Contractor shall provide a copy of the medical literature article cited. The reviewer shall not make comments contrary to TRICARE policy.

3. SUPERVISION AND MANAGEMENT OF CASE REVIEWS

a. All tasks shall be implemented on the start date of the order. The contractor shall be responsible for:

1) Establishing and implementing the administrative procedures for conducting the review services.

2) Supervising the reviewers and the adequacy and appropriateness of the reviews.

b. The contractor shall utilize reviewers who meet TRICARE standards for authorized provider status in their respective discipline (as outlined in 32 CFR 199.6).

c. Upon specific request of TMA, the contractor will provide reviewers and/or witnesses of exemplary credentials and national reputation to conduct review of difficult, unusual, or noteworthy cases.

d. All documents required under this Attachment shall be provided on computer 1.44 megabyte, high density, 3.25" diskette; CD-RW; or by electronic transmission protected to prevent unauthorized release of Privacy Act information. All documents shall be supplied in a format that can be read, copied, and printed with the most current version of Microsoft Word. The Contractor shall provide required signed transcription with or in the electronic media.

4. INTERNAL REVIEW

a. Cases for internal review shall be reviewed by a reviewer on-site at TMA, in a conference setting; by telephone or video teleconferencing (VTC) in order to obtain real-time responses to questions put to the reviewer. The medical specialty and subspecialty of the reviewer and the minimum number of cases to be reviewed per case conference session will be determined by TMA.

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b. Internal reviews shall be held within 14 days of the date the Contractor is informed of the need for an internal review.

c. TMA requires readily available medical experts to provide timely and expedient review, but because requests for internal reviews are expected to be infrequent, TMA cannot establish a regular schedule for internal reviews and cannot precisely predict the types of specialties required for frequency of internal reviews.

d. Processing of Reviews.

1) The internal case reviewer(s) shall orally communicate answers to questions put by the TMA employee designated in charge of the case or his/her designee. The reviewer's oral response shall answer the questions presented, provide underlying rationale for that answer, and cite the specific clinical documentation and other appeal file records that were relied upon to formulate the answer.

2) The internal case reviews shall be recorded to reflect all questions posed by the TMA employee and responses of the reviewer.

3) The Contractor shall transcribe its copy of the recording. The Contractor shall submit the transcription to the reviewer for approval and signature of the reviewer. Because time is of the essence in this Task, the Contractor shall forward the signed transcription to TMA, to be received by TMA within 7 days of the date the Contractor picked up the recording, or the date the recording was mailed to the Contractor. The transcription will distinguish between the questions stated by the TMA employee in charge of the case and the responses of the reviewer.

4) The Reviewer shall complete analysis of the case based upon the records in the case file provided to the reviewer before or at the time of the case conference. In cases where the records are provided to the reviewer in advance, the review may require citation of medical literature researched by the reviewer in preparation for the review session.

5. EXTERNAL CASE REVIEW

a. The type of case submitted to the Contractor for external case review will be determined by TMA based on its complexity, volume of case documentation, and difficulty. These cases require review of the record and may require citation of medical literature researched by the reviewer in preparation for the review session. These cases do not require real-time conferences with TMA staff. The reviewer shall not make any comments contrary to TRICARE policy.

b. External case reviews shall be designated by TMA as either urgent, or routine. Most reviews will be routine.

c. Because time is of the essence, the reviewer(s) shall complete, and the Contractor shall process, external review cases, as follows:

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1) Urgent cases: Urgent cases shall be completed and a signed transcript delivered to TMA within 7 days following the date TMA sends the case to the Contractor for review.

2) Routine cases: Routine cases shall be completed and a signed transcript delivered to TMA within 14 days following the date TMA sends the case to the Contractor for review.

6. WITNESS HEARING - PRE-HEARING PREPARATIONS, HEARING ATTENDANCE, POST-HEARING - TRANSCRIPTION AND ATTENDANCE AT TMA CONFERENCES

a. **Witness Hearing and Trial Attendance.** As required, the Contractor shall provide reviewers to serve as witnesses in TMA administrative hearings, civil or criminal litigation, and/or related discovery for the purpose of providing review opinions either in the first instance or for explaining, clarifying, or elaborating upon previously expressed or written review opinions. TMA will determine the specialty that is required. The Contractor shall provide a reviewer in the specialty area requested by TMA. The witness may be a reviewer who previously conducted an internal or external case review of the case; TMA, in its discretion, may request a witness who did not previously review the case in place of or in addition to any internal or external case reviewer who previously reviewed the case. The cost to TMA shall be negotiated for each requirement. Performance of this Task shall be by issuance of separate Delivery Order(s). The contractor shall provide TMA witness statement transcriptions within 7 days of the date the tapes are sent by TMA to the Contractor. The post mark will be deemed to be the date the tapes are sent.

The need for this task is entirely driven by the quantity of the requests for hearings, requests for discovery by TRICARE beneficiaries and providers of care, or TRICARE related litigation. The actual number of witnesses required under this task and the actual specialties required depends on requests for hearing and for discovery under 32 CFR 199.10, filed with TMA, or depends on litigation in Federal Courts.

b. **Discovery by Parties Other than the Government.** 32 CFR 199.10(d)(10)(ii) provides for discovery in TRICARE hearings, which may include discovery with TRICARE reviewers. TMA does not pay for such discovery efforts by appealing parties. The COR shall inform the Contractor when a request for discovery involving the Contractor's reviewers has been received by TMA and shall provide the Contractor with a copy of the discovery order applicable to the Contractor. The Contractor shall have procedures for negotiating with the requester for discovery, including provisions for compensation by the requester. The Contractor shall not commence performance under discovery prior to the issuance of a written discovery order by the TRICARE Hearing Officer assigned to the Hearing in question.

For discovery arising out of litigation in Federal Courts that is not to be reimbursed by the Government, the Contractor shall be provided instructions for the case in question by the COR.

c. **TMA Conferences.** When required, the Contractor will provide its representative or reviewer(s) to serve as speakers at TMA Conferences (which will usually be TMA Hearing Officer Conferences). TMA will determine what

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specialty is required; the Contractor shall provide reviewers in the specialty areas requested by TMA. TMA may request one or more reviewers to attend a TMA Conference. The Contractor's representative or reviewer(s) are expected to be able to discuss the review process. Conferences are held infrequently, i.e., not more than once a year or not less than once every 5 years. The cost to TMA shall be negotiated for each requirement. A Delivery Order shall be issued in each case.

7. MANAGEMENT AND ADMINISTRATION - ALL REVIEW TASKS

a. The Contractor shall train its reviewers and witnesses on the mission of TMA and TRICARE policy as outlined in 32 CFR 199 and the TRICARE Manuals.

b. The Contractor shall retain, as a minimum, 1 copy of all reviews that can be delivered upon request in the most current version of Microsoft Word used at the time of TMA request. The Contractor shall also comply with the provisions of the TRICARE Operations Manual, Chapter 2.

c. For the reasons stated below, the TMA may direct the Contractor to utilize or not to utilize the services of a particular reviewer(s) in instances of:

1) Reviewer conflict of interest:

2) Reviewer lack of requisite qualifications to review cases in general or particular cases; or

3) Prior deficiencies in reviewer's review opinions as identified by TMA.

d. The Contractor shall have procedures for ensuring availability of physician reviewers, dentist reviewers, and non-physician reviewers of the provider types set forth in 32 CFR 199.6.

e. The Contractor shall designate a prime point of contact for requests for reviews or witnesses, with procedures for alternate points of contact when the prime point of contact is absent from his or her duties. The Contractor shall keep the COR advised of its corporate holidays and changes to its prime and alternate points of contact. Sufficient points of contact shall be available to ensure ready access to a point of contact during the Contractor's normal working hours.

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Witness Hearing, Trial Attendance, Discovery, and Attendance At TMA Conferences - Ordering Process
CLIN X013 Witness Appearances

1. Before sending any data to a proposed expert witness, the Appeals Hearings and Claims Collection Division (OGC-AC) Hearing Attorney will submit to the Contracting Officer's Representative (COR), basic information regarding the specific hearing. This information should include the name of the appealing party and other data such as the name of the witness, approximate dates, location, and the size and content of any files that will be sent to the expert witness. This information will be used for preparation of a notice of intent and request for an estimate of hours required by the contractor to provide services for the basis of estimating a Not To Exceed (NTE) price for the effort. If a specific expert witness is requested, adequate justification shall be included in the documentation for the individual.

2. An individual order in accordance with the ordering clauses of the contract shall be issued for each hearing case. The Contracting Officer will provide a notice of intent to order services to the contractor stating the specifics of the anticipated hearing.

a. The notice of intent will identify the SubCLINs associated with the hearing for expert witness services and a request for projection of hours for services to be rendered under Sub-Contract Line Items (SCLIN) X013AA, X013AB, X013AC, X013AD, and travel associated with CLIN X012.

1) SCLIN X013AA to cover Pre-Hearing Preparations (PHP),
2) SCLIN X013AB to cover service of the Hearing Appearance,
3) SCLIN X013AC to cover services of Post-Hearing, and
4) SCLIN X013AD to cover the cost of transcription of expert witness statements, as required.

b. The TQMC shall submit estimate of hours based on the following:

1) SCLIN X013AA. Projection of hours should be based on the estimated number of hours required for telecommunications to identify and accept a hearing witness, to review the files, clarification and resolution of expert witness' questions relating to preparation for appearance at hearing.

2) SCLIN X013AB projection of hours should be based on:

a) The number of hours the expert witness will spend traveling to and from the hearing or TMA Conference location (currently hearings have been held within the continental United States) and,

b) Hearing appearance expenses based on an estimated number of hours the expert witness is in attendance at a hearing or attendance at TMA Conference(s).

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3) SCLIN X013AC projection of hours should be based on: performance of tasks associated with the finalization of post hearing documentation and post hearing responses to questions posed by the Administrative Judge.

4) SCLIN X013AD projection of hours should be based services for a transcriptionist as needed and the delivery of a final transcript. The Contractor shall provide required signed transcription with or in the electronic media.

c. Travel and lodging expense to and from the location where the hearing or TMA Conference will be held. Travel (Transportation, lodging, and per diem) required to attend a hearing shall be paid for under the CLIN X012 for Contracting Officer Directed Travel.

3. The contractor shall coordinate with the expert witness to determine the reliability of the estimated hours identified in each applicable SCLIN. Based on the estimated hours per SCLIN, an order shall be issued. Each new hearing will require a new order. Task work shall only be initiated after the order has been issued. The order will fund the estimated price and request the Contractor to provide a quotation for the services required. The order shall state that definitization of order is subject to receipt of subsequent documentation of incurred hours per SCLIN.

4. Each Delivery Order will identify a 'Tasking Number' for the services required. The tasking number will be formatted using the master CLIN X013, the fiscal year in which the data will be forwarded to the Expert Witness, and a sequential number, unique to each hearing case, and to that series of CLIN, i.e. XO13-0X-01, and so on.

5. On issuance of the order, the OGC-AC hearing attorney will forward the hearing files to the expert witness with a letter of transmittal and instruction with a copy of the letter to the contractor, the COR, and Contracting Officer. The letter will include a Federal Express shipping form and instructions for the return of the materials in the original shipping containers at the conclusion of the hearing. In lieu of return shipping when shredding of file documents is permitted, the expert witness will coordinate with the OGC-AC hearing attorney and the contractor for shredding or shred the file documents at a location agreed with by the expert witness, the contractor, and the COR. The contractor after shredding of the file documents is accomplished shall then notify the COR in writing that the file documents have been shredded.

6. In instances when incurred costs for any one of the four SCLINs is anticipated to exceed 75% of the not to exceed amount for an individual SCLIN in an order, the contractor shall immediately notify the Contracting Officer in writing. The contractor shall provide an estimate to complete with an explanation of the need for additional funding. Under no circumstances shall the contractor continue with work under an order that has not been adequately funded. When additional funding is justified, a modification to the order will be accomplished under the terms of the ordering clause of the contract with a revised not-to-exceed estimated amount.

7. The definitization of an order or subject individual SCLIN shall be subject to receipt from contractor documentation of validated incurred hours at the conclusion of performance to definitize the actual hours incurred and

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documentation of valid incurred travel costs. Travel costs shall be in accordance with CLIN X012. The COR will coordinate as necessary with the OGC-AC Attorney to verify that work under the order has been completed. Once an order or SCLIN has been definitized through issuance of a modification as applicable, the contractor may invoice for payment.

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INITIAL FACILITY CERTIFICATION

1. A facility requesting certification as a TRICARE-authorized Residential Treatment Center (RTC), Partial Hospitalization Program (PHP), or Substance Use Disorder Rehabilitation Facility (SUDRF) must complete an application and submit it to the contractor.

2. Upon request of a facility, the contractor shall mail an application package consisting of the "Application for TRICARE-Provider Status," applicable TRICARE Standards, TRICARE Form 771 Reimbursement Information (RTC applicants only), a sample participation agreement, and pertinent provisions of the TRICARE regulation.

3. Within 7 calendar days of receipt of an application the contractor shall either return an application or issue a letter to the facility acknowledging receipt. The letter of acknowledgment shall advise the facility that the application has been received and that the facility will be advised of the outcome of the review. Applications shall be returned when:

A. The application does not contain documentation that the following eligibility requirements have been meet.

(1) The RTC, PHP or SUDRF must be licensed and fully operational (as defined in 32 CFR 199.6) for a period of at least six months and operate in substantial compliance with state and federal regulations; and

(2) The RTC or PHP must be accredited by the Joint Commission on Mental Health, Chemical Dependency, and Mental Retardation/Developmental Disabilities Services (MHM). The SUDRF must be accredited by the Joint Commission under the MHM or by the Commission on Accreditation of Rehabilitation Facilities (CARF) as an alcoholism or other drug dependency rehabilitation program under the Standards Manual for Organizations Serving People with Disabilities.

B. The application is not signed by an official authorized to act on behalf of the facility.

C. A SUDRF application is received from a facility which is certified by Medicare as a hospital. The TRICARE Managed Care Support (MCS) contractors are responsible for TRICARE certification for Medicare certified hospitals providing substance use detoxification and rehabilitation care.

4. Unless otherwise directed by the TMA, the contractor shall process applications in the order of receipt. The contractor shall notify the facility in writing of the results of the application review with an Initial Determination within 40 days after receipt of an application and within 55 days for an RTC application that requires a rate calculation. For each application, 1 Initial Determination shall be issued. The contractor shall document the facility file with results of the application review.

A. The Initial Determination shall certify the facility as an approved provider of RTC, PHP or SUDRF care when the application review finds that the facility meets the requirements as specified in 32 CFR 199.6.

B. The Initial Determination shall deny certification as an approved provider of RTC, PHP, or SUDRF care when the application reviews finds that the facility is not in compliance with applicable 32 CFR 199.6 requirements.

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C. When the application review finds that some programs included in the application meet the TRICARE requirements and some programs do not, then the Initial Determination shall certify the facility to provide RTC, PHP or SUDRF care in the specific programs that meet the TRICARE requirements. The Initial Determination shall also identify the programs that do not meet the requirements and offer appeal rights for the determination on those specific programs. The Initial Determination shall include an explanation of the specific requirements that are not met and shall advise the facility that if it disagrees with the findings of the application review, it may request reconsideration within 90 days from the contractor.

(5) Along with the Initial Determination which provides notice that the application was approved, the contractor shall forward to the facility 2 copies of the participation agreement.

A. For RTCs, the participation agreement shall include the per diem rate calculated by the contractor according to the methodology established by 32 CFR 199.14 and the TRICARE Policy Manual. The contractor also shall request that the facility conduct a self assessment in accordance with Article 3.3 of the participation agreement, submit written documentation of the assessment , sign the participation agreement (by an official having authority to act for the facility) and return the agreement to the contractor within 7 calendar days from the date of the contractor's notification. The contractor shall advise the facility that the effective date of certification will be the date the participation agreement is signed on behalf of the Director, TRICARE Management Activity (TMA), or designee.

B. Within 10 calendar days after receipt of a participation agreement signed by an appropriate official of the facility, the contractor's responsible designee will sign the agreement on behalf of the Executive Director, TMA. The effective date of the facility's certification is the date on which the participation agreement is signed by an official of the contractor to whom TMA has delegated authority for signature of such agreements. Under no circumstances will a retroactive effective date be permitted.

C. The expiration date of the Participation Agreement shall generally be for five years from the date of signature.

D. The contractor shall send the facility a copy of the signed participation agreement for its records, maintain 1 copy in the contractor's facility file and shall provide instructions to the facility to contact the appropriate MCS contractor for billing instructions. The facility will be informed that cost-sharing and preauthorization/certification of covered services provided to TRICARE patients may begin as of 12:01 a.m. of the effective date of the Participation Agreement. The instructions shall also include the following:

(1) Although the facility has been certified as an authorized TRICARE provider; before payment can be made, the MCS contractor must determine if the patient is an eligible beneficiary and that the services billed are authorized, regardless of the standing of the provider;

(2) The facility must bill for and collect that portion of the total charges which is the responsibility of the Uniformed Service sponsor, and that TRICARE cost shares cannot be waived or absorbed;

(3) Payment cannot be made under TRICARE for any care (except in certain emergency or life-threatening situations) from a provider who practices

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discrimination against any individual. This pertains to both patients' access to care as well as employment practices;

(4) As specified in its participation agreement articles 9 and 10, the facility must notify the TQMC in writing of any significant changes, to include changes in professional staffing, program services, licensure, ownership/control, certification under Title VXIII or Title XIX of the Social Security Act, or other significant changes.

RECERTIFICATION

1. TRICARE-authorized RTCs, PHPs and SUDRFs are subject to reviews. The contractor shall perform a recertification review once every three years. Any revisions to the recertification schedule require approval from the Contracting Officer's Representative. The purpose of the recertification review is to evaluate whether the facility remains in compliance with TRICARE requirements.

A. The contractor shall mail an application for recertification to the facility. The contractor shall notify the facility in a cover letter that the completed and signed application form along with the facility's annual self assessment must be received by the contractor within 30 calendar days from the date of the contractor's letter.

B. If the application is not received within 30 days, the contractor will issue a notice to the facility that their agreement will be terminated in accordance with Article 13.2 for failure to provide records and allow the facility an additional 30 days to respond. If no response is received, proceed with termination as found in the TERMINATION section.

C. Within 7 calendar days of receipt of a recertification application, the contractor shall:

(1) Issue a written notice to the facility acknowledging receipt of the complete application: or

(2) Issue a written notice to the facility with notification that the required information to complete the application or the self assessment was not submitted. The contractor will advise the facility that the information must be received by the contractor within 15 calendar days from the date of the request. If the information is not received by the contractor within 15 calendar days, the contractor shall complete the review based upon the information submitted.

(3) Return the application if is not signed by an official authorized to act on behalf of the facility.

D. The contractor shall complete its review of the application for recertification within 40 calendar days from the date of receipt of the complete application or 55 days from the date of the letter requesting additional information. Based on the results of its review, the contractor shall issue an Initial Determination to recertify the facility or shall recommend termination in accordance with Section 4 of these procedures. The contractor shall document the facility file with results of the recertification review.

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(1) The Initial Determination shall recertify the facility as an approved provider of RTC, PHP or SUDRF care when the application review finds that the facility meets the requirements as specified in 32 CFR 199.6.

(2) When the application review finds that some programs included in the application meet the TRICARE requirements and some programs do not, then the Initial Determination shall certify the facility to provide RTC, PHP or SUDRF care in the specific programs that meet the TRICARE requirements. The Initial Determination shall also identify the programs that do not meet the requirements and offer appeal rights for the determination on those specific programs. The Initial Determination shall include an explanation of the specific requirements which are not met and shall advise the facility that if it disagrees with the findings of the application review, it may request reconsideration within 90 days from the contractor.

(3) Along with the Initial Determination which provides notice that the application was approved, the contractor shall forward to the facility two (2) copies of the new participation agreement. The contractor shall request that the facility sign both of the participation agreements (by an official having authority to act for the facility) and return the agreements to the contractor within 7 calendar days from the date of contractor's notification. The contractor shall advise the facility that this agreement shall supersede the previous agreement.

(4) Within 10 calendar days after receipt of a participation agreement signed by an appropriate official of the facility, the contractor's responsible designee will forward the agreement for signature by _____.

(5) The expiration date of the Participation Agreement shall generally be five years from the date of signature.

(6) The contractor shall send the facility a copy of the signed participation agreement for its records and maintain one copy for the contractor's file.

(7) When the recertification review finds that the facility does not meet TRICARE requirements, the contractor shall follow the procedures in the TERMINATION section.

TERMINATION

1. If the contractor concludes that a TRICARE-authorized RTC, PHP or SUDRF is not in compliance with one or more of the standards applicable to its specific provider category, then the contractor shall proceed with steps to bring about compliance or terminate the status of the provider should be terminated according to the requirements in 32 CFR 199.9 . The contractor shall forward to TMA the following material:

A. A letter recommending termination of the facility as a TRICARE-authorized provider. The letter must contain a summary of the major reasons for termination.

B. A draft Notice of Proposed Termination. In the draft notice, the contractor shall cite the basis for the proposed termination to include the information that was considered, the specific areas in which the facility is not in compliance with applicable TRICARE standards and the specific standard(s) upon which the contractor relied for its finding(s).

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2. As directed by TMA the contractor shall participate in meetings requested in writing by facility representatives under 32 CFR 199.9. These meetings shall be conducted at TMA in Aurora, Colorado. Appropriate staff from TMA will be in attendance.

3. Based on the written documentation submitted by the facility in response to a Notice of Proposed Termination, the contractor shall evaluate whether the facility is in compliance with applicable TRICARE requirements. Within 10 calendar days of receipt of all written material or from the date of a meeting with the facility, whichever is later, the contractor shall complete this evaluation and forward to TMA a recertification or termination recommendation.

4. If, based on a review of the written material, the contractor determines that the facility is in compliance with TRICARE requirements, the contractor shall submit to TMA a recommendation for recertification along with a draft recertification letter.

5. If the facility is not in compliance with TRICARE requirements, the contractor will submit to TMA a recommendation to terminate the provider. The contractor will follow the requirements in 1.A. above for recommending termination, with the exception that the contractor shall prepare a draft Initial Determination in accordance with 32 CFR 199.9 rather than a draft Notice of Proposed Termination.

6. If the contractor determines that an RTC, PHP or SUDRF is in violation of standards detrimental to life, safety, or health, or substantially in violation of approved treatment programs, action shall be taken to terminate the facility as an authorized provider. In these cases, the contractor shall forward to the Contracting Officer's Representative (COR) the following:

A. Draft letter to the facility which provides notice of the termination under 32 CFR 199.9 a brief statement of the nature of the violation(s) and that an initial determination will be issued.

B. A draft initial determination which includes all of the provisions in 32 CFR 199.9.

VOLUNTARY WITHDRAWAL

1. A facility may voluntarily withdraw an application to become a TRICARE-authorized RTC or may voluntarily terminate its participation agreement. These same procedures apply when a facility closes.

A. At any time prior to the signing of a participation agreement by the Executive Director, TMA or his designee, a facility may request the withdrawal of its application. The request must be submitted in writing to the contractor. Within 10 calendar days of receipt of such a written request, the contractor shall acknowledge the withdrawal in writing, shall terminate the participation agreement, shall notify appropriate MCS contractors and shall close the file on the facility. As a voluntary withdrawal is not an adverse action, the facility will not be afforded any appeal rights.

B. A TRICARE-authorized RTC, PHP or SUDRF may terminate its participation agreement by submitting a written request 60 calendar days prior to the date that the facility wishes its participation agreement to be terminated, or at any time after issuance of a notice of proposed termination upon which final

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action (i.e., termination or rectification) has not been taken. Because the facility's decision to terminate the participation agreement is voluntary, no appeal rights will be given and it is the responsibility of the facility to notify TRICARE patients and families and to arrange for timely discharge or transfer. Within 10 calendar days of receipt of such a written request, the contractor shall acknowledge the withdrawal in writing, shall terminate the participation agreement, shall notify appropriate MCS contractors and shall close the file on the facility effective with the date of termination.

MONITORING AND EVALUATIONS

1. TRICARE-authorized RTCs, PHPs and SUDRFs are required to notify TMA or a designee of a variety of serious occurrences outside the normal routine, material changes in the facility's structure, staffing or operations and any matter regarding which the facility is not in compliance with standards as a result of the annual self assessment. Failure to report may constitute a material breach of the participation agreement and may result in denial of claims or termination of the participation agreement. TMA will forward a copy of the notifications that it receives to the contractor for review and appropriate action.

2. When the contractor receives an occurrence report of illness, injury, death, prolonged elopement, an abuse situation, etc. or a self assessment that shows noncompliance with standards, the contractor shall make an assessment of how adequately the facility addressed the problem. The contractor shall identify any pattern of occurrences that could suggest a violation of TRICARE standards, or a problem with the facility's staffing or programs that permit serious incidents to occur. The contractor shall document the facility file with the results of the assessment, and when appropriate, provide TMA with a written report.

3. If the contractor receives notice that the facility intends to change or expand its program in location, size, patient population, treatment philosophy, key staffing, or in any other significant manner, the contractor will obtain such information from the facility as is necessary to determine whether the change affects the facility's compliance with TRICARE standards. These reviews shall be completed with 10 calendar days of receipt of complete information. If the contractor determines that the facility remains in compliance with TRICARE standards requirements, the contractor shall issue a letter approving the changes and an addendum to the agreement when necessary. If the changes are not in compliance with the standards, the contractor shall deny approval for the program changes and shall include the specific TRICARE regulatory requirement, policy or standard with which the facility is not in compliance.

4. The participation agreement requires facilities to provide 30 calendar days advance notice of a change in ownership. The new owners are required to execute a new participation agreement with TRICARE. When the required advance notice is provided, the contractor shall extend the agreement for a period not to exceed 180 days from the date of the transfer of ownership. If the required advance notice is not provided, the contractor shall issue a letter which states that the participation agreement ended in accordance with Article 9.2. Before a participation agreement may be executed with the new owners, the contractor must review any program or clinical changes the new owners propose and must assure that all required licenses, certifications and accreditations have been transferred to the new owners. At a minimum, the

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first 5 pages of the application will be required. Approval of a change in ownership is discretionary. Within 20 calendar days after receipt of complete information regarding a change in ownership, the contractor shall either approve or deny a new participation agreement resulting from a change in ownership. If a new agreement is not specifically approved, the participation agreement ends as of 12:01 a.m. of the day following the date of the change in ownership. An Initial Determination approving or denying a new participation agreement shall be issued following the procedures in the section of this attachment on INITIAL CERTIFICATION.

BILLING PROCEDURES

A facility certification review is complete for billing purposes when:

1) An Initial Determination is issued based upon a review of a new facility application, a recertification application, or a change of ownership review; or

2) A draft notice of termination is issued to TMA for noncompliance with TRICARE standards.

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TRICARE MANAGEMENT ACTIVITY (TMA)
APPLICATION FOR TRICARE MENTAL HEALTH FACILITY CERTIFICATION

Facility _____

Please check on appropriate facility/program:

- ☐ Psychiatric partial hospitalization program (PHP)
  - ☐ Hospital-based PHP
  - ☐ Freestanding PHP
- ☐ Residential treatment center (RTC)
- ☐ Substance use disorder rehabilitation facility (SUDRF)

(See question 3.4 before beginning the application process)

All applications must be signed and dated by the Chief Executive Officer.

The above-named facility has made an application either to become a TRICARE-certified facility or to continue to provide care under TRICARE certification. The signee certifies that the information contained in this application is true and accurately represents the above-named facility.

_____ _____
Chief Executive Officer Date

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APPLICATION FOR TRICARE MENTAL HEALTH FACILITY CERTIFICATION

Instructions: To allow us to process this application, you must complete all sections of the application.

1.0 Identifying Information:

1.1 Provide the full name, address, telephone number, facsimile number, IRS tax ID number, e-mail address, and website address for your facility.

Name of Facility

Doing business as (dba)

Physical Address of program requesting certification* | City | State | Zip

Mailing Address (if different) | City | State | Zip

Telephone Number | Facsimile Number

IRS Tax Number (EIN)* or NPI as appropriate | E-Mail Address
Website

* Facilities with programs located at multiple locations must submit a separate complete application for each location.

1.2 Send All Correspondence To:

Point of Contact Name | Title

Street Address | PO Box Number

City | State | Zip

Telephone Number | Facsimile Number | E-Mail Address

1.3 Corporate Ownership: If your facility is owned by a corporation, provide the full name, mailing address, telephone number, and IRS tax ID number or NPI as appropriate of the corporate owner or affiliate.

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Name of Corporation		
Street Address	PO Box Number	
City	State	Zip Code
Telephone Number	IRS Tax ID (EIN)	

2.0 Composition of Administration: Provide the names, graduate and post-graduate degrees for the administrative personnel of this facility.

Chief Executive Officer (CEO)	Degree(s)
Medical Director(s)	Degree(s)
Clinical Director(s) (If Applicable)*	Degree(s)

*TRICARE standards for PHPs and RTCs require that the clinical director be a psychiatrist or doctoral level psychologist. The medical director may also serve as the clinical director if he/she fulfills the responsibilities of the clinical director as stated in TRICARE standard I.F for RTCs and TRICARE standard I.E for PHPs. TRICARE Standards for SUDRFs require that the clinical director meet one of the following requirements: is a physician with certification by ASAM, is a physician with one year or 1,000 hours of experience in the treatment of psychoactive substance use disorders, or is a psychiatrist or doctoral level psychologist. The medical director may also serve as the clinical director if he/she fulfills the responsibilities of the clinical director as stated in TRICARE standard I.F for SUDRFs.

3.0 FACILITY DESCRIPTION

3.1 Does the program (s) requesting certification share physical space or program schedules with other programs such as acute care, RTC, inpatient rehabilitation, or substance use partial hospitalization?

☐ Yes ☐ No If yes, please describe.

3.2 Program/Unit Information: Complete the table below for each program(s)/units(s) for which certification is requested.

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Program/Unit Name	Days of Operation	Hours of Operation	Capacity* M	F	Total	Age Range From	To

* Capacity is defined as the maximum number and mix of patients for whom the program is designed to provide services.

3.3 Specific Requirements for PHPs: PHPs are required to complete section 3.3. RTCs and SUDRFs do not need to complete this section.

PROGRAM REQUIREMENTS	RESPONSE	DOCUMENTATION LOCATION
Does the facility provide academic educational services?	☐ Yes* ☐ No	

*If yes, please indicate the number of hours per day of academic education.

Program name _____ Hours/day_____

Program name_____ Hours/day_____

Program name_____ Hours/day_____

3.4 Specific Program Requirements for SUDRFs: SUDRFs are required to complete section 3.4. PHPs and RTCs do not need to complete this section.

PROGRAM REQUIREMENTS	RESPONSE	DOCUMENTATION LOCATION
Is the facility certified as a hospital by TRICARE or Medicare?	☐ Yes** ☐ No	_____

**If yes, do not complete this application. Your regional TRICARE Managed Care Contractor (MCC) is responsible for certification of Medicare or TRICARE participating hospitals. Please call your MCC regarding the application process.

All facilities must respond to the following sections:

3.5 Operational Information: Has the facility been fully licensed and in operation for a minimum of six months?

☐ Yes ☐ No

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Initial applicants only: Has the census of the program(s) requesting certification been at least 30% of the capacity for the past six months?

☐ Yes ☐ No

Recertification applicants only: Has the currently certified program(s) treated at least one TRICARE beneficiary in the previous 24 months?

☐ Yes ☐ No

3.6 Specialty programs offered: List any specialty tracks that are included within the program(s) requesting certification (example: dual diagnosis track).

4.0 Program Requirements: Check the appropriate response. TRICARE regulation requires that your facility meet all of the program requirements listed below. **A "yes" response indicates that your facility has reviewed the TRICARE standards for the facility type for which you are applying, and attests that your program(s) meets these standards.** The TRICARE Standards were included for your reference in the application packet. Each requirement below lists the specific standard to which you should refer.

4.1 Program Requirements for All Facilities:

PROGRAM REQUIREMENTS	RESPONSE
a. Does the facility/program have a valid state or federal license to operate? *Refer to TRICARE Standard I.B.*	☐ Yes ☐ No
b. Does the program(s) comply with all TRICARE charting requirements, including weekly notes by the physician or doctoral level psychologist? Note: Inpatient detoxification programs must have daily physician notes. *Refer to TRICARE Standard II.K for all charting requirements*	☐ Yes ☐ No
c. Does the facility have a written agreement with an ambulance company to provide emergency transportation? *Refer to TRICARE Standard II.M.1*	☐ Yes ☐ No
d. Does the facility have a written agreement with an authorized hospital for emergency	

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medical/surgical and mental health care? ☐ Yes ☐ No
Refer to TRICARE Standard II.M.1

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e. Does the facility make available during service hours, either directly or through contractual arrangement, the physical health services necessary for patient evaluation and treatment? ☐ Yes ☐ No
Refer to TRICARE Standard II.M.2

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f. When appropriate, does the facility provide, or contract for all pharmacy services? ☐ Yes ☐ No

Note: Psychiatric Partial Hospitalization Programs (PHPs) and Substance Use Partial Hospitalization Programs (SUPHs) are not required to provide pharmacy services; PHPs and SUPHs may answer no to this question if patients are responsible for their own medications.
Refer to TRICARE Standard II.M.3

5.0 Documentation Requirements: Please submit the following documents with this application. We have included a "Documentation Checklist" to assist in compiling a complete application. Documents may be provided on diskette as computer generated files, or as scanned documents, or you may provide hard copies.

Document A: Provide a copy of the most recent JCAHO accreditation letter using the *Comprehensive Accreditation Manual for Behavioral Health Care*. Include the survey findings and recommendations including Type I and Type II recommendations. For SUDRFs, provide a copy of the most recent JCAHO accreditation letter using the *Comprehensive Accreditation Manual for Behavioral Health Care* or the CARF accreditation letter, survey findings, and recommendations to include Type I and Type II recommendations.
Refer to TRICARE Standard I.B

Note: TRICARE standards require that facilities have JCAHO accreditation under the *Comprehensive Accreditation Manual for Behavioral Health Care*. Accreditation under only the *Comprehensive Accreditation Manual for Hospitals* is not sufficient.

Document B: Provide a copy of the mission statement, philosophy, goals, objectives, and organizational chart. *Refer to TRICARE Standard I.C and I.D*

Document C: Provide a copy of the program's Plan for Professional Services.

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Refer to TRICARE Standards I.D and II.B

Document D: Provide resumes or curriculum vitae for the Administrator/Chief Executive Officer, Medical Director(s), and Clinical Director(s), if applicable.
Refer to TRICARE Standards I.D, I.E, and I.F

Document E: Staffing Tables

Complete the attached staffing table for each program requesting certification. The staffing table MUST include each staff member's name, educational degree, position, hours worked per week, program/unit to which staff member is assigned, hours worked on each program, type of license/certification, and license/certification number.
Refer to TRICARE Standards II.A and II.B

Please remember to include all clinical staff, including physicians, nurses, therapists, activity therapists, mental health workers, and teachers. Therapists must be master's prepared and licensed or certified by the state in which the facility is located. If they are unlicensed, your facility must confirm that the unlicensed therapists are actively working towards licensure and receive weekly, documented supervision with their clinical entries countersigned. Activity therapists must be bachelor's prepared and licensed or certified nationally or by the state in which the facility is located. Teachers must be bachelor's prepared and certified by the state in which the facility is located.

RTCs must also include a copy of the RTC nursing schedule for the month prior to the month in which this application is submitted to document that registered nursing coverage is maintained 24 hours per day for the RTC.

Document F: Provide a copy of written policies and procedures for behavioral management. Include policies related to seclusion, restraint, time-out, and other special treatment procedures. Include a description of any level systems used in the program(s). *Refer to TRICARE Standard II.D*

Note: TRICARE standards require that physician orders for seclusion or restraint, including physical restraint be obtained within 30 minutes of implementation for RTCs and within one hour for PHPs and SUDRFs.

Document G: Provide a copy of the admission criteria. Also, provide copies of all parent information provided.
Refer to TRICARE Standard II.E

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Document H: Provide a copy of written policies for patient assessments. Include time frames for completion of all patient assessments, **including a clinical formulation** and the staff member responsible for completing each assessment. Include a copy of all assessments.
Refer to TRICARE Standards II.F and II.G

Document I: Provide a copy of written policies for treatment planning. Include a blank treatment plan form and time frames for completion. *Refer to TRICARE Standard II.H*

Document J: Provide a program schedule and program narrative for each program requesting certification.
The program schedule must include the names of staff designated to lead each group that is listed on the schedule. *Refer to TRICARE Standard II.L*

Note: Psychotherapy groups must be provided and must be led by master's prepared professionals. Activity therapy groups must also be provided. PHPs and RTCs must provide a range of activity therapy groups each week that are led by a bachelor's prepared certified activity, occupational, or expressive therapist. SUDRFs must provide a range of activity therapy groups that are supervised and directed by a bachelor's prepared certified activity, occupational, or expressive therapist. RTCs must provide clinical services SEVEN days per week, which must include an activity therapy group or a psychotherapy group.

Document K: Provide a description of the academic educational program(s) for children and adolescents, including type, location, and provider of this program. *Refer to TRICARE Standard II.L*

Document L: Provide a copy of the floor plan of the program(s) requesting certification. If the facility is in multiple buildings, clearly designate the buildings by address and location. **Label the programs and the room space on the floor plan.** *Refer to TRICARE Standards III.A and III.B*

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STAFFING TABLE

Name	Degree	Position	Hours/ Week	Program/ Unit Name	Hours/ Program	Type of License/ Certification	License/ Certification No.

TRICARE Quality Monitoring Contract (TQMC) 4Rel

DOCUMENTATION CHECKLIST

We have included this checklist to assist you in compiling a complete application.

No.	Description	
A	JCAHO or CARF for SUDRFs, accreditation letter, survey findings, recommendations, and plan of correction	☐
B	Mission statement, philosophy, goals, objectives, and organizational chart	☐
C	Plan for professional services	☐
D	Resumes: administrator (CEO), medical director, clinical director	☐
E	Staffing table	☐
F	Behavioral management policies, including seclusion, restraint, and other special treatment procedures (STPs)	☐
G	Admission criteria	☐
H	Patient assessments policies	☐
I	Treatment planning policies	☐
J	Program narrative(s) and program schedule(s) with the names of staff designated to lead each group	☐
K	Description of academic educational programs	☐
L	Floor plan	☐

TRICARE Quality Monitoring Contract (TQMC) 4Rel

TRICARE MANAGEMENT ACTIVITY (TMA)

OWNERSHIP CHANGE APPLICATION FOR A TRICARE-CERTIFIED FACILITY

Facility_____

Please check one appropriate facility/program:

- ☐ Psychiatric partial hospitalization program (PHP)
  - ☐ Hospital-based PHP
  - ☐ Freestanding PHP
- ☐ Residential treatment center (RTC)
- ☐ Substance use disorder rehabilitation facility (SUDRF)

All applications must be signed and dated by the Chief Executive Officer.

The above-named facility has made an ownership change application to continue to provide care under TRICARE certification. The signee certifies that the information contained in this application is true and accurately represents the above-named facility.

_____ _____

Chief Executive Officer Date

TRICARE Quality Monitoring Contract (TQMC) 4Rel

OWNERSHIP CHANGE APPLICATION FOR A TRICARE-CERTIFIED FACILITY

Instructions: To allow us to process this application, you must complete all sections of the application.

1.0 Identifying Information:

1.1 Provide the full name, address, IRS tax ID or NPI as appropriate, telephone number, facsimile number, e-mail address, and website address for your facility.

Name of facility PRIOR to ownership change

Name of facility AFTER ownership change Effective Date of ownership change

Doing business as (dba)

Physical Address of TRICARE certified program* City State Zip

Mailing Address (if different) City State Zip

Telephone Number Facsimile Number E-mail address Website Address

PREVIOUS IRS Tax ID Number (EIN)* or NPI as appropriate **NEW** IRS Tax ID Number

* Facilities with programs located at multiple locations must submit a separate complete ownership change application for each location.

1.2 Send All Correspondence To:

Point of Contact Name Title

Street Address PO Box Number

City State Zip

Telephone Number Facsimile Number E-Mail Address

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1.3 Corporate Ownership: If the new owner of your facility is a corporation, provide the full name, mailing address, telephone number, and IRS tax ID number or NPI as appropriate of the corporate owner or affiliate.

Name of Corporation

Street Address | PO Box Number

City | State | Zip Code

Telephone Number | IRS Tax ID (EIN)

2.0 Composition of Administration: Provide the names, graduate and post-graduate degrees for the new administrative personnel of this facility.

Chief Executive Officer (CEO) | Degree(s)

Medical Director(s) | Degree(s)

Clinical Director(s) (If Applicable)* | Degree(s)

*TRICARE standards for PHPs and RTCs require that the clinical director be a psychiatrist or doctoral level psychologist. The medical director may also serve as the clinical director if he/she fulfills the responsibilities of the clinical director as stated in TRICARE standard I.F for RTCs and TRICARE standard I.E for PHPs. TRICARE Standards for SUDRFs require that the clinical director meet one of the following requirements: is a physician with certification by ASAM, is a physician with one year or 1,000 hours of experience in the treatment of psychoactive substance use disorders, or is a psychiatrist or doctoral level psychologist. The medical director may also serve as the clinical director if he/she fulfills the responsibilities of the clinical director as stated in TRICARE standard I.F for SUDRFs.

3.0 Facility Description

3.1 Does the program(s) requesting certification share physical space or program schedules with other programs such as acute care, RTC, inpatient rehabilitation, or substance use partial hospitalization?

☐ Yes ☐ No If yes, please describe.

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3.2 Program/Unit Information: Complete the table below for each program(s)/units(s) that you are requesting to remain certified under the new ownership.

Program/Unit Name	Days of Operation	Hours of Operation	Capacity* M	F	Total	Age Range From	To

* Capacity is defined as the maximum number and mix of patients for whom the program is designed to provide services.

3.3 Specific Requirements for PHPs: PHPs are required to complete section 3.3. RTCs and SUDRFs do not need to complete this section.

PROGRAM REQUIREMENTS	RESPONSE	DOCUMENTATION LOCATION
Does the facility provide academic educational services?	☐ Yes* ☐ No	

*If yes, please indicate the number of hours per day of academic education.

Program name _____ Hours/day_____

Program name_____ Hours/day_____

Program name_____ Hours/day_____

All facilities must respond to the following sections:

3.4 Specialty programs offered: List any specialty tracks that are included within the program(s) requesting certification (example: dual diagnosis track).

4.0 Program Requirements: Check the appropriate response. Your facility must continue to meet TRICARE standards under the new ownership. **A "yes" response indicates that your facility has reviewed the TRICARE standards for the facility type for which you are applying, and attests that your program(s) meets these standards.** The TRICARE Standards were included for your reference in the application packet. Each requirement below lists the specific standard to which you should refer.

4.1 Program Requirements for All Facilities:

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PROGRAM REQUIREMENTS	RESPONSE
a. Does the facility/program have a valid state or federal license to operate under the new ownership? *Refer to TRICARE Standard I.B.*	☐ Yes ☐ No
b. Does the program(s) comply with all TRICARE charting requirements, including weekly notes by the physician or doctoral level psychologist? Note: Inpatient detoxification programs require daily physician notes. *Refer to TRICARE Standard II.K for all charting requirements*	☐ Yes ☐ No
c. Does the facility have a written agreement with an ambulance company to provide emergency transportation? *Refer to TRICARE Standard II.M.1*	☐ Yes ☐ No
d. Does the facility have a written agreement with an authorized hospital for emergency medical/surgical and mental health care? *Refer to TRICARE Standard II.M.1*	☐ Yes ☐ No
e. Does the facility make available during service hours, either directly or through contractual arrangement, the physical health services necessary for patient evaluation and treatment? *Refer to TRICARE Standard II.M.2*	☐ Yes ☐ No
f. When appropriate, does the facility provide, or contract for all pharmacy services? Note: Psychiatric Partial Hospitalization Programs (PHPs) and Substance Use Partial Hospitalization Programs (SUPHs) are not required to provide pharmacy services; PHPs and SUPHs may answer no to this question if patients are responsible for their own medications. *Refer to TRICARE Standard II.M.3*	☐ Yes ☐ No

5.0 Documentation Requirements: Please submit the following documents with this ownership change application. We have included a "Documentation Checklist" to assist you in compiling a complete application. Documents may be provided on diskette as computer generated files, or as scanned documents, or you may provide hard copies.

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Document A: JCAHO Accreditation: RTCs and PHPs must submit documentation to confirm that the JCAHO has been informed of your ownership change. **Submit a copy of the letter from JCAHO which confirms that they have been notified of your ownership change and that your program remains accredited by the JCAHO under the *Comprehensive Accreditation Manual for Behavioral Health Care.*** SUDRFs must submit documentation to confirm that JCAHO or CARF has been informed of the ownership change, and **you must submit a copy of the letter from JCAHO or CARF which confirms that your program remains JCAHO accredited under the *Comprehensive Accreditation Manual for Behavioral Health Care* or CARF accredited.**
Refer to TRICARE Standard I.B

Note: TRICARE standards require that facilities have JCAHO accreditation under the *Comprehensive Accreditation Manual for Behavioral Health Care*. Accreditation under the *Comprehensive Accreditation Manual for Hospitals* is not sufficient.

Document B: Provide a copy of the mission statement, philosophy, goals, objectives, and organizational chart under only the new ownership. *Refer to TRICARE Standard I.C and I.D*

Document C: Provide resumes or curriculum vitae for the Administrator/Chief Executive Officer, Medical Director(s), and Clinical Director(s), if applicable.
Refer to TRICARE Standards I.D, I.E, and I.F

Document D: Staffing Table

Complete the attached staffing table for each program requesting certification. The staffing table MUST include each staff member's name, educational degree, position, hours worked per week, program/unit to which staff member is assigned, hours worked on each program, type of license/certification, and license/certification number.
Refer to TRICARE Standards II.A and II.B.

Please remember to include all clinical staff, including physicians, nurses, therapists, activity therapists, mental health workers, and teachers. Therapists must be master's prepared and licensed or certified by the state in which the facility is located. If they are unlicensed, your facility must confirm that the unlicensed therapists are actively working towards licensure and receive weekly, documented supervision with their clinical entries countersigned. Activity therapists must be bachelor's prepared and licensed or certified nationally or by the state in which the facility is located. Teachers must be bachelor's prepared and certified by the state in which the facility is located.

TRICARE Quality Monitoring Contract (TQMC) 4Rel

RTCs must also include a copy of the RTC nursing schedule for the month prior to the month in which this application is submitted to document that registered nursing coverage is maintained 24 hours per day for the RTC.

Document E: Provide a program schedule and program narrative for each program requesting certification.

The program schedule must include the names of staff designated to lead each group that is listed on the schedule. *Refer to TRICARE Standard II.L*

Note: Psychotherapy groups must be provided and must be led by master's prepared professionals. Activity therapy groups must also be provided. PHPs and RTCs must provide a range of activity therapy groups each week that are led by a bachelor's prepared certified activity, occupational, or expressive therapist. SUDRFs must provide a range of activity therapy groups that are supervised and directed by a bachelor's prepared certified activity, occupational, or expressive therapist. RTCs must provide clinical services SEVEN days per week, which must include either an activity therapy group or a psychotherapy group.

Document F: Provide a copy of the floor plan of the program(s) requesting certification. If the facility is in multiple buildings, clearly designate the buildings by address and location. **Label the programs and room space on the floor plan.** *Refer to TRICARE Standards III.A and III.B*

Document G: Provide any additional information regarding program changes, which have occurred as a result of the ownership change.

TRICARE Quality Monitoring Contract (TQMC) 4Rel

STAFFING TABLE

Name	Degree	Position	Hours/ Week	Program/ Unit Name	Hours/ Program	Type of License/ Certification	License/ Certification No.

TRICARE Quality Monitoring Contract (TQMC) 4Rel

DOCUMENTATION CHECKLIST

We have included this checklist to assist you in compiling a complete application.

No.	Description	
A	JCAHO or CARF notification of ownership change	☐
B	Mission statement, philosophy, goals, objectives, and organizational chart	☐
C	Resumes: administrator (CEO), medical director, clinical director	☐
D	Staffing table	☐
E	Program narrative(s) and program schedule(s) with the names of staff designated to lead each group	☐
F	Floor plan	☐
G	Any additional information regarding changes	☐

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Department of Labor
Wage Determination

TRICARE Quality Monitoring Contract (TQMC) 4Rel

WD 05-2447 (Rev.-9) was first posted on www.wdol.gov on 01/12/2010

REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

Shirley F. Ebbesen
Director

Division of
Wage Determinations

Wage Determination No.: 2005-2447
Revision No.: 9
Date Of Revision: 01/07/2010

State: Pennsylvania

Area: Pennsylvania Counties of Berks, Cumberland, Dauphin, Juniata, Lancaster, Lebanon, Mifflin, Montour, Northumberland, Perry, Snyder, Union

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.81
01012 - Accounting Clerk II		16.64
01013 - Accounting Clerk III		18.60
01020 - Administrative Assistant		21.90
01040 - Court Reporter		20.46
01051 - Data Entry Operator I		11.57
01052 - Data Entry Operator II		13.16
01060 - Dispatcher, Motor Vehicle		17.56
01070 - Document Preparation Clerk		13.34
01090 - Duplicating Machine Operator		13.34
01111 - General Clerk I		11.55
01112 - General Clerk II		12.62
01113 - General Clerk III		14.16
01120 - Housing Referral Assistant		19.71
01141 - Messenger Courier		10.87
01191 - Order Clerk I		12.19
01192 - Order Clerk II		14.87
01261 - Personnel Assistant (Employment) I		15.01
01262 - Personnel Assistant (Employment) II		17.35
01263 - Personnel Assistant (Employment) III		19.36
01270 - Production Control Clerk		18.11
01280 - Receptionist		12.17
01290 - Rental Clerk		11.76
01300 - Scheduler, Maintenance		15.61
01311 - Secretary I		15.61
01312 - Secretary II		17.68
01313 - Secretary III		19.71
01320 - Service Order Dispatcher		16.34
01410 - Supply Technician		21.90
01420 - Survey Worker		13.98
01531 - Travel Clerk I		11.46
01532 - Travel Clerk II		12.29
01533 - Travel Clerk III		13.17
01611 - Word Processor I		14.25
01612 - Word Processor II		15.84
01613 - Word Processor III		17.68
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		18.68
05010 - Automotive Electrician		18.12
05040 - Automotive Glass Installer		17.37

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05070 - Automotive Worker	17.37
05110 - Mobile Equipment Servicer	15.88
05130 - Motor Equipment Metal Mechanic	18.68
05160 - Motor Equipment Metal Worker	17.37
05190 - Motor Vehicle Mechanic	18.68
05220 - Motor Vehicle Mechanic Helper	15.12
05250 - Motor Vehicle Upholstery Worker	16.62
05280 - Motor Vehicle Wrecker	17.37
05310 - Painter, Automotive	18.12
05340 - Radiator Repair Specialist	17.37
05370 - Tire Repairer	14.53
05400 - Transmission Repair Specialist	18.68
07000 - Food Preparation And Service Occupations	
07010 - Baker	12.53
07041 - Cook I	10.87
07042 - Cook II	11.90
07070 - Dishwasher	8.54
07130 - Food Service Worker	9.19
07210 - Meat Cutter	15.48
07260 - Waiter/Waitress	8.06
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	17.16
09040 - Furniture Handler	13.15
09080 - Furniture Refinisher	17.16
09090 - Furniture Refinisher Helper	14.32
09110 - Furniture Repairer, Minor	15.74
09130 - Upholsterer	17.76
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	10.21
11060 - Elevator Operator	10.21
11090 - Gardener	14.73
11122 - Housekeeping Aide	11.22
11150 - Janitor	12.29
11210 - Laborer, Grounds Maintenance	12.18
11240 - Maid or Houseman	9.04
11260 - Pruner	11.32
11270 - Tractor Operator	13.89
11330 - Trail Maintenance Worker	12.18
11360 - Window Cleaner	12.61
12000 - Health Occupations	
12010 - Ambulance Driver	13.21
12011 - Breath Alcohol Technician	16.44
12012 - Certified Occupational Therapist Assistant	20.56
12015 - Certified Physical Therapist Assistant	20.19
12020 - Dental Assistant	15.04
12025 - Dental Hygienist	25.84
12030 - EKG Technician	20.41
12035 - Electroneurodiagnostic Technologist	20.41
12040 - Emergency Medical Technician	13.21
12071 - Licensed Practical Nurse I	15.15
12072 - Licensed Practical Nurse II	16.94
12073 - Licensed Practical Nurse III	18.91
12100 - Medical Assistant	12.98
12130 - Medical Laboratory Technician	14.94
12160 - Medical Record Clerk	13.99
12190 - Medical Record Technician	14.00
12195 - Medical Transcriptionist	14.08
12210 - Nuclear Medicine Technologist	27.14
12221 - Nursing Assistant I	9.38
12222 - Nursing Assistant II	10.54
12223 - Nursing Assistant III	11.51

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12224 - Nursing Assistant IV		13.78
12235 - Optical Dispenser		16.46
12236 - Optical Technician		14.97
12250 - Pharmacy Technician		12.29
12280 - Phlebotomist		13.78
12305 - Radiologic Technologist		24.57
12311 - Registered Nurse I		22.46
12312 - Registered Nurse II		27.48
12313 - Registered Nurse II, Specialist		27.48
12314 - Registered Nurse III		33.27
12315 - Registered Nurse III, Anesthetist		33.27
12316 - Registered Nurse IV		38.98
12317 - Scheduler (Drug and Alcohol Testing)		18.87
13000 - Information And Arts Occupations		
13011 - Exhibits Specialist I		17.32
13012 - Exhibits Specialist II		21.46
13013 - Exhibits Specialist III		26.26
13041 - Illustrator I		17.32
13042 - Illustrator II		21.46
13043 - Illustrator III		26.26
13047 - Librarian		23.79
13050 - Library Aide/Clerk		10.50
13054 - Library Information Technology Systems Administrator		21.46
13058 - Library Technician		13.77
13061 - Media Specialist I		15.49
13062 - Media Specialist II		17.32
13063 - Media Specialist III		19.32
13071 - Photographer I		17.17
13072 - Photographer II		19.67
13073 - Photographer III		21.87
13074 - Photographer IV		26.75
13075 - Photographer V		32.37
13110 - Video Teleconference Technician		17.53
14000 - Information Technology Occupations		
14041 - Computer Operator I		15.89
14042 - Computer Operator II		17.77
14043 - Computer Operator III		19.81
14044 - Computer Operator IV		22.00
14045 - Computer Operator V		24.38
14071 - Computer Programmer I	(see 1)	21.66
14072 - Computer Programmer II	(see 1)	26.62
14073 - Computer Programmer III	(see 1)	
14074 - Computer Programmer IV	(see 1)	
14101 - Computer Systems Analyst I	(see 1)	
14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		15.89
14160 - Personal Computer Support Technician		17.62
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		27.61
15020 - Aircrew Training Devices Instructor (Rated)		33.42
15030 - Air Crew Training Devices Instructor (Pilot)		39.56
15050 - Computer Based Training Specialist / Instructor		27.61
15060 - Educational Technologist		27.95
15070 - Flight Instructor (Pilot)		39.56
15080 - Graphic Artist		18.23
15090 - Technical Instructor		21.93
15095 - Technical Instructor/Course Developer		26.85
15110 - Test Proctor		17.72
15120 - Tutor		17.72

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16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	8.96
16030 - Counter Attendant	8.96
16040 - Dry Cleaner	11.51
16070 - Finisher, Flatwork, Machine	8.96
16090 - Presser, Hand	8.96
16110 - Presser, Machine, Drycleaning	8.96
16130 - Presser, Machine, Shirts	8.96
16160 - Presser, Machine, Wearing Apparel, Laundry	8.96
16190 - Sewing Machine Operator	12.25
16220 - Tailor	12.94
16250 - Washer, Machine	9.80
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	18.47
19040 - Tool And Die Maker	20.95
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	14.59
21030 - Material Coordinator	19.92
21040 - Material Expediter	19.92
21050 - Material Handling Laborer	15.44
21071 - Order Filler	11.42
21080 - Production Line Worker (Food Processing)	14.59
21110 - Shipping Packer	13.40
21130 - Shipping/Receiving Clerk	13.40
21140 - Store Worker I	12.55
21150 - Stock Clerk	15.71
21210 - Tools And Parts Attendant	14.59
21410 - Warehouse Specialist	14.59
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	23.48
23021 - Aircraft Mechanic I	21.53
23022 - Aircraft Mechanic II	23.48
23023 - Aircraft Mechanic III	23.73
23040 - Aircraft Mechanic Helper	17.43
23050 - Aircraft, Painter	20.51
23060 - Aircraft Servicer	19.16
23080 - Aircraft Worker	20.03
23110 - Appliance Mechanic	20.77
23120 - Bicycle Repairer	14.53
23125 - Cable Splicer	27.90
23130 - Carpenter, Maintenance	19.13
23140 - Carpet Layer	17.11
23160 - Electrician, Maintenance	22.89
23181 - Electronics Technician Maintenance I	20.48
23182 - Electronics Technician Maintenance II	22.01
23183 - Electronics Technician Maintenance III	26.64
23260 - Fabric Worker	17.95
23290 - Fire Alarm System Mechanic	19.93
23310 - Fire Extinguisher Repairer	16.94
23311 - Fuel Distribution System Mechanic	23.48
23312 - Fuel Distribution System Operator	19.02
23370 - General Maintenance Worker	16.76
23380 - Ground Support Equipment Mechanic	21.53
23381 - Ground Support Equipment Servicer	19.16
23382 - Ground Support Equipment Worker	20.03
23391 - Gunsmith I	16.94
23392 - Gunsmith II	18.95
23393 - Gunsmith III	20.94
23410 - Heating, Ventilation And Air-Conditioning Mechanic	19.24
23411 - Heating, Ventilation And Air Contditioning	21.24

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Mechanic (Research Facility)	
23430 - Heavy Equipment Mechanic	22.31
23440 - Heavy Equipment Operator	19.46
23460 - Instrument Mechanic	19.93
23465 - Laboratory/Shelter Mechanic	19.96
23470 - Laborer	14.89
23510 - Locksmith	18.32
23530 - Machinery Maintenance Mechanic	20.20
23550 - Machinist, Maintenance	20.59
23580 - Maintenance Trades Helper	14.32
23591 - Metrology Technician I	19.93
23592 - Metrology Technician II	20.86
23593 - Metrology Technician III	21.82
23640 - Millwright	22.58
23710 - Office Appliance Repairer	21.44
23760 - Painter, Maintenance	18.98
23790 - Pipefitter, Maintenance	22.50
23810 - Plumber, Maintenance	21.17
23820 - Pneudraulic Systems Mechanic	20.94
23850 - Rigger	20.94
23870 - Scale Mechanic	18.95
23890 - Sheet-Metal Worker, Maintenance	21.46
23910 - Small Engine Mechanic	16.45
23931 - Telecommunications Mechanic I	26.92
23932 - Telecommunications Mechanic II	27.98
23950 - Telephone Lineman	22.87
23960 - Welder, Combination, Maintenance	17.69
23965 - Well Driller	20.28
23970 - Woodcraft Worker	20.94
23980 - Woodworker	15.04
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	11.43
24580 - Child Care Center Clerk	16.23
24610 - Chore Aide	11.03
24620 - Family Readiness And Support Services Coordinator	15.66
24630 - Homemaker	16.73
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	20.94
25040 - Sewage Plant Operator	18.13
25070 - Stationary Engineer	20.94
25190 - Ventilation Equipment Tender	15.45
25210 - Water Treatment Plant Operator	18.13
27000 - Protective Service Occupations	
27004 - Alarm Monitor	15.58
27007 - Baggage Inspector	11.38
27008 - Corrections Officer	22.18
27010 - Court Security Officer	22.18
27030 - Detection Dog Handler	16.29
27040 - Detention Officer	22.18
27070 - Firefighter	20.45
27101 - Guard I	11.38
27102 - Guard II	16.29
27131 - Police Officer I	26.75
27132 - Police Officer II	29.73
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	10.15
28042 - Carnival Equipment Repairer	11.17
28043 - Carnival Equpment Worker	8.66
28210 - Gate Attendant/Gate Tender	14.00
28310 - Lifeguard	11.03

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28350 - Park Attendant (Aide)		14.24
28510 - Recreation Aide/Health Facility Attendant		11.10
28515 - Recreation Specialist		12.57
28630 - Sports Official		11.65
28690 - Swimming Pool Operator		18.30
29000 - Stevedoring/Longshoremen Occupational Services		
29010 - Blocker And Bracer		18.35
29020 - Hatch Tender		18.35
29030 - Line Handler		18.35
29041 - Stevedore I		17.49
29042 - Stevedore II		19.07
30000 - Technical Occupations		
30010 - Air Traffic Control Specialist, Center (HFO)	(see 2)	35.15
30011 - Air Traffic Control Specialist, Station (HFO)	(see 2)	24.24
30012 - Air Traffic Control Specialist, Terminal (HFO)	(see 2)	26.69
30021 - Archeological Technician I		16.75
30022 - Archeological Technician II		19.39
30023 - Archeological Technician III		22.84
30030 - Cartographic Technician		22.84
30040 - Civil Engineering Technician		22.90
30061 - Drafter/CAD Operator I		16.48
30062 - Drafter/CAD Operator II		18.82
30063 - Drafter/CAD Operator III		20.58
30064 - Drafter/CAD Operator IV		23.96
30081 - Engineering Technician I		14.87
30082 - Engineering Technician II		16.68
30083 - Engineering Technician III		18.66
30084 - Engineering Technician IV		23.17
30085 - Engineering Technician V		28.33
30086 - Engineering Technician VI		34.27
30090 - Environmental Technician		22.67
30210 - Laboratory Technician		21.22
30240 - Mathematical Technician		22.84
30361 - Paralegal/Legal Assistant I		17.56
30362 - Paralegal/Legal Assistant II		23.32
30363 - Paralegal/Legal Assistant III		28.53
30364 - Paralegal/Legal Assistant IV		34.52
30390 - Photo-Optics Technician		22.90
30461 - Technical Writer I		17.74
30462 - Technical Writer II		21.68
30463 - Technical Writer III		26.25
30491 - Unexploded Ordnance (UXO) Technician I		22.34
30492 - Unexploded Ordnance (UXO) Technician II		27.03
30493 - Unexploded Ordnance (UXO) Technician III		32.40
30494 - Unexploded (UXO) Safety Escort		22.34
30495 - Unexploded (UXO) Sweep Personnel		22.34
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2)	20.15
30621 - Weather Observer, Senior	(see 2)	22.40
31000 - Transportation/Mobile Equipment Operation Occupations		
31020 - Bus Aide		11.27
31030 - Bus Driver		14.49
31043 - Driver Courier		13.24
31260 - Parking and Lot Attendant		9.56
31290 - Shuttle Bus Driver		14.08
31310 - Taxi Driver		9.00
31361 - Truckdriver, Light		14.08
31362 - Truckdriver, Medium		18.05
31363 - Truckdriver, Heavy		18.55
31364 - Truckdriver, Tractor-Trailer		18.55
99000 - Miscellaneous Occupations		

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99030 - Cashier	8.36
99050 - Desk Clerk	9.81
99095 - Embalmer	25.36
99251 - Laboratory Animal Caretaker I	9.46
99252 - Laboratory Animal Caretaker II	10.04
99310 - Mortician	27.87
99410 - Pest Controller	14.44
99510 - Photofinishing Worker	9.57
99710 - Recycling Laborer	13.41
99711 - Recycling Specialist	15.28
99730 - Refuse Collector	12.45
99810 - Sales Clerk	11.34
99820 - School Crossing Guard	10.31
99830 - Survey Party Chief	19.81
99831 - Surveying Aide	13.57
99832 - Surveying Technician	17.47
99840 - Vending Machine Attendant	13.35
99841 - Vending Machine Repairer	15.35
99842 - Vending Machine Repairer Helper	13.35

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: $3.35 per hour or $134.00 per week or $580.66 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; and 3 weeks after 8 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than $27.63 (or on a salary or fee basis at a rate not less than $455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541. 400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds $27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage

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determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordinance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordance, explosives, and incendiary material differential pay.

** UNIFORM ALLOWANCE **

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made

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the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of $3.35 per week (or $.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at http://www.dol.gov/esa/whd/ or through the Wage Determinations On-Line (WDOL) Web site at http://wdol.gov/.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).

2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or

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notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

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Behavioral Health Facilities Listing

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Sample Monthly Mental Health Facilities Listing Report

Cover Letter:
Dear Colleague:
Attached please find the Monthly Facility Certification Listing as of MM/DD/YR of Psychiatric Partial Hospitalization Programs (PHP), Residential Treatment Centers (RTC), and Substance Use Disorder Rehabilitation Facilities (SUDRF),

The following table lists status changes which occurred during the course of the month of MM/YR.

Dba/ Facility Name	Change	Facility Type	State	Effective Date

The facilities listing document should identify the following characteristics of each certified facility;

State
Type of Facility (PHP, RTC, SUDRF)
Facility Name and address
Description of Population Served or Program
Gender accepted for treatment
Days of operation
Patient Bed Capacity
Initial Certification Date
Most Recent Recertification Date

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Part 1 - DIACAP Compliance Checklist - DoDI 8510.01, November 28, 2007

Part 2 - Business Associate Addendum

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Department of Defense

INSTRUCTION

NUMBER 8510.01
November 28, 2007

ASD(NII)/DoD CIO

SUBJECT: DoD Information Assurance Certification and Accreditation Process (DIACAP)

References:
(a) Subchapter III of Chapter 35 of title 44, United States Code, "Federal Information Security Management Act (FISMA) of 2002"
(b) DoD Directive 8500.01E, "Information Assurance (IA)," October 24, 2002
(c) DoD Directive 8100.1, "Global Information Grid (GIG) Overarching Policy," September 19, 2002
(d) DoD Instruction 8500.2, "Information Assurance (IA) Implementation," February 6, 2003
(e) through (ab), see Enclosure 1

1. PURPOSE

This Instruction:

1.1. Implements References (a), (b), (c), and (d) by establishing the DIACAP for authorizing the operation of DoD Information Systems (ISs).

1.2. Cancels DoD Instruction (DoDI) 5200.40; DoD 8510.1-M; and ASD(NII)/DoD CIO memorandum, "Interim Department of Defense (DoD) Information Assurance (IA) Certification and Accreditation (C&A) Process Guidance" (References (e), (f), and (g)).

1.3. Establishes or continues the following positions, panels, and working groups to implement the DIACAP: the Senior Information Assurance Officer (SIAO), the Principal Accrediting Authority (PAA), the Defense Information Systems Network (DISN)/Global Information Grid (GIG) Flag Panel, the IA Senior Leadership (IASL), the Defense (previously DISN) IA Security Accreditation Working Group (DSAWG), and the DIACAP Technical Advisory Group (TAG).

1.4. Establishes a C&A process to manage the implementation of IA capabilities and services and provide visibility of accreditation decisions regarding the operation of DoD ISs, including core enterprise services- and Web services-based software systems and applications.

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1.5. Prescribes the DIACAP to satisfy the requirements of Reference (a) and requires the Department of Defense to meet or exceed the standards required by the Office of Management and Budget (OMB) and the Secretary of Commerce, pursuant to Reference (a) and section 11331 of title 40, United States Code (Reference (h)).

2. APPLICABILITY AND SCOPE

2.1. This Instruction applies to:

2.1.1. The Office of the Secretary of Defense (OSD), the Military Departments, the Office of the Chairman of the Joint Chiefs of Staff, the Combatant Commands, the Office of the Inspector General (IG) of the Department of Defense, the Defense Agencies, the DoD Field Activities, and all other organizational entities within the Department of Defense (hereafter referred to collectively as the "DoD Components").

2.1.2. DoD-owned ISs and DoD-controlled ISs operated by a contractor or other entity on behalf of the Department of Defense that receive, process, store, display, or transmit DoD information, regardless of classification or sensitivity, consistent with Reference (b).

2.2. Nothing in this Instruction shall alter or supersede the existing authorities and policies of the Director of National Intelligence regarding the protection of Sensitive Compartmented Information (SCI) and special access programs for intelligence as directed by Executive Order 12333 (Reference (i)) and other laws and regulations. The application of the provisions and procedures of this Instruction to SCI or other intelligence ISs is encouraged where they may complement or discuss areas not otherwise specifically addressed.

3. DEFINITIONS

Terms used in this Instruction are defined in Enclosure 2.

4. POLICY

It is DoD policy that:

4.1. The Department of Defense shall certify and accredit ISs through an enterprise process for identifying, implementing, and managing IA capabilities and services. IA capabilities and services are expressed as IA controls as defined in Reference (d). IA controls are maintained through a DoD-wide configuration control and management (CCM) process that considers the GIG architecture and risk assessments that are conducted at DoD-wide, mission area (MA), DoD Component, and IS levels consistent with Reference (a).

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4.2. The Department of Defense shall establish and use an enterprise decision structure for IA C&A that includes and integrates GIG MAs pursuant to DoD Directive (DoDD) 8115.01 (Reference (j)) and the DIACAP governance process prescribed in this Instruction.

4.3. The DIACAP shall support the transition of DoD ISs to GIG standards and a net-centric environment while enabling assured information sharing by:

4.3.1. Providing a standard C&A approach.

4.3.2. Providing guidance on managing and disseminating enterprise standards and guidelines for IA design, implementation, configuration, validation, operational sustainment, and reporting.

4.3.3. Accommodating diverse ISs in a dynamic environment.

4.4. All DoD-owned or -controlled ISs shall be under the governance of a DoD Component IA program in accordance with Reference (d). The DoD Component IA program shall be the primary mechanism for ensuring enterprise visibility and synchronization of the DIACAP.

4.5. All DoD ISs shall be implemented using the baseline DoD IA controls in accordance with Reference (d). The baseline DoD IA controls may be augmented if required to address localized threats or vulnerabilities.

4.6. A DIACAP Scorecard with a manual or DoD Public Key Infrastructure (PKI)-certified digital signature shall be visible to the DoD Chief Information Officer (CIO) and the DoD Component CIOs. The DIACAP Scorecard shall document the designated accrediting authority (DAA) accreditation decision as well as the results of the implementation of required baseline IA controls and additional IA controls that may be required by the DoD Component or local IS.

4.7. An Information Technology (IT) Security Plan of Action and Milestones (POA&M) shall be developed and maintained to record the status of any corrective actions directed in association with an accreditation decision.

4.8. The accreditation status and supporting DIACAP Package of DoD ISs shall be made available to interconnecting ISs, if requested, to support DAA accreditation decisions and to the Office of the IG DoD for audit and Federal Information Security Management Act (FISMA) assessment purposes.

4.9. All DoD ISs with an authorization to operate (ATO) shall be reviewed annually to confirm that the IA posture of the IS remains acceptable. Reviews will include validation of IA controls and be documented in writing.

4.10. Resources for implementing the DIACAP shall be identified and allocated as part of the Defense planning, programming, budgeting, and execution process.

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4.11. Contracts for systems, services, and programs covered by this Instruction shall include clauses requiring compliance with the DIACAP. Failure to include such clauses is not justification for DIACAP non-compliance.

5. RESPONSIBILITIES

5.1. The Assistant Secretary of Defense for Networks and Information Integration/DoD CIO (ASD(NII))/DoD CIO) shall:

5.1.1. Oversee implementation of this Instruction, distribute DIACAP information standards and sharing requirements, and manage the transition from the previous DoD C&A process (Reference (e)) to the DIACAP.

5.1.2. Conduct an annual assessment of DoD Component IA programs for presentation in the annual report to Congress required by Reference (a).

5.1.3. Appoint a PAA for DoD ISs governed by the Enterprise Information Environment MA (EIEMA).

5.1.4. Appoint a DoD SIAO corresponding to a senior agency information security officer in Reference (a).

5.1.5. Provide annual certification to the Secretary of Defense and Director of OMB confirming that the DIACAP process is current and more stringent than the standards required by the OMB and the Secretary of Commerce pursuant to Reference (a).

5.2. The DoD SIAO, under the authority, direction, and control of the ASD(NII)/DoD CIO, shall direct and coordinate the DoD IA Program (Reference (d)) and:

5.2.1. Ensure DoD ISs are assigned to and governed by a DoD Component IA program.

5.2.2. Advise, inform, and support the GIG PAAs and their representatives.

5.2.3. Establish and maintain a DIACAP CCM process, a DIACAP TAG, and an online DIACAP Knowledge Service (KS).

5.3. The Director, Defense Information Systems Agency (DISA), under the authority, direction, and control of the ASD(NII)/DoD CIO, shall:

5.3.1. Develop security technical configuration and implementation validation requirements and associated expected results for IT products and services and provide automated validation capabilities to the DoD Components for use in the DIACAP.

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5.3.2. Develop and provide DIACAP training and awareness products and a distributive training capability to support the DoD Components according to Reference (b) and DoDD 8570.1 (Reference (k)) and post the training materials on the IA Support Environment Web site (http://iase.disa.mil/).

5.3.3. Appoint a flag-level representative to the DISN/GIG Flag Panel (previously the DISN Flag Panel).

5.4. The Under Secretary of Defense for Acquisition, Technology, and Logistics (USD(AT&L)) shall:

5.4.1. Appoint a PAA for DoD ISs governed by the Business MA (BMA).

5.4.2. Participate in the DIACAP TAG to ensure that the DIACAP and execution of the responsibilities established in DoDI 5000.2 (Reference (l)) are mutually supportive.

5.5. The Under Secretary of Defense for Intelligence (USD(I)) shall appoint a PAA for all DoD ISs governed by the Defense Intelligence MA (DIMA).

5.6. The Director, Defense Intelligence Agency, under the authority, direction, and control of the USD(I), shall appoint a flag-level representative to the DISN/GIG Flag Panel.

5.7. The Director, National Security Agency, under the authority, direction, and control of the USD(I), shall:

5.7.1. Develop the IA component of the GIG architecture (Reference (c)) and publish supporting implementation material in the DIACAP KS.

5.7.2. Engage the GIG IA capability, services provider, and user communities -- to include commercial, defense, and other government agencies -- to foster development and evaluation of IA implementation and validation solutions that support the DIACAP.

5.7.3. Ensure that IA security engineering services provided to the DoD Components support the DIACAP.

5.7.4. Appoint a flag-level representative to the DISN/GIG Flag Panel.

5.8. The Heads of the DoD Components shall:

5.8.1. Ensure DoD ISs under their purview comply with the DIACAP.

5.8.2. Operate only accredited ISs (i.e., those with a current ATO, interim authorization to operate (IATO), or interim authorization to test (IATT)).

5.8.3. Comply with all accreditation decisions, including denial of authorization to operate (DATO), and enforce authorization termination dates (ATD).

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5.8.4. Ensure that an annual assessment of the DoD Component IA program is conducted as required by Reference (a).

5.8.5. Appoint DAAs for DoD ISs under their purview.

5.8.6. Provide training and ensure appropriate professional certification for personnel engaged in or supporting the DIACAP is consistent with Reference (k) and supporting issuances.

5.8.7. Ensure that the information owner(s) appoints a user representative(s) (UR) for DoD ISs under the DoD Component's purview.

5.8.8. In the absence of a DoD Component CIO, appoint the SIAO.

5.9. The Chairman of the Joint Chiefs of Staff shall:

5.9.1. Appoint a PAA for DoD ISs governed by the Warfighting MA (WMA).

5.9.2. Ensure that Joint Capabilities Integration and Development System (JCIDS) implementation guidance requires DIACAP planning consistent with this Instruction.

5.10. The Commander, United States Strategic Command, shall:

5.10.1. Assign DAAs for space systems used by the Department of Defense in accordance with DoDD 8581.1 (Reference (m)).

5.10.2. Accredit IS processing, storing, or transmitting Nuclear Command and Control Extremely Sensitive Information (NC2-ESI) data.

5.10.3. Appoint a flag-level representative to the DISN/GIG Flag Panel.

5.11. The PAAs shall:

5.11.1. Represent the interests of the MA and, as required, issue accreditation guidance specific to the MA, consistent with this Instruction.

5.11.2. Appoint flag-level (e.g., general officer, senior executive) PAA Representatives to the DISN/GIG Flag Panel.

5.11.3. Resolve accreditation issues within their respective MAs and work with other PAAs to resolve issues among MAs, as needed.

5.11.4. Designate DAAs for MA ISs, if required, in coordination with appropriate DoD Components.

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5.12. The PAA Representatives shall:

5.12.1. Serve as members of the DISN/GIG Flag Panel.

5.12.2. Provide MA-related guidance to DAAs, Milestone Decision Authorities (Reference (j)), the DSAWG, and the DIACAP TAG.

5.12.3. Advise the corresponding MA PAAs and assist the ASD(NII)/DoD CIO and SIAO in assessing the effectiveness of GIG IA capabilities.

5.13. The DoD Component CIOs shall:

5.13.1. Appoint a DoD Component SIAO in accordance with Reference (a) to direct and coordinate the DoD Component IA program consistent with the strategy and direction of the Defense-wide Information Assurance Program (DIAP).

5.13.2. Ensure that implementation and validation of IA controls through the DIACAP are incorporated as an element of the DoD Component IS life-cycle management processes.

5.13.3. Ensure that the C&A status of the DoD Component ISs is visible to the ASD(NII)/DoD CIO and PAAs.

5.13.4. Ensure collaboration and cooperation between the DoD Component IA program and the PAA and DAA structure.

5.13.5. Verify that a program or system manager is identified for each DoD Component IS.

5.13.6. Establish and manage an IT Security POA&M program.

5.14. The DoD Component SIAOs, under the authority, direction, and control of the DoD Component CIOs, shall:

5.14.1. Establish and enforce the C&A process within the DoD Component IA program.

5.14.2. Ensure DoD Component-level participation in the DIACAP TAG.

5.14.3. Track the C&A status of ISs that are governed by the DoD Component IA program.

5.14.4. Establish and manage a coordinated IA certification process for ISs governed by the DoD Component IA program. This includes but is not limited to:

5.14.4.1. Functioning as the certifying authority (CA) or formally delegating CA for governed ISs.

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5.14.4.2. Ensuring and overseeing a qualified certification cadre (e.g., validators, analysts, CA representatives).

5.14.4.3. Identifying and recommending changes and improvements to certification and validation procedures to the TAG for inclusion in the DIACAP KS.

5.14.4.4. Ensuring that DoD Component certification guidance is posted to the DoD Component portion of the KS.

5.14.5. Serve as the single IA coordination point for joint or Defense-wide programs that are deploying ISs to DoD Component enclaves.

5.15. The DAAs, in addition to the responsibilities established in Reference (d), shall:

5.15.1. Comply with DISN/GIG Flag Panel direction issued on behalf of the GIG MA PAAs.

5.15.2. Ensure a DIACAP package is initiated and completed for assigned ISs.

5.15.3. Ensure assigned DoD ISs comply with applicable DoD baseline IA controls.

5.15.4. Ensure security classification guides are established according to DoD 5200.1-R (Reference (n)).

5.15.5. Authorize or deny operation or testing of assigned DoD ISs. Coordinate with the Director, Operational Test and Evaluation before denying IATT.

5.16. The Program Manager (PM) or System Manager (SM) for DoD ISs shall:

5.16.1. Ensure that each assigned DoD IS has a designated IA manager (IAM) with the support, authority, and resources to satisfy the responsibilities established in Reference (d) and this Instruction.

5.16.2. Implement the DIACAP for assigned DoD ISs.

5.16.3. Plan and budget for IA controls implementation, validation, and sustainment throughout the system life cycle, including timely and effective configuration and vulnerability management.

5.16.4. Ensure that information system security engineering is employed to implement or modify the IA component of the system architecture in compliance with the IA component of the GIG Architecture (Reference (c)) and to make maximum use of enterprise IA capabilities and services.

5.16.5. Enforce DAA accreditation decisions for hosted or interconnected DoD ISs.

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5.16.6. Develop, track, resolve, and maintain the DIACAP Implementation Plan (DIP) for assigned DoD ISs.

5.16.7. Ensure IT Security POA&M development, tracking, and resolution.

5.16.8. Ensure annual reviews of assigned ISs required by FISMA are conducted.

5.17. The DoD IS URs shall:

5.17.1. Represent the operational interests of the user community in the DIACAP.

5.17.2. Support the IA controls assignment and validation process to ensure user community needs are met.

5.18. The IAMs, in addition to the responsibilities established in Reference (d), shall:

5.18.1. Support the PM or SM in implementing the DIACAP.

5.18.2. Advise and inform the governing DoD Component IA program on DoD ISs C&A status and issues.

5.18.3. Comply with the governing DoD Component IA program information and process requirements.

5.18.4. Provide direction to the IA Officer (IAO) in accordance with Reference (d).

5.18.5. Coordinate with the organization's Security Manager to ensure issues affecting the organization's overall security are addressed appropriately.

6. PROCEDURES

6.1. Background. This section describes the DoD procedures for identifying, implementing, validating, certifying, and managing IA capabilities and services, expressed as IA controls, and authorizing the operation of DoD ISs. It also describes the processes for configuration management of DoD IA controls and supporting implementation materials. DIACAP activities and roles are distributed across all levels of the DoD and GIG governance structures, as well as all stages of the life cycle of both the IA Component of the GIG (Reference (c)) and of individual ISs. DIACAP implementation is supported by the DIACAP KS, a Web-based DoD resource that provides the most current requirements, guidance, and tools for implementing and executing the DIACAP, including IA control implementation procedures. Enclosure 4 provides additional information on the KS.

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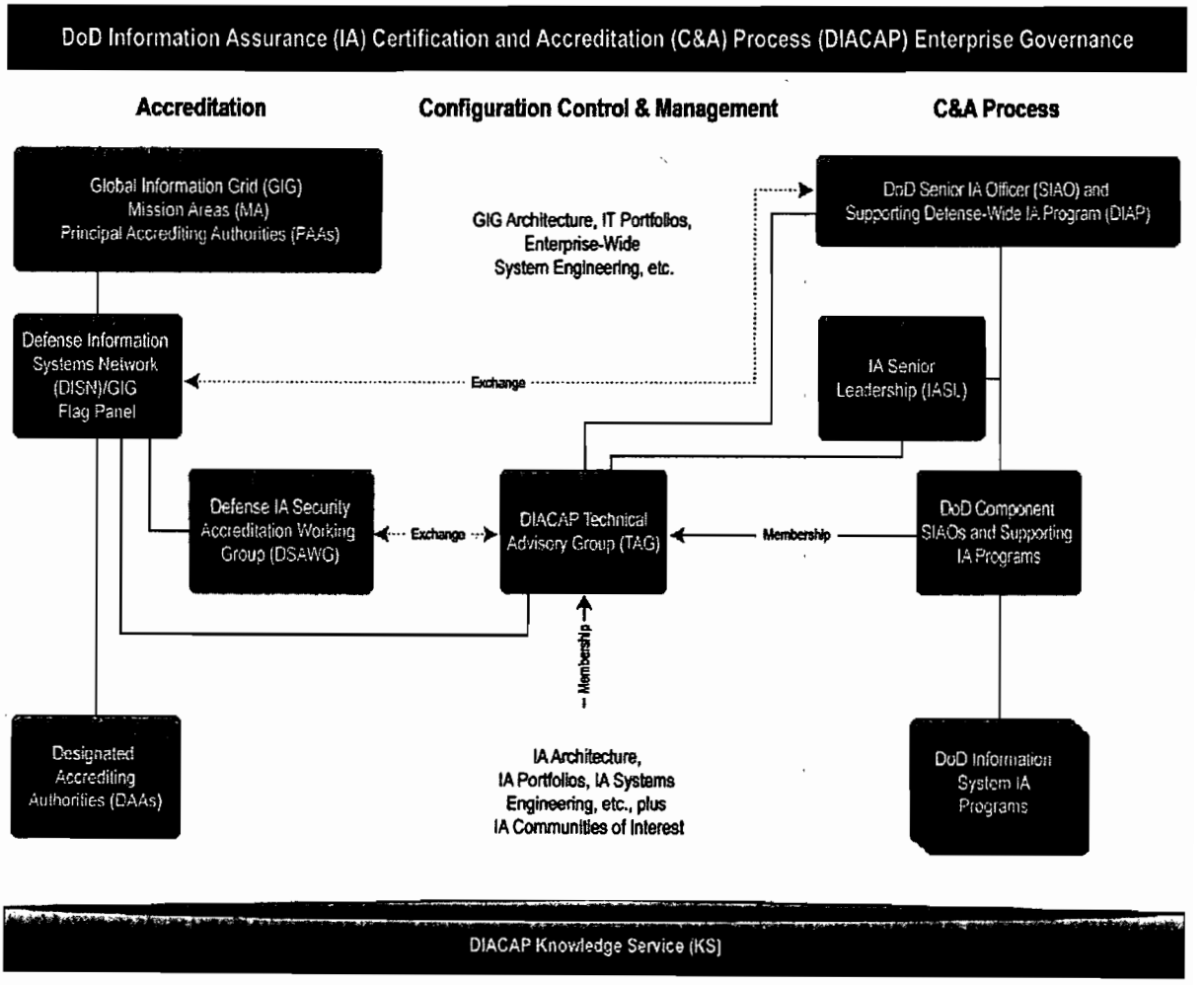
6.2. DIACAP Enterprise Governance. This structure is intended to synchronize and integrate DIACAP activities across all levels of the DoD and GIG MAs, all aspects of the IT life cycle, and logical and organizational entities. It comprises three major elements: an accreditation structure; a CCM structure; and a C&A process structure. These elements are illustrated in Figure F1. and described in subparagraphs 6.2.1. through 6.2.4.

Figure F1. DIACAP Enterprise Governance



6.2.1. Accreditation

6.2.1.1. PAAs are appointed for each of the GIG MAs (i.e., the EIEMA, BMA, WMA, and DIMA). PAAs may directly appoint DAAs for DoD ISs supporting an MA Community of Interest (COI) (DoD 8320.2-G (Reference (o))). DAAs have the authority and responsibility for accreditation decisions.

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6.2.1.2. The DISN/GIG Flag Panel (charter under development), acting on behalf and in support of the PAAs, is responsible for advising PAAs; assessing enterprise risk; authorizing information exchanges and connections for enterprise IS, cross-MA IS, cross security domain connections, and non-DoD connections; and approving changes to the DoD IA control baseline.

6.2.1.3. The DSAWG (DoD CIO memorandum (Reference (p))), under the DISN/GIG Flag Panel, is the community forum for reviewing and resolving C&A decisions related to the sharing of community risk. The DSAWG develops and provides guidance to the DAAs for IS connections to the GIG.

6.2.2. CCM

6.2.2.1. The DIACAP TAG (ASD(NII) memorandum (Reference (q))) provides CCM of the DIACAP through interfacing with the DoD Component IA programs, IA COIs, and other entities (e.g., the GIG IA Program Office, DSAWG) to address issues that are common across all entities, by:

6.2.2.1.1. Providing detailed analysis and authoring support for the enterprise portion of the DIACAP KS content.

6.2.2.1.2. Recommending changes to the baseline IA controls to the DISN/GIG Flag Panel.

6.2.2.1.3. Recommending changes to the C&A process to the DoD SIAO.

6.2.2.1.4. Advising the IASL and other IA advisory forums identified by the DoD SIAO to resolve C&A priorities and cross-cutting issues.

6.2.2.1.5. Developing and managing DoD enterprise-level C&A automation requirements.

6.2.2.2. The TAG is supported by the DIACAP KS, described in Enclosure 4. The DIACAP KS enables TAG functions and activities, including maintenance of membership; voting, analysis, and authoring; and configuration control of KS enterprise content and functionality.

6.2.3. C&A Responsibilities. The DoD SIAO directs and coordinates the DoD IA Program. DoD Component SIAOs have authority and responsibility for certification. Each DoD Component SIAO serves as the CA for all DoD ISs assigned to or governed by the DoD Component CIO and supporting IA program. Each CA may task, organize, staff, and centralize or delegate certifying activities. Regardless of the adopted model, the SIAO is responsible for certification quality, capacity, visibility, and effectiveness. In addition, each CIO, supported by an appointed SIAO, is responsible for administration of the overall C&A process. This includes the integration of certification with other DIACAP activities, participation in the DIACAP CCM, visibility and sharing of the C&A status of assigned ISs, enforcement of training requirements

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for persons participating in the DIACAP, support to DAAs, and responsiveness to the DoD CIO. The IASL (DoD CIO memorandum (Reference (r))) serves as an SIAO community forum for assessing and improving C&A process administration. The IASL provides strategic direction and guidance to ensure integrated Defense-wide IA. It provides for the integrated planning, coordination, and oversight of the Department's IA programs.

6.2.4. C&A Role Appointment. Table T1. identifies the appropriate authority for the appointment of C&A roles.

Table T1. Appointment of C&A Roles

C&A Role	**Appointed By**
PAA	GIG MA Owner
PAA Representative	PAA
DAA	DoD Component Head or designee; PAA for MA-managed ISs
CIO	DoD Component Head
SIAO	DoD Component CIO or, in organizations in which the position of DoD Component CIO does not exist, the DoD Component Head Note: DoD SIAO appointed by DoD CIO
CA	SIAO is the Component CA, but may formally delegate the CA role as appropriate
CA Representative, Analyst, Validator	Component CA or CA delegates
IAM	PM or SM
IAO	IAM
UR	Information Owner
DIACAP TAG Representative	DoD Component SIAO or DoD Component CIO

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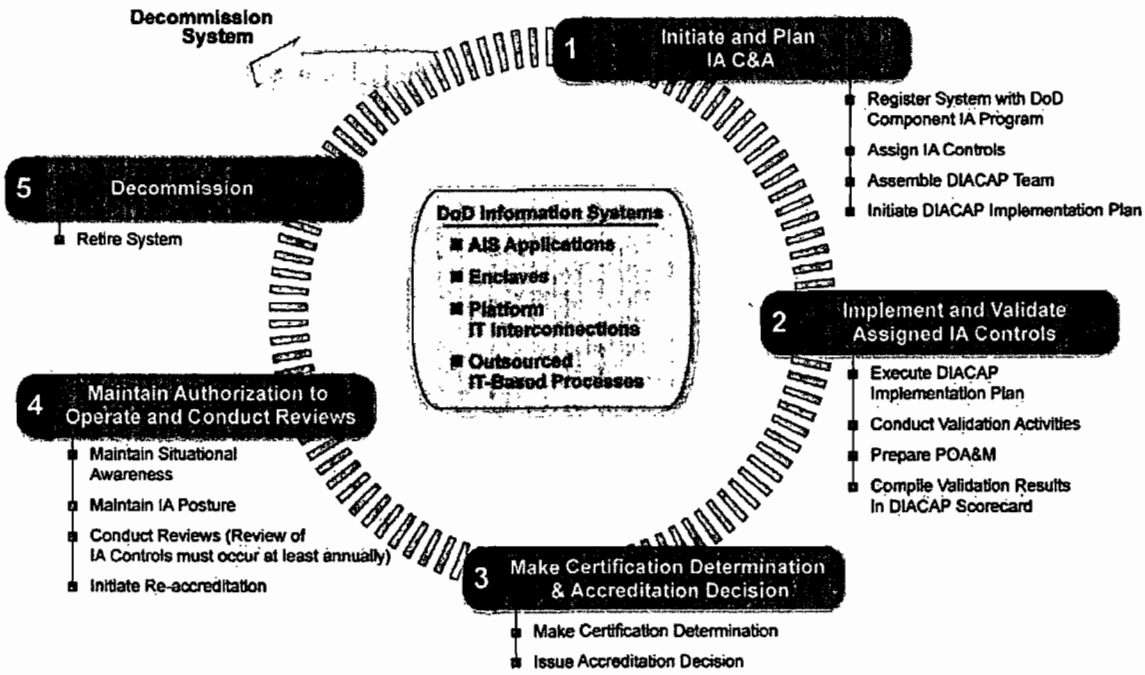
6.3. DIACAP Activities. The DIACAP consists of the activities and tasks depicted in Figure F2. The DIACAP parallels the system life cycle, and its activities should be initiated at inception (e.g., documented during capabilities identification or at the implementation of a major system modification). However, failure to initiate the DIACAP at system inception is not a justification for ignoring or not complying with the DIACAP. Unaccredited systems shall initiate the DIACAP immediately, regardless of the system life-cycle stage (e.g., acquisition, operation).

Figure F2. DIACAP Activities



6.3.1. Initiate and Plan IA C&A. This activity includes registering the system with the governing DoD Component IA program, assigning IA controls based on Mission Assurance Category (MAC) and Confidentiality Level (CL), identifying the DIACAP Team for the IS, and initiating the IS's DIP.

6.3.1.1. Register the System with the DoD IA Program. System registration establishes the relationship between the DoD IS and the governing DoD Component IA program which continues until the DoD IS is decommissioned. DIACAP registration is related to other DoD initiatives to collect IT-related information (e.g., the Defense Information Technology Portfolio Repository); however, specific registration instructions change over time and are therefore maintained through the DIACAP CCM and published in the DIACAP KS. The System Identification Profile (SIP) is generated during the registration process and becomes part of the DIACAP package for the IS. Attachment 1 to Enclosure 3 of this Instruction identifies the minimum data requirements and explanations for the SIP.

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6.3.1.2. Assign IA Controls. Identifying applicable IA controls for an information system is a critical activity in the DIACAP. There are four basic steps in assigning the IA controls: determining the type of information system; determining the MAC and CL for the information system; identifying the baseline IA controls; and augmenting the baseline IA controls.

6.3.1.2.1. Baseline IA controls originate from Reference (d) control sets, are based on MAC and CL, and are implemented through procedures presented in the DIACAP KS.

6.3.1.2.2. Baseline IA control sets can be augmented with additional IA controls to address special security needs or unique requirements of the IS(s) to which they apply. Augmenting IA controls originate from an MA, a DoD Component, a COI, or a local system. Augmenting IA controls must neither contradict nor negate DoD baseline IA controls, must not degrade interoperability across the DoD Enterprise, and may not be used as a basis for denying connectivity of systems that have met the DoDI 8500.2 baseline IA controls for MAC and CLs of the gaining IS. Procedures for implementing augmenting IA controls are the responsibility of the originator.

6.3.1.2.3. Assigned IA controls may be inherited. Inheritance refers to situations where IA controls along with their validation results and compliance status are shared by two or more systems for the purposes of C&A. Through inheritance, an existing IA control and its compliance status extends from an originating IS to a receiving IS. Inheritance eliminates the need for the receiving systems to duplicate testing and documentation of inherited IA controls. The DIP specifically identifies IA controls inherited from other systems. The compliance status of IA controls inherited from the originating IS is reflected on the DIACAP Scorecard of the receiving IS.

6.3.1.3. Assemble the DIACAP Team

6.3.1.3.1. The members of the DIACAP Team are required to meet the trustworthiness investigative levels for users with IA management access to DoD unclassified ISs as established in Section E3.4.8. of Reference (d). SIAOs shall meet the same investigative requirements as those for DAA, and certification cadre members shall meet the same requirements as those established for monitoring and testing in Table E3.T1. of Reference (d).

6.3.1.3.2. DIACAP Team members will be trained and certified in accordance with Reference (k), as required.

6.3.1.3.3. Allowable relationships among DIACAP Team members are outlined in Table T2.

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Table T2. Allowable Relationships Among DIACAP Team Members

Relationships	Allowed (Y/N)
PAA may be a DAA	Yes
DAA reports to the PM, SM, or Program Executive Officer (PEO)	No
DAA and CA for a DoD IS may be the same person	Yes
CIO may be a DAA	Yes
CA reports to a DAA	Yes
CA reports to the PM , SM, or PEO	No
PM or SM and CA both report to the DAA	Yes
PM or SM and CA for a DoD IS may be the same person	No
PM or SM and DAA for a DoD IS may be the same person	No
PM or SM and UR for a DoD IS may be the same person	No
PM or SM reports to CA	No
PM or SM reports to the CIO	Yes
PM or SM reports to the DAA	Yes
UR reports to the CIO	Yes
UR reports to the PM or SM	No
UR reports to the SIAO/CA	Yes

6.3.1.4. Initiate the DIP. This plan contains the IS's assigned IA controls, including inherited IA controls. The plan also includes the IA control implementation status, responsible entities, resources, and the estimated completion date for each assigned IA control. The plan may reference applicable supporting implementation material and artifacts.

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6.3.2. Implement and Validate Assigned IA Controls. This activity includes executing the DIP, conducting validation activities, preparing the IT Security POA&M, and compiling the validation results in the DIACAP Scorecard.

6.3.2.1. Execute the DIP. Each assigned IA control is implemented according to the applicable implementation guidelines described in the DIACAP KS.

6.3.2.2. Conduct Validation Activities. Validation procedures are maintained through the DIACAP CCM and published in the DIACAP KS. Each validation procedure describes requisite preparatory steps and conditions, actual validation steps, expected results, and criteria and protocols for recording actual results. Each procedure includes associated supporting background material, sample results, or links to automated testing tools. Actual results are recorded according to the criteria and protocols specified in the validation procedure and are made a permanent part of the comprehensive DIACAP package, along with any artifacts produced during the validation (e.g., output from automated test tools or screen shots that depict aspects of system configuration). For inherited IA controls, validation test results and supporting documentation are maintained by the originating IS and are made available to CAs of receiving ISs on request.

6.3.2.3. Record Compliance Status. The status of each assigned IA control is indicated on the DIACAP Scorecard. An example of a Scorecard and discussion of its fields are provided in Attachment 2 to Enclosure 3.

6.3.2.3.1. Compliant (C) IA controls are those for which the expected results for all associated validation procedures have been achieved.

6.3.2.3.2. Non-compliant (NC) IA controls are those for which one or more of the expected results for all associated validation procedures are not achieved. Not achieving expected results for all validation procedures does not necessarily equate to unacceptable risk.

6.3.2.3.3. Not applicable (NA) IA controls are those that do not impact the IA posture of the IS as determined by the DAA.

6.3.2.4. Prepare an IT Security POA&M. An IT Security POA&M identifies tasks that need to be accomplished. It specifies resources required to accomplish the elements of the plan and milestones for completing tasks, along with their scheduled completion dates. IT Security POA&Ms are permanent records. Once posted, weaknesses will be updated, but not removed, after correction or mitigation actions are completed. Inherited weaknesses are reflected on the IT Security POA&Ms. IT Security POA&Ms may be active or inactive throughout a system's life cycle as weaknesses are newly identified or closed. The DoD Component CIOs are responsible for monitoring and tracking the overall execution of system-level IT Security POA&Ms until identified security weaknesses have been closed and the C&A documentation appropriately adjusted. The DAAs are responsible for monitoring and tracking overall execution of system-level IT Security POA&Ms. The PM or SM is responsible for implementing the corrective actions identified in the IT Security POA&M and, with the support and assistance of the IAM, provides visibility and status to the DAA, the SIAO, and the

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governing DoD Component CIO. In order to reflect the complete IA posture of a DoD IS at all times in a single document, the IT Security POA&M is also used to document DAA-accepted NC IA controls and baseline IA controls that are NA because of the nature of the system. A full discussion and templates for preparing an IT Security POA&M are provided in Attachment 3 to Enclosure 3.

6.3.3. Make Certification Determination and Accreditation Decision

6.3.3.1. The CA makes certification determinations.

6.3.3.1.1. A CA representative is an active member of the DIACAP Team from inception and continuously assesses and guides the quality and completeness of DIACAP activities and tasks and the resulting artifacts.

6.3.3.1.2. Certification considers:

6.3.3.1.2.1. The overall reliability and viability of the DoD IS plus the acceptability of the implementation and performance of IA mechanisms or safeguards inherent in the system.

6.3.3.1.2.2. The system behavior in the larger information environment, including consideration of vulnerabilities to the environment, correct and secure interactions with the information environment management and control services, and visibility into situational awareness and network defense services.

6.3.3.1.3. Impact codes are assigned by the TAG to IA controls at the time of authoring and are maintained through the DIACAP CCM. They indicate the TAG's assessment of the consequences of a failed IA control. Impact codes are expressed as high, medium, and low, with high indicating the greatest impact. In conjunction with the severity category, the impact code indicates the urgency with which corrective action should be taken. Within a severity category, non-compliant IA controls should be prioritized for correction or remediation according to their impact codes.

6.3.3.1.4. Severity categories are assigned to a system weakness or shortcoming by a CA or a designated representative as part of a certification analysis to indicate the risk level associated with the security weakness and the urgency with which the corrective action must be completed. Severity categories are expressed as category (CAT) I, CAT II, and CAT III. Severity categories are assigned after considering all possible mitigation measures that have been implemented within system design and architecture limitations for the DoD IS in question. For instance, what may be a CAT I weakness in a component part of a system (e.g., a workstation or server) may be offset or mitigated by other protections within hosting enclaves so that the overall risk to the system is reduced to a CAT II.

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6.3.3.1.4.1. CAT I weaknesses shall be corrected before an ATO is granted.

6.3.3.1.4.2. CAT II weaknesses shall be corrected or satisfactorily mitigated before an ATO can be granted.

6.3.3.1.4.3. CAT III weaknesses will not prevent an ATO from being granted if the DAA accepts the risk associated with the weaknesses.

6.3.3.1.5. The certification determination is based on the actual validation results. It considers impact codes associated with IA controls in a non-compliant status, associated severity categories, expected exposure time (i.e., the projected life of the system release or configuration minus the time to correct or mitigate the IA security weakness), and cost to correct or mitigate (e.g., dollars, functionality reductions). The weaknesses identified on the IT Security POA&M reflect residual risk to the system. See Attachment 3 to Enclosure 3 for further discussion on IT Security POA&M formulation.

6.3.3.1.6. A certification determination is always required before an accreditation decision. If a compelling mission or business need requires the rapid introduction of a new DoD IS into the GIG, validation activity and a certification determination are still required. If the operation will be required beyond the time period of an IATO, a complete validation should be initiated immediately.

6.3.3.2. The DAA issues accreditation decisions.

6.3.3.2.1. An accreditation decision is communicated via the DIACAP Scorecard and accompanying IT Security POA&M, if required.

6.3.3.2.2. Documentation (e.g., artifacts, actual validation results) supporting an accreditation decision will be provided in electronic form if requested by DAAs of interconnecting systems.

6.3.3.2.3. An accreditation decision always applies to a specifically identified DoD IS and is based on a balance of mission or business need, protection of personal privacy, protection of the information being processed, and protection of the information environment and thus, by extension, protection of other missions or business functions reliant on the shared information environment.

6.3.3.2.4. An accreditation decision always requires a certification determination. If the validation is abbreviated as a result of mission urgency, the accreditation decision cannot exceed an IATO. If operation will be required beyond the time period of an IATO, a complete validation should be initiated immediately.

6.3.3.2.5. When there is compelling operational necessity, DoD ISs may be allowed to operate despite IT security weaknesses that cannot be corrected or adequately mitigated within prescribed timeframes because of technology limitations or, in rare cases, prohibitive costs. Such instances must be fully justified, approved, and documented.

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6.3.3.2.6. An accreditation decision is expressed as an ATO, an IATO, an IATT, or a DATO. A system is considered unaccredited if an accreditation decision has not been made.

6.3.3.2.6.1. ATO

6.3.3.2.6.1.1. An ATO accreditation decision must specify an authorization termination date that is within 3 years of the authorization date.

6.3.3.2.6.1.2. A system with a CAT I weakness may not be granted an ATO. A system can operate with a CAT I weakness only when it is critical to military operations as determined by affected military commanders and if failure to deploy or allow continued operation for deployed systems will preclude mission accomplishment. When requested by an affected military commander, the DoD Component CIO shall authorize operation of a system with a CAT I weakness through an IATO. This responsibility cannot be delegated below the DoD Component CIO, and a signed copy of the authorization memorandum with supporting rationale shall be provided to the DoD SIAO and the system's DAA.

6.3.3.2.6.1.3. A system with a CAT II weakness can be granted an ATO only when there is clear evidence that the CAT II weakness can be corrected or satisfactorily mitigated within 180 days of the accreditation decision.

6.3.3.2.6.1.4. An ATO can be granted with CAT III weaknesses. The DAA will determine if these weaknesses will be corrected or the risk accepted. CAT III weaknesses accepted by the DAA will appear on the IT Security POA&M with the "Resources Required," "Scheduled Completion Date," "Milestones with Completion Dates," and "Milestone Changes" columns marked "NA," and with the "Status" column marked "Risk Accepted by DAA."

6.3.3.2.6.2. IATO

6.3.3.2.6.2.1. An IATO accreditation decision is intended to manage IA security weaknesses while allowing system operation. It is not intended to be a device for signaling an evolutionary acquisition. A version of a DoD IS acquired in one of a planned series of acquisition increments or development spirals should be granted an ATO, even if additional or enhanced capabilities and services are planned for future increments or spirals. The ATO accreditation decision should not be reserved for DoD ISs for which no change is planned or foreseen. Such thinking engenders an abuse of the IATO accreditation status and is an inaccurate portrayal of the DoD ISs' IA posture.

6.3.3.2.6.2.2. An IATO accreditation decision must specify an ATD that is within 180 days of the authorization date. A DAA may not grant consecutive IATOs totaling more than 360 days.

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6.3.3.2.6.2.3. A request for an IATO must be accompanied by an IT Security POA&M that documents identified weaknesses and specifies corrective measures, as appropriate. Corrective actions specified in the IT Security POA&M must be achievable within the authorization period and resourced accordingly.

6.3.3.2.6.2.4. If CAT II weaknesses have not been corrected or satisfactorily mitigated after system operation under IATOs for a total of 360 days, the DAA will normally issue a DATO that will remain in effect until all corrective actions identified in the IT Security POA&M are implemented satisfactorily and the DAA is able to grant an ATO.

6.3.3.2.6.2.5. The DoD Component CIO may authorize continuation of operation under IATO for systems with CAT II weaknesses that have operated for 360 consecutive days. This responsibility cannot be delegated below the DoD Component CIO. The DAA must certify in writing or through DoD PKI-certified digital signature that continued system operation is critical to mission accomplishment. A copy of the authorization to continue system operation with supporting rationale shall be provided to the DoD SIAO.

6.3.3.2.6.3. IATT

6.3.3.2.6.3.1. The IATT accreditation decision is a special case for authorizing testing in an operational information environment or with live data for a specified time period. IATTs should be granted only when operational environment/live data is required to complete specific test objectives (e.g., replicating certain operating conditions in the test environment is impractical).

6.3.3.2.6.3.2. All applicable IA controls should be tested and satisfied prior to testing in an operational environment or with live data except for those which can only be tested in an operational environment. In consultation with the PM or SM, the DAA will determine which IA controls can only be tested in an operational environment.

6.3.3.2.6.3.3. An IATT may not be used to avoid ATO or IATO validation activity and certification determination requirements for authorizing a system to operate. Operation of a system under an IATT in an operational environment is for testing purposes only (i.e., the system will not be used for operational purposes during the IATT period).

6.3.3.2.6.4. DATO. A DATO will be issued if the DAA determines that a DoD IS should not operate because the IA design is inadequate, assigned IA controls are not adequately implemented, or because of a lack of other adequate security is revealed through certification activities and there are no compelling reasons to allow system operation under subparagraphs 6.3.3.2.6.1.2 or 6.3.3.2.6.2.5. If the system is already operational, the DAA will issue a DATO and halt operation of the system immediately.

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6.3.4. Maintain Authorization to Operate and Conduct Reviews. Continued ATO is contingent on the sustainment of an acceptable IA posture. The DoD IS IAM has primary responsibility for maintaining situational awareness and initiating actions to improve or restore IA posture.

6.3.4.1. Maintain Situational Awareness. Included in the IA controls assigned to all DoD ISs are IA controls related to configuration and vulnerability management, performance monitoring, and periodic independent evaluations (e.g., penetration testing). The IAM continuously monitors the system or information environment for security-relevant events and configuration changes that negatively impact IA posture and periodically assesses the quality of IA controls implementation against performance indicators such as security incidents, feedback from external inspection agencies (e.g., IG DoD, Government Accountability Office (GAO)), exercises, and operational evaluations. In addition the IAM may, independently or at the direction of the CA or DAA, schedule a revalidation of any or all IA controls at any time. Reference (a) requires revalidation of a select number of IA controls at least annually.

6.3.4.1.1. DoD ISs with a current ATO that are found to be operating in an unacceptable IA posture through GAO audits, IG DoD audits, or other reviews or events such as an annual security review or compliance validation shall have the newly identified weakness added to an existing or newly created IT Security POA&M.

6.3.4.1.2. If a newly discovered CAT I weakness on a DoD IS operating with an ATO cannot be corrected within 30 days, the system can only continue operation under the terms prescribed in subparagraph 6.3.3.2.6.1.2.

6.3.4.1.3. If a newly discovered CAT II weakness on a DoD IS operating with a current ATO cannot be corrected or satisfactorily mitigated within 90 days, the system can only continue operation under the terms prescribed in subparagraph 6.3.3.2.6.2.5.

6.3.4.2. Maintain IA Posture. The IAM may recommend changes or improvement to the implementation of assigned IA controls, the assignment of additional IA controls, or changes or improvements to the design of the IS itself.

6.3.4.3. Perform Reviews. The IAM shall annually provide a written or DoD PKI-certified digitally signed statement to the DAA and the CA that indicates the results of the security review of all IA controls and the testing of selected IA controls as required by Reference (a). The review will either confirm the effectiveness of assigned IA controls and their implementation, or it will recommend: changes such as those described in subparagraph 6.3.4.2.; a change in accreditation status (e.g., accreditation status is downgraded to IATO or DATO); or development of an IT Security POA&M. The CA and DAA shall review the IAM statement in light of mission and information environment indicators and determine a course of action that will be provided to the concerned CIO or SIAO for reporting requirements described in Reference (a). The date of the annual security review will be recorded in the SIP. A DAA may downgrade or revoke an accreditation decision at any time if risk conditions or concerns so warrant.

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6.3.4.4. Initiate Reaccreditation. In accordance with OMB Circular A-130 (Reference (s)), an IS must be recertified and reaccredited once every 3 years. The results of an annual review or a major change in the IA posture at any time may also indicate the need for recertification and reaccreditation of the IS.

6.3.5. Decommission. When a DoD IS is removed from operation, a number of DIACAP-related actions are required. Prior to decommissioning, any inheritance relationships should be reviewed and assessed for impact. Once the system has been decommissioned, Lines 8, "DIACAP Activity," and 9, "System Life Cycle Phase," of the SIP should be updated to reflect the IS decommissioned status. Concurrently, the DIACAP Scorecard and any POA&Ms should also be removed from all tracking systems. Other artifacts and supporting documentation should be disposed of according to its sensitivity or classification. Data or objects in IA infrastructures that support the GIG, such as key management, identity management, vulnerability management, and privilege management, should be reviewed for impact.

6.4. Transition to DIACAP. All DoD ISs are required to transition to the DIACAP in accordance with the timeline and instructions specified in Enclosure 5. The DoD Components are responsible for ensuring that all assigned DoD ISs meet the specified timelines.

6.5. IA Product Evaluation and DIACAP Evaluation. The DIACAP validation of a DoD IS that consists of a single IA -enabled product or solution (e.g., an IA-enabled database management system) may also serve as the IA-enabled product evaluation. These conditions are reiterated in Table T3.

Table T3. IA Product Evaluation and DIACAP Evaluation

Condition	**Acceptable Evaluation/Validation Approach**
Accreditation boundary includes both IT products or services and IA or IA-enabled IT products.	1. National Security Telecommunications and ISs Security Policy No.11 (Reference (t)) evaluation for IA and IA-enabled products; and 2. DIACAP for overall system design and configuration.
Proposed accreditation boundary includes ONLY a single IT product or service that is IA-enabled and nothing else.	DIACAP validation is sufficient; separate Reference (t) evaluation is not required.

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6.6. System Interconnection. Reference (s) requires "written management authorization, based upon the acceptance of risk to the system, prior to connecting with other systems." DoD ISs generally satisfy this requirement through compliance with connection management procedures established by the Chairman of the Joint Chiefs of Staff. Separately accredited ISs that communicate directly through tightly coupled mechanisms, such as shared memory or direct code invocation, are not subject to this requirement. In addition, for IA purposes, loosely coupled ISs (e.g., by proxy) communicating via Web services are not considered system interconnections and do not require connection approval, a security memorandum, or written management authorization. Dynamic interaction among accredited software systems that have been designed to interact is not considered a security-relevant event. This includes authorized messaging with non-DoD ISs (e.g., electronic commerce/electronic data interchange transactions with an IS belonging to another department or agency).

6.7. Type Accreditation. The type accreditation is the official authorization to employ identical copies of a system in specified environments. This form of C&A allows a single DIACAP package (i.e., SIP, DIP, supporting documentation for certification, DIACAP Scorecard, and IT Security POA&M (if required)) to be developed for an archetype (common) version of an IS that is deployed to multiple locations, along with a set of installation and configuration requirements or operational security needs, that will be assumed by the hosting location. Automated Information System (AIS) applications accreditations are type accreditations. Stand-alone IS and demilitarized zone (DMZ) accreditations may also be type accreditations.

6.8. Stand-Alone IS Accreditation. Stand-alone ISs are treated as special types of enclaves that are not interconnected to any other network. Stand-alone systems do not transmit, receive, route, or interchange information outside of the system's accreditation boundary. IA requirements for a stand-alone system are determined by its MAC and classification or sensitivity and need-to-know just as for other DoD ISs. Stand-alone systems must always be clearly identified as such on the IT Security POA&M, the SIP, and the DIACAP Scorecard. Because of the unique architecture of a stand-alone system, certain IA controls do not pose a risk to the system as a result of their non-implementation and thus are considered NA. NA IA controls are labeled as NA on the DIACAP Scorecard and addressed on the IT Security POA&M simply as a means to document and explain why the IA control is NA in the comments column. Refer to the KS for a discussion of IA controls that may be considered NA for stand-alone systems. Additionally, stand-alone systems that are deployed to multiple locations may be type accredited.

6.9. Outsourced IT-Based Processes. Outsourced IT-based processes supported by private sector ISs, outsourced ITs, and outsourced information services fall into two sub-categories that are treated differently for C&A purposes.

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6.9.1. Outsourced IT-Based Processes Established for DoD Purposes Only. Outsourced IT-based processes that are dedicated to DoD processing and are effectively under DoD configuration control (e.g., the Navy Marine Corps Intranet) are certified and accredited as DoD enclaves. Typically, outsourced IT-based processes that are MAC I are in this sub-category and those that process classified information can only be in this sub-category.

6.9.2. Outsourced IT-Based Processes That Also Support Non-DoD Users. Outsourced IT-based processes that may also support non-DoD users or processes must still be certified and accredited by DoD entities. IA requirements for DoD information in an outsourced environment are determined by its MAC and classification or sensitivity and need-to-know just as for other DoD ISs. However, the following also applies.

6.9.2.1. Technical security of the outsourced environment is the responsibility of the service provider.

6.9.2.2. Outsourced applications that are accessed by DoD users from DoD enclaves (e.g., Powertrack) are subject to DoD enclave boundary defense IA controls for incoming traffic (e.g., ports and protocols and mobile code).

6.9.2.3. Responsibility for procedural and administrative security is shared between the service provider and the supported DoD entity contracting for the service.

6.9.2.4. Security responsibilities of the service provider down to the control level are made explicit in the contract, along with any other performance and service-level parameters by which the Department of Defense shall measure the IA profile of the outsourced IT-based process for the purpose of C&A.

6.9.2.5. Any baseline IA controls that are not explicit in the contract or otherwise covered by a service level agreement are categorized as NC. All such NC IA controls must be documented in an IT Security POA&M with an explanation as to why accepting the risk of operating the outsourced IT-based process with that control in an NC status is acceptable.

6.9.2.6. Security roles and responsibilities are to be made explicit in the acquisition along with the performance and service-level parameters by which the Department of Defense shall measure the IA profile of the outsourced IT-based process. The PM for an outsourced IT-based process will need to carefully define and assess the functions to be performed and identify the technical and procedural security requirements that must be satisfied in the acquisition in order to protect DoD information in the service provider's operating environment and interconnected DoD ISs.

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7. INFORMATION REQUIREMENTS

7.1. The annual assessment of the DoD Component IA programs for presentation in the annual report to Congress has been assigned Report Control Symbol (RCS) DD-NII(Q,A)2296 in accordance with DoD 8910.1-M (Reference (u)).

7.2. The DIACAP Package Contents and the review of proposed changes to the IA processes, procedures, and tools are exempt from licensing in accordance with paragraphs C4.4.2 and C4.4.3. of Reference (u).

8. EFFECTIVE DATE

This Instruction is effective immediately. Specific DoD IS transition timelines and instructions are provided in Enclosure 5.

John G. Grimes
Assistant Secretary of Defense for Networks and Information Integration/ DoD Chief Information Officer

Enclosures – 5
- E1. References, continued
- E2. Definitions
- E3. The DIACAP Package
- E4. DIACAP KS Overview
- E5. DIACAP Transition Timeline and Instructions

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E1. ENCLOSURE 1

REFERENCES, continued

(e) DoD Instruction 5200.40, "DoD Information Technology Security Certification and Accreditation Process (DITSCAP)," December 30, 1997 (hereby canceled)
(f) DoD Manual 8510.1-M, "Department of Defense Information Technology Security Certification and Accreditation Process (DITSCAP) Application Manual," July, 2000 (hereby canceled)
(g) Assistant Secretary of Defense for Networks and Information Integration/ DoD Chief Information Officer Memorandum, "Interim Department of Defense (DoD) Information Assurance (IA) Certification and Accreditation (C&A) Process Guidance," July 6, 2006 (hereby canceled)
(h) Section 11331 of title 40, United States Code
(i) Executive Order 12333, "United States Intelligence Activities," December 4, 1981, as amended
(j) DoD Directive 8115.01, "Information Technology Portfolio Management," October 10, 2005
(k) DoD Directive 8570.1, "Information Assurance Training, Certification, and Workforce Management," August 15, 2004
(l) DoD Instruction 5000.2, "Operation of the Defense Acquisition System," May 12, 2003
(m) DoD Directive 8581.1, "Information Assurance (IA) Policy for Space Systems Used by the Department of Defense," June 21, 2005
(n) DoD 5200.1-R "Information Security Program," January 1997
(o) DoD 8320.2-G, "Guidance for Implementing Net-Centric Data Sharing," April 12, 2006
(p) Department of Defense (DoD) Chief Information Officer (CIO) Memorandum, Charter, "DISN Security Accreditation Working Group (DSAWG)," March 26, 2004[1]
(q) Assistant Secretary of Defense Networks and Information Integration Memorandum, "Charter of the Department of Defense (DoD) Information Assurance Certification and Accreditation Process (DIACAP) Technical Advisory Group (TAG)," July 26, 2007[2]
(r) Department of Defense (DoD) Chief Information Officer (CIO) Memorandum "Charter of IA Senior Leadership Group," March 5, 2004[3]
(s) Appendix III to Office of Management and Budget Circular No. A-130, "Security of Federal Automated Information Resources," (Revised)
(t) National Security Telecommunications and Information Systems Security Policy No. 11, "National Policy Governing the Acquisition of Information Assurance (IA) and IA-Enabled Information Technology (IT) Products," June 2003
(u) DoD 8910.1-M, "Procedures for Management of Information Requirements," June 1998
(v) Committee on National Security Systems Instruction No. 4009, "National Information Assurance (IA) Glossary," as revised June 2006
(w) Joint Publication 1-02, "Department of Defense Dictionary of Military and Associated Terms," as amended

[1] Available at http://www.iase.disa.smil.mil/dsawg
[2] Available at https://diacap.iaportal.navy.mil/ks
[3] Available at https://powhatan.iiie.disa.mil/iasl-iasg/charters.html

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(x) DoD Directive 8320.2, "Data Sharing in a Net-Centric Department of Defense," April 23, 2007
(y) DoD 5400.11-R,"Department of Defense Privacy Program," May 14, 2007
(z) OMB Memorandum M-04-04, "E-Authentication Guidance for Federal Agencies," December 16, 2003
(aa) OMB Memorandum, "FY 2004 Reporting Instructions for the Federal Information Security Management Act," August 23, 2004
(ab) OMB Circular No. A-11, "Preparation, Submission, and Execution of the Budget," June 2006

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E2. ENCLOSURE 2

DEFINITIONS

E2.1. Accreditation Boundary. See Reference (v).

E2.2. Accreditation Decision. A formal statement by a designated accrediting authority (DAA) regarding acceptance of the risk associated with operating a DoD information system (IS) and expressed as an authorization to operate (ATO), interim ATO (IATO), interim authorization to test (IATT), or denial of ATO (DATO). The accreditation decision may be issued in hard copy with a traditional signature or issued electronically signed with a DoD public key infrastructure (PKI)-certified digital signature.

E2.3. Adequate Security. See Reference (v).

E2.4. Artifacts. System policies, documentation, plans, test procedures, test results, and other evidence that express or enforce the information assurance (IA) posture of the DoD IS, make up the certification and accreditation (C&A) information, and provide evidence of compliance with the assigned IA controls.

E2.5. Assigned IA Controls. The set of IA controls that a given DoD IS must address to achieve an adequate IA posture. Consist of baseline IA controls plus any augmenting IA controls.

E2.6. Augmenting IA Controls. IA controls that augment baseline IA controls to address special security needs or unique requirements (e.g., cross security domain solutions, health information portability, privacy, etc.) of the IS(s) to which they apply. Augmenting IA controls may originate from a mission area (MA), a DoD Component, a Community of Interest (COI), or a local system. Augmenting IA controls must neither contradict nor negate DoD baseline IA controls and must not degrade interoperability across the DoD Enterprise.

E2.7. Authorization Termination Date (ATD). The date assigned by the DAA that indicates when an ATO, IATO, or IATT expires.

E2.8. Authorization to Operate (ATO). Authorization granted by a DAA for a DoD IS to process, store, or transmit information. An ATO indicates a DoD IS has adequately implemented all assigned IA controls to the point where residual risk is acceptable to the DAA. ATOs may be issued for up to 3 years.

E2.9. Baseline IA Controls. The minimum set of IA controls that must be addressed to achieve adequate security. Baseline IA controls are prescribed by DoDI 8500.2 (Reference (d)) based on mission assurance category (MAC) and confidentiality level (CL).

E2.10. Certification. For the purpose of this Instruction, a comprehensive evaluation and validation of a DoD IS to establish the degree to which it complies with assigned IA controls based on standardized procedures.

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E2.11. Certification Determination. A CA's determination of the degree to which a system complies with assigned IA controls based on validation results. It identifies and assesses the residual risk with operating a system and the costs to correct or mitigate IA security weaknesses as documented in the Information Technology (IT) Security Plan of Action and Milestones (POA&M).

E2.12. Certifying Authority (CA). The senior official having the authority and responsibility for the certification of ISs governed by a DoD Component IA program.

E2.13. Certifying Authority Representative. An official appointed by and acting on behalf of the CA.

E2.14. Communities of Interest (COIs). For the purpose of this Instruction, the inclusive term used to describe groups of individuals who share information relative to common goals, interests, missions, or business processes.

E2.15. Community Risk. See Reference (b).

E2.16. Confidentiality Level (CL). See Reference (d).

E2.17. Core Enterprise Services (CESs). For the purpose of this Instruction, a set of common services intended to provide, enable, or improve access; enable information sharing; and enhance interoperability among Global Information Grid (GIG) entities. CESs enable service-oriented architectures and may include Web services. Examples of CESs include enterprise services management, messaging, discovery, mediation, collaboration, hosting, storage, IA/security, metadata services, and user assistance.

E2.18. Denial of Authorization to Operate (DATO). A DAA decision that a DoD IS cannot operate because of an inadequate IA design, failure to adequately implement assigned IA controls, or other lack of adequate security. If the system is already operational, the operation of the system is halted.

E2.19. Designated Accrediting Authority (DAA). The official with the authority to formally assume responsibility for operating a system at an acceptable level of risk. This term is synonymous with designated approving authority and delegated accrediting authority. (Reference (d) leads with the term designated approving authority, which was favored at the time of publication.)

E2.20. DIACAP Implementation Plan (DIP). Contains the IS's assigned IA controls. The plan also includes the implementation status, responsible entities, resources, and the estimated completion date for each assigned IA control. The plan may reference applicable supporting implementation material and artifacts.

E2.21. DIACAP Knowledge Service (KS). A Web-based repository of information and tools for implementing the DIACAP that is maintained through the DIACAP Technical Advisory Group (TAG).

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E2.22. DIACAP Package. The collection of documents or collection of data objects generated through DIACAP implementation for an IS. A DIACAP package is developed through implementing the activities of the DIACAP and maintained throughout a system's life cycle. Information from the package is made available as needed to support an accreditation or other decision such as a connection approval. There are two types of DIACAP packages:

E2.22.1. The Comprehensive Package contains all of the information connected with the certification of the IS. It includes the System Identification Profile (SIP), the DIACAP Implementation Plan (DIP), the Supporting Certification Documentation, the DIACAP Scorecard, and the IT Security POA&M, if required.

E2.22.2. The Executive Package contains the minimum information for an accreditation decision. It contains the SIP, the DIACAP Scorecard, and the IT Security POA&M, if required.

E2.23. DIACAP Scorecard. A summary report that succinctly conveys information on the IA posture of a DoD IS in a format that can be exchanged electronically. It shows the implementation status of a DoD IS's assigned IA controls (i.e., compliant (C), non compliant (NC), or not applicable (NA)) as well as the C&A status.

E2.24. DIACAP Technical Advisory Group (TAG). A formally chartered body established by Assistant Secretary of Defense for Networks and Information Integration/DoD Chief Information Officer to examine and address common C&A issues, including changes to the baseline IA controls, across the DoD Component IA programs, IA COIs, and other GIG entities. The DIACAP TAG also maintains configuration control and management of the DIACAP and all its supporting content on the DIACAP KS.

E2.25. DIACAP Team. Comprised of the individuals responsible for implementing the DIACAP for a specific DoD IS. At a minimum the DIACAP Team includes the DAA, the CA, the DoD IS program manager (PM) or system manager (SM), the DoD IS IA manager (IAM), IA officer (IAO), and a user representative (UR) or their representatives.

E2.26. DoD-Controlled IS. An IS that is established only for DoD purposes, dedicated to DoD processing, and is effectively under DoD configuration control (e.g., the Navy Marine Corps Intranet).

E2.27. DoD Information Assurance Certification and Accreditation Process (DIACAP). The DoD process for identifying, implementing, validating, certifying, and managing IA capabilities and services, expressed as IA controls, and authorizing the operation of DoD ISs, including testing in a live environment, in accordance with statutory, Federal, and DoD requirements.

E2.28. DoD Information Systems. See Reference (b).

E2.29. Enterprise Information Environment. See Reference (j).

E2.30. Global Information Grid (GIG). See Reference (c).

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E2.31. Impact Code. For the purpose of this Instruction, a code indicating the consequences of a non-compliant IA control. It is an indicator of the impact associated with exploitation of the IA control. In conjunction with the severity category, it also indicates the urgency with which corrective action should be taken. Impact codes are expressed as high, medium, and low, with high indicating the greatest impact.

E2.31.1. High Impact Code. The absence or incorrect implementation of the IA control may have a severe or catastrophic effect on system operations, management, or information sharing. Exploitation of the weakness may result in the destruction of information resources and/or the complete loss of mission capability.

E2.31.2. Medium Impact Code. The absence or incorrect implementation of the IA control may have a serious adverse effect on system operations, management, or information sharing. Exploitation of the weakness may result in loss of information resources and/or the significant degradation of mission capability.

E2.31.3. Low Impact Code. The absence or incorrect implementation of the IA control may have a limited adverse effect on system operations, management, or information sharing. Exploitation of the weakness may result in temporary loss of information resources and/or limit the effectiveness of mission capability.

E2.32. Implementation Procedures. Procedures describing the required steps and providing guidance for implementing DoD IA controls. Implementation procedures are found in the DIACAP KS.

E2.33. Information Assurance (IA). See Joint Publication 1-02 (Reference (w)).

E2.34. Information Assurance Control. See Reference (b).

E2.35. Information Assurance Manager (IAM). See Reference (d).

E2.36. Information Assurance Officer (IAO). See Reference (d).

E2.37. Information Assurance Support Environment. See Reference (d).

E2.38. Information Owner. See Reference (v).

E2.39. Information Resources. See Reference (w).

E2.40. Information System (IS). See Reference (d).

E2.41. Information System Security Engineering. See Reference (d).

E2.42. Interim Authorization to Operate (IATO). A temporary authorization to operate a DoD IS under the conditions or constraints enumerated in the accreditation decision.

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E2.43. Interim Authorization to Test (IATT). A temporary authorization to test a DoD IS in a specified operational information environment or with live data for a specified time period within the timeframe and under the conditions or constraints enumerated in the accreditation decision.

E2.44. IT Security Plan of Action and Milestones (POA&M). A permanent record that identifies tasks to be accomplished in order to resolve security weaknesses. Required for any accreditation decision that requires corrective actions, it specifies resources required to accomplish the tasks enumerated in the plan and milestones for completing the tasks. Also used to document DAA-accepted non-compliant IA controls and baseline IA controls that are not applicable. An IT Security POA&M may be active or inactive throughout a system's life cycle as weaknesses are newly identified or closed.

E2.45. Mission Area (MA). See Reference (j).

E2.46. Mission Assurance Category (MAC). See Reference (b).

E2.47. Net-centric. See DoDD 8320.2 (Reference (x)).

E2.48. Platform IT Interconnection. See Reference (d).

E2.49. Principal Accrediting Authority (PAA). The senior official representing the interests of a GIG MA regarding C&A. Also issues C&A guidance specific to a GIG MA as required.

E2.50. Program Manager or System Manager (PM or SM). For the purpose of this Instruction, the individual with responsibility for and authority to accomplish program or system objectives for development, production, and sustainment to meet the user's operational needs.

E2.51. Proxy. See Reference (b).

E2.52. Residual Risk. See Reference (v).

E2.53. Security Relevant Event. For the purpose of this Instruction, an event that could cause a harmful change in an IS or its environment, or that an IAM would consider worthy of notation, investigation, or prevention (e.g., the discovery of malicious code in an IS, the discovery of an attempt to connect an unapproved device to the network).

E2.54. Senior Information Assurance Officer (SIAO). The official responsible for directing an organization's IA program on behalf of the organization's chief information officer.

E2.55. Service-Oriented Architecture. For the purpose of this Instruction, a paradigm for defining, organizing, and using distributed capabilities in the form of loosely coupled software services that may be under the control of different ownership domains. It provides a uniform means to offer, discover, interact with, and use capabilities to produce desired effects that are consistent with measurable preconditions and expectations.

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E2.56. Severity Category. The category a CA assigns to a system security weakness or shortcoming as part of a certification analysis to indicate the risk level associated with the security weakness and the urgency with which the corrective action must be completed. Severity categories are expressed as "Category (CAT) I, CAT II, or CAT III," with CAT I indicating the greatest risk and urgency. Severity categories are assigned after consideration of all possible mitigation measures that have been taken within system design/architecture limitations for the DoD IS in question.

E2.56.1. CAT I Severity Category. Assigned to findings that allow primary security protections to be bypassed, allowing immediate access by unauthorized personnel or unauthorized assumption of super-user privileges. An ATO will not be granted while CAT I weaknesses are present.

E2.56.2. CAT II Severity Category. Assigned to findings that have a potential to lead to unauthorized system access or activity. CAT II findings that have been satisfactorily mitigated will not prevent an ATO from being granted.

E2.56.3. CAT III Severity Category. Assigned findings that may impact IA posture but are not required to be mitigated or corrected in order for an ATO to be granted.

E2.57. Stand-Alone Information System. An information system operating independently of and without interconnection to any other information system.

E2.58. System Identification Profile (SIP). A compiled list of system characteristics or qualities required to register an IS with the governing DoD Component IA program.

E2.59. User Representative (UR). An individual or organization that represents the user community for a particular system for DIACAP purposes.

E2.60. Validation. Activity applied throughout the system's life cycle to confirm or establish by testing, evaluation, examination, investigation, or competent evidence that a DoD IS's assigned IA controls are implemented correctly and are effective in their application.

E2.61. Validation Procedure. Preparatory steps and conditions, actual validation steps, expected results, and criteria and protocols for recording actual results that are used for validating IA controls. May include associated supporting background material, sample results, or links to automated testing tools.

E2.62. Validator. Entity responsible for conducting a validation procedure.

E2.63. Web Services. Self-describing, self-contained, modular units of software application logic that provide defined business functionality. Web services are consumable software services that typically include some combination of business logic and data. Web services can be aggregated to establish a larger workflow or business transaction. Inherently, the architectural components of Web services support messaging, service descriptions, registries, and loosely coupled interoperability.

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E3. ENCLOSURE 3

THE DIACAP PACKAGE

E3.1. The DIACAP package is developed through DIACAP activity and maintained throughout a system's life cycle. Implementing the activities of the DIACAP generates the results listed in the "Comprehensive Package" column of Table E3.T1. The "Executive Package" column lists the minimum information necessary for an accreditation decision. Note that Table E3.T1. is not meant to describe a single fixed document format. Each DAA will determine what information is necessary to make an accreditation decision.

Table E3.T1. DIACAP Package Contents

Comprehensive Package	**Executive Package**
System Identification Profile (SIP)	SIP
DIACAP Implementation Plan (DIP) • IA controls – inherited and implemented • Implementation status • Responsible entities • Resources • Estimated completion date for each IA control	
Supporting Certification Documentation • Actual validation results • Artifacts associated with implementation of IA controls • Other	
DIACAP Scorecard • Certification determination • Accreditation decision	DIACAP Scorecard • Certification determination • Accreditation decision
IT Security POA&M (If required)	IT Security POA&M (If required)

E3.2. The SIP is compiled during the DIACAP registration and maintained throughout the system life cycle. An overview of the SIP is provided in Attachment 1 to Enclosure 3.

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E3.3. The DIACAP Scorecard is a summary report that conveys information on the IA posture of a DoD IS succinctly in a format that can be exchanged electronically. A notional scorecard is provided in Attachment 2 to Enclosure 3. Additional data elements may be specified by CIOs, DAAs, or other enterprise users of the DIACAP Scorecard.

E3.4. An IT Security POA&M is required for any accreditation decision that requires corrective action and is also used to document NC or NA IA controls that have been accepted by the responsible DAA. The IT Security POA&M addresses:

E3.4.1. Why the system needs to operate.

E3.4.2. Any operational restrictions imposed to lessen the risk during an interim authorization.

E3.4.3. The DAA's rationale for accepting certain IA controls that are categorized as NC or NA.

E3.4.4. Specific corrective actions necessary to ensure that assigned IA controls have been implemented correctly and are effective.

E3.4.5. The agreed-upon timeline for completing and validating corrective actions.

E3.4.6. The resources necessary and available to properly complete the corrective actions. Attachment 3 to Enclosure 4 provides instructions for understanding and developing an IT Security POA&M.

Attachments – 3

E3.A1. System Identification Profile

E3.A2. Notional DIACAP Scorecard

E3.A3. IT Security POA&M Instructions

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E3.A1. ATTACHMENT 1 TO ENCLOSURE 3

SYSTEM IDENTIFICATION PROFILE

E3.A1.1. The SIP identifies the data requirements for registering an IS with the governing DoD Component IA program. Information requirements for the SIP are described in Table E3.A1.T1.

Table E3.A1.T1. System Identification Profile

ID	Data Element Descriptor	Example, Acceptable Values or Comment	Required/ Conditional[1]
1	System Identification	The System Identification Number or Code used by the DoD Component to uniquely identify the system.	Required/System Generated
2	System Owner	List the element or organization within the DoD Component that owns, controls, or manages the IS.	Required
3	Governing DoD Component IA Program	List the DoD Component that owns the IS.	Required
4	System Name	Provide the full descriptive name, e.g., Agency Billing System.	Required
5	Acronym	Provide a shortened or commonly used name or abbreviation (upper case) for this entry (e.g., ABS).	Required
6	System Version or Release Number	List the version or release number for the IS (e.g., 1.0).	Required
7	System Description	Provide a narrative description of the system, its function, and uses. Indicate if the system is stand-alone.	Required
8	DIACAP Activity	Identify the current DIACAP Activity: 1. Initiate and plan IA C&A 2. Implement and validate assigned IA controls 3. Make certification determination and accreditation decision 4. Maintain ATO and conduct reviews 5. Decommission	Required

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Table E3.A1.T1. System Identification Profile, (cont'd)

ID	Data Element Descriptor	Example, Acceptable Values or Comment	Required/ Conditional[1]
9	System Life Cycle Phase	Identify the current life-cycle phase of the information system: 1. Concept Refinement 2. Technology Development 3. System Development and Demonstration 4. Production and Deployment 5. Operations and Support 6. Disposal or Decommissioning	Required
10	System Acquisition Phase	For programs of record, identify the current System Acquisition Phase: 1. Pre-Milestone A (Concept Refinement) 2. Post-Milestone A (Technology Development) 3. Post-Milestone B (System Development and Demonstration) 4. Post-Milestone C (Production and Deployment) 5. Post-Full Rate Production/Deployment Decision (FRPD/FRDD)	Conditional
11	IA Record Type	Identify the type of DoD information system (i.e., AIS Application, Enclave*, Outsourced IT-Based Process** or Platform IT Interconnection). *Indicate if stand-alone or DMZ. ** Indicate if DoD-controlled or control shared with service provider.	Required
12	Mission Criticality	Identify the mission criticality of this system (i.e., mission critical (MC), mission essential (ME), or mission support (MS) if neither MC or ME. (Reference (l)).	Required
13	Accreditation Vehicle	Identify the C&A process that was or is being used to C&A the IS (e.g., DIACAP, DCID 6/3, NIST 800-37).	Required
14	Additional Accreditation Requirements	Identify any additional accreditation requirements beyond the IA C&A process (e.g., privacy, special access requirements (SAR), cross security domain solutions, Non Classified Internet Protocol Router Network (NIPRNet), Secret Internet Protocol Router Network (SIPRNet), or GIG CAP identifier, ports, protocols, and services management.)	Conditional

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Table E3.A1.T1. System Identification Profile, (cont'd)

ID	Data Element Descriptor	Example, Acceptable Values or Comment	Required/ Conditional[1]
15	ACAT Category	Identify the acquisition category if applicable according to Reference (l) (e.g., ACAT I).	Conditional
16	Governing Mission Area	Enterprise Information Environment MA (EIEMA), Business MA (BMA), Warfighting MA (WMA), or Defense Intelligence MA (DIMA)	Required
17	Software Category	Identify whether the system software is commercial off-the-shelf (COTS) or Government off-the-shelf (GOTS).	Required
18	MAC Level	List the information system's MAC level (i.e., MAC I, MAC II, or MAC III).	Required
19	Confidentiality Level	List the information system's CL (i.e., public, sensitive, or classified).	Required
20	Accreditation Status	Identify the accreditation status of the IS (i.e., unaccredited, ATO, IATO, IATT, DATO).	Required (default is unaccredited)
21	Certification Date	List the date the IS was certified by the CA.	Conditional
22	Accreditation Documentation	Are there documentation and artifacts that support the accreditation status? Answer Yes or No.	Conditional
23	Accreditation Date	List the date of the current accreditation decision (ATO, IATO, IATT, DATO). If the IS has no accreditation determination, enter "NONE" and the projected accreditation date.	Required
24	Authorization Termination Date	List the date that the current accreditation (ATO, IATO, IATT) is set to expire.	Conditional
25	DIACAP Team Roles, Member Names, and Contact Information	Identify the DIACAP Team (e.g., DAA, the CA, the DoD IS PM or SM, the DoD IS IAM, IAO, and UR.	Required

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Table E3.A1.T1. System Identification Profile, (cont'd)

ID	Data Element Descriptor	Example, Acceptable Values or Comment	Required/ Conditional[1]
26	Privacy Impact Assessment Required	Indicate whether a privacy impact assessment is required for a new or previously existing IT system. Reference DoD 5400.11-R (Reference (y)).. Answer Yes or No.	Required
27	Privacy Act System of Records Notice Required	Indicate whether a Privacy Act System of Record Notice is required by Reference (y). Answer Yes or No.	Required
28	E-Authentication Risk Assessment Required	Indicate whether an E-Authentication Risk Assessment has been performed for the system according to OMB M-04-04 (Reference (z)). Answer Yes or No.	Required
29	Date of Annual Security Review	List the date of the last annual security review for systems with an ATO. Required by Reference (a) and by the DIACAP for ISs with an ATO in effect for more than 1 year.	Required
30	System Operation	Identify whether the system operation is: 1. Government (DoD) Owned, Government Operated (GOGO) 2. Government (DoD) Owned, Contractor Operated (GOCO) 3. Contractor Owned, Contractor Operated (COCO) – includes outsourced IT services 4. Contractor Owned, Government (DoD) Operated (COGO) 5. Non-DoD – includes Federal, State, and local governments, grantees, industry partners, etc.	Required
31	Contingency Plan Required	Indicate whether a contingency plan addressing disruptions in operations of the IS is in place. Answer Yes or No.	Required
32	Contingency Plan Tested	Indicate whether the contingency plan that is in place has been tested. Answer Yes or No.	Required

[1] Required entries are mandatory for completing the SIP. Conditional entries must be completed if they apply to the system being profiled. If the entry does not apply, the box is left blank.

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E3.A2. ATTACHMENT 2 TO ENCLOSURE 3

DIACAP SCORECARD

E3.A2.1. The DIACAP Scorecard is a summary report that succinctly conveys information on the IA posture of a DoD IS in a format that can be exchanged electronically. It documents the accreditation decision and must be signed, either manually or with a DoD PKI-certified digital signature. The DIACAP Scorecard contains a listing of all IA controls and their status of either C, NC, or NA. An example of a DIACAP Scorecard is shown in Figure E3.A2.F1. Table E3.A2.T1. explains the fields contained in Figure E3.A2.F1.

Figure E3.A2.F1. Example of a DIACAP Scorecard

DIACAP SCORECARD

System Name	System Owner			IS Type
Enterprise Mission Assurance Support Service	**ASD(NII)**			**AIS Application**
Designated Accrediting Authority (DAA)	Accreditation Status	Period Covered: Accreditation Date	Period Covered: ATD	Last Update
Nathan Gray	**ATO**	**23-Sep-05**	**23-Sep-07**	**24-Dec-05**
Certifying Authority (CA)	Certification Date	Mission Assurance Category (MAC)	Confidentiality Level (CL)	
Matthew Summers	**10-Sep-05**	**MAC II**	**Sensitive**	

○ MAC I, Classified ○ MAC II, Classified ○ MAC III, Classified
○ MAC I, Sensitive ◉ MAC II, Sensitive ○ MAC III, Sensitive
○ MAC I, Public ○ MAC II, Public ○ MAC III, Public

IA Control Subject Area	IA Control Number	IA Control Name	Inherited?	C/NC/NA	Impact Code	Last Update
Continuity	COAS-2	Alternate Site Designation	No	C	Medium	02-Nov-05
Continuity	COBR-1	Protection of Backup and Restoration Assets	No	C	High	02-Nov-05
Continuity	CODB-2	Data Back-up Procedures	Yes	C	Low	30-Sep-05
Continuity	CODP-2	Disaster and Recovery Planning	No	NC	Medium	08-Nov-05
Continuity	COEB-1	Enclave Boundary Defense	Yes	C	High	02-Nov-05
Continuity	COED-1	Scheduled Exercises and Drills	No	C	Medium	24-Dec-05

Table E3.A2.T1. Scorecard Instructions

Reference	Description
System Name	The name of the system being certified.
System Owner	The organization within the DoD Component that owns, controls, or manages the IS.
IS Type	The IS type (i.e., AIS application, enclave, outsourced IT-based process, and platform IT interconnection). Indicate if the enclave is stand-alone or a DMZ.
DAA	The name and signature of the DAA for the system. Manual or DoD PKI-certified digital signatures are acceptable.

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Table E3.A2.T1. Scorecard Instructions, (cont'd)

Reference	Description
Accreditation Status	The accreditation decision for the system (i.e., unaccredited, ATO, IATO, IATT, DATO).
Period Covered	Includes the date of the accreditation (if the system has a decision other than unaccredited), and the ATD.
Last Update	The date of the last change that occurred on the scorecard. This is primarily driven by updates to the IA controls and their associated status.
CA	The name of the individual serving as the CA for the system.
Certification Date	The date of the certification.
MAC	The MAC applied to the system.
CL	The CL applied to the system.
IA Control Subject Area	The subject area associated with the IA control.
IA Control Number	The reference number associated with the IA control.
IA Control Name	The name associated with the IA control.
Inherited	An indication (Yes or No) of whether or not the IA control is inherited.
C/NC/NA	An indication of the compliance status of the IA control (i.e., C, NC, NA). An IT Security POA&M is required if NC or NA. Note: NC may indicate either non-implementation or complete failure of the control under testing; it also may indicate a partial failure of a control under testing (e.g., three of four testing points pass).
Impact Code	The impact code associated with the IA control.
Last Update	The date of the last change of the IA control's compliance status (C/NC/NA).

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E3.A3. ATTACHMENT 3 TO ENCLOSURE 3

IT SECURITY POA&M INSTRUCTIONS

E3.A3.1. The primary purpose of an IT Security POA&M is to assist agencies in identifying, assessing, prioritizing, and monitoring security weaknesses found in programs and systems, along with the progress of corrective efforts for those vulnerabilities. OMB requires agencies to prepare IT Security POA&Ms for all programs and systems in which an IT security weakness has been found. OMB guidance (Reference (aa)) directs CIOs and the DoD Component program officials to develop, implement, and manage IT Security POA&Ms for all programs and systems they operate and control (for program officials this includes all systems that support their operations and assets, including those operated by contractors). In addition, program officials are required to update the agency CIO on their progress on at least a quarterly basis and at the direction of the CIO. This enables the CIO to monitor agency-wide remediation efforts and provide the agency's quarterly update to OMB. Under the DIACAP, the IT Security POA&M is also used to document DAA-accepted non-compliant IA controls and baseline IA controls that are not applicable because of the nature of the system (e.g., stand-alone systems).

E3.A3.2. The IT Security POA&M is designed to be a management tool to assist: agencies in closing their security performance gaps; IGs in their evaluation work of agency security performance; and OMB with oversight responsibilities. The Department of Defense is responsible for maintaining the confidentiality of IT Security POA&Ms because they may contain pre-decisional budget information. There are three types of IT Security POA&Ms, as reflected in Table E4.A3.T1. DoD IT Security POA&Ms shall:

E3.A3.2.1. Be tied to the agency's budget submission when required through the project identifier(s) of the system. This links the security costs with security performance. OMB Circular No. A-11 (Reference (ab)) requires that agencies develop and submit to OMB business cases (Exhibits 300) for major IT investments. Additionally, each agency submits an Exhibit 53, a list of both major and non-major IT investments. The agency assigns project identifier(s) to each investment and includes it with these exhibits.

E3.A3.2.2. Address all IT security weaknesses, including but not limited to those found during GAO audits, financial system audits, official security tests and evaluations or compliance reviews, and critical infrastructure vulnerability assessments.

E3.A3.2.3. Be shared with the agency IG to ensure independent verification and validation of identified weaknesses and completed corrective actions.

E3.A3.2.4. Follow the format detailed below that is consistent with the examples provided by OMB.

E3.A3.2.5. Be submitted to the DoD SIAO when directed.

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Table E3.A3.T1. Types of DoD IT Security POA&Ms

Report	Responsibility	Submit To	Dates Due
System-level IT Security POA&Ms (Table E4.A3.T2)	PMs/IAMs	DoD Component CIO (Also to DoD SIAO for all systems with a CAT I weakness or on the OMB Watch List (Exhibit 300s) for security)	1 Dec, 1 Mar, 1 Jun, 1 Sep
DoD Component-level IT Security POA&M (Table E4.A3.T3)	DoD Component CIO	ASD(NII)/DoD CIO	Due with the DoD Component's annual FISMA report and as directed
DoD Enterprise IT Security POA&M	ASD(NII)/DoD CIO	OMB	As directed

E3.A3.3. The subparagraphs below describe the System Level IT Security POA&M.

E3.A3.3.1. The DoD Component CIOs are responsible for monitoring and tracking the overall execution of system-level IT Security POA&Ms until identified security weaknesses have been closed and the C&A documentation appropriately adjusted. The DAAs are responsible for monitoring and tracking overall execution of system-level IT Security POA&Ms. The PM or SM is responsible for implementing the corrective actions identified in the IT Security POA&M and, with the support and assistance of the IAM, provides visibility and status to the DAA, the SIAO, and the governing DoD Component CIO.

E3.A3.3.2. Table E3.A3.T2. is an example of a completed system-level IT Security POA&M, illustrating the appropriate level of detail required. Included in the heading of the system-level IT Security POA&M template is a field for OMB Project ID and Security Costs, which must be filled in from Exhibits 300 and 53, where applicable.

E3.A3.3.3. Once an initial system-level IT Security POA&M weakness has been opened, changes cannot be made to the data in columns 1 ("Weakness"), 6 ("Scheduled Completion Date"), 7 ("Milestones with Completion Dates"), and 9 ("Source Identifying Weakness").

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E3.A3.3.4. IT Security POA&Ms listing CAT I or CAT II weaknesses shall be assessed for classification. For instance, the fact that a MAC I or MAC II IS has a CAT I weakness that has not been mitigated to a degree that will preclude immediate unauthorized access dictates a minimum classification of CONFIDENTIAL. Other factors that would influence a classification decision include the number of CAT II weaknesses identified for a single system and whether the system itself is classified. At a minimum an IT Security POA&M will be protected as Sensitive. Classified IT Security POA&Ms for unclassified systems must be maintained in an appropriate environment separate from the unclassified DIACAP Package.

E3.A3.4. The following sections explain how to complete the system-level IT Security POA&M fields. Note: NA IA controls will have entries only in columns 1, 3, and 11.

E3.A3.4.1. Column 1: Type of Security Weakness. Describe security weaknesses identified during certification or by the annual program review, independent evaluations by IGs, or any other work done by or on behalf of the program office or the DoD Component. Sensitive descriptions of specific weaknesses are not necessary, but sufficient data must be provided to permit oversight and tracking. When it is necessary to provide more sensitive data, the IT Security POA&M should note the fact of its special sensitivity and it should be protected accordingly. When more than one weakness has been identified, number each individual security weakness as shown in the examples. Indicate "NA" in this column as required.

E3.A3.4.2. Column 2: CAT (Severity Category). Category assigned to a system IA security weakness by a CA as part of certification analysis to indicate the risk level associated with the IA security weakness and the urgency with which the corrective action must be completed. Severity categories are expressed as CAT I, CAT II, or CAT III, with CAT I indicating the greatest risk and urgency.

E3.A3.4.3. Column 3: IA Control and Impact Code. An IA control describes an objective IA condition achieved through the application of specific safeguards or through the regulation of specific activities. The objective condition is testable, compliance is measurable, and the activities required to achieve the IA control are assignable and thus accountable. IA controls are assigned according to MAC (for integrity and availability) and CL in accordance with Reference (d). Impact codes indicate the consequences of a non-compliant IA control and are expressed as high, medium, or low, with high indicating the greatest impact.

E3.A3.4.4. Column 4: Point of Contact (POC). Identity the office or organization that the DoD Component will hold responsible for resolving the security weakness.

E3.A3.4.5. Column 5: Resources Required. Estimated funding or manpower (i.e., full-time equivalents) resources required to resolve the security weakness. Enter "NA" for CAT III weaknesses accepted by the DAA.

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E3.A3.4.6. Column 6: Scheduled Completion Date. Scheduled completion date for resolving the security weakness. Please note that the initial date entered should not be changed. If a security weakness is resolved before or after the originally scheduled completion date, the agency should note the actual completion date in column 10 ("Status"). Enter "NA" if risk is accepted for a satisfactorily mitigated CAT II or a CAT III weakness.

E3.A3.4.7. Column 7: Milestones with Completion Dates. A milestone will identify specific requirements for correcting an identified weakness. Please note that the initial milestones and completion dates should not be altered. If there are changes to any of the milestones, the agency should note them in column 8 ("Milestone Changes"). Enter "NA" for CAT III weaknesses accepted by the DAA.

E3.A3.4.8. Column 8: Milestone Changes. This column includes changes to completion dates and reasons for the changes. Enter "NA" for CAT III weaknesses accepted by the DAA.

E3.A3.4.9. Column 9: Source Identifying the Weakness. Identify the source (e.g., program review, test and evaluation program findings, IG DoD audit, GAO audit) of the security weakness.

E3.A3.4.10. Column 10: Status. The DoD Component should use one of the following terms to report status of corrective actions: ongoing, completed, or risk accepted for a CAT II or CAT III weakness that has been accepted by the DAA. "Completed" should be used only when a security weakness has been fully resolved and the corrective action has been tested. Include the date of completion or risk acceptance for a CAT III weakness. Enter "Risk Accepted by DAA" for CAT III weaknesses accepted by the DAA.

E3.A3.4.11. Column 11: Comments. If the IA control is inherited, cite the originating IS. For NA IA controls, provide the reason the control is not applicable. Additional information may include anticipated source of funding and other obstacles and challenges to resolving the security weakness (e.g., lack of personnel or expertise, development of new system to replace insecure legacy system).

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Table E3.A3.T2. System-Level IT Security POA&M Example

System Level IT Security POA&M Example											
Date Initiated:	October 1, 2005			**IS Type:** *(See Note 1)*	Enclave			**OMB Project ID:** *(See Note 2)*	009-222334-55874		
Date Last Updated:	January 10, 2006										
Component Name	OSD			**POC Name:**	James Avery						
System / Project Name:	DoD Network			**POC Phone:**	703-698-7753			**Security Costs:** *(See Note 3)*	$62,500		
DoD IT Registration No:	86753			**POC E-Mail:**	james.avery@dod.ctr.mil						
	Weakness (1) *(See Note 4)*	**CAT (2)**	**IA Control and Impact Code (3)**	**POC (4)**	**Resources Required (5)**	**Scheduled Completion Date (6)**	**Milestones with Completion Dates (7)**	**Milestone Changes (8)**	**Source Identifying Weakness (9)**	**Status (10)**	**Comments (11)**
1	An account management process has not been implemented to ensure that only authorized users can gain access to the DoD network and that individual accounts designated as inactive, suspended, or terminated are promptly deactivated.	I	IAAC-1 Impact High	IAO	$50,000	5/30/2005	Develop an account Management Process - 1/15/2005; Management Review of account management process 3/15/2005; Implement/Test account management process - 4/15/2005	Implementing and Testing the account management process delayed till 10/15/2005 due to inadequate funding	8500.2 IA Controls Test Conducted 5/15/2005	Ongoing	Funding will be available in FY 2006
2	Security plan is out of date, more than one year since last update despite new interconnections	II	DCSD-1 Impact High	IAO	$5,000	11/30/2005	Update plan and obtain independent review - 11/30/2005		8500.2 IA Controls Test Conducted 5/15/2005	Ongoing	
3	Lack of accurate systems hardware and software baseline hampers implementation of Configuration Management processes.	II	DCHW-1/DCSW-1 Impact High	IAO	$0	8/31/2005	Establish baseline inventory of the hardware and software and utilize revision control system - 6/15/2005. Implement a software revision control program - 8/31/2005		Security Test and Evaluation - 4/15/2005	Completed - 10/30/2005	
4	Encryption is not certified FIPS 140-2 compliant.	III	DCNR-1 Impact Medium	IAO	$5,000	10/21/2005	Upgrade encryption software to FIPS 140-2 certified version 10/21/2005		IG Audit 3/21/2005	Ongoing	May slip due to delay in funding
5											
6											
7											
8											
9											
10											
11											

Note 1 – Indicate if the enclave is stand-alone or a DMZ.
Note 2 – Cite project identifier(s) from OMB Exhibit 300, if applicable.
Note 3 – Security costs from OMB Exhibit 53, if applicable.
Note 4 – NA IA controls will have entries only in columns 1, 3, and 11.

E3.A3.5. The subparagraphs below describe the DoD Component-Level IT Security POA&M.

E3.A3.5.1. DoD Components are required to complete and submit a DoD Component-level IT Security POA&M as indicated in Table E3.A3.T1. A DoD Component-level IT Security POA&M is required for the following:

E3.A3.5.1.1. Systemic weaknesses (significant IA security weaknesses) identified across the DoD Component.

E3.A3.5.1.2. Systemic weaknesses (significant IA security weaknesses) identified by GAO and IG DoD audits and reviews.

E3.A3.5.2. Table E3.A3.T3. contains an example of a completed DoD Component-level IT Security POA&M, illustrating the appropriate level of detail required. Once a DoD Component has completed the initial DoD Component-level IT Security POA&M, no changes should be made to the data in columns 1 ("Weakness"), 4 ("Scheduled Completion Date"), 6 ("Milestones with Completion Dates"), and 8 ("Identified in GAO Audit or Other Review").

E3.A3.5.3. Refer to the instructions for the system-level IT Security POA&M in section E3.A3.4. for guidance in filling out applicable items on the DoD Component-level POA&M.

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Table E3.A3.T3. The DoD Component-Level IT Security POA&M Example

Component Level IT Security POA&M Example			
Date:	March 1, 2005	**POC Name:**	Mr. Navy CIO
Component Name:	DON	**POC Phone:**	555-555-5555
		POC E-mail:	doncio@nav.mil

	Weakness (1)	POC (2)	Resources Required (3)	Scheduled Completion Date (4)	Milestones with Completion Dates (5)	Milestone Changes (6)	Source Identifying Weakness (7)	Status (8)
1	Annual testing of contingency plans not being conducted	Component CIO	700K	3/1/2006	Verify and test contingency plans for 98% of systems C&A 12/30/05		Annual Review	Ongoing
2	Security Awareness, Training, and Education – no process for tracking completion of specialized training	Component CIO	200K	10/1/2005	Implement and test training database 6/1/05 Enter personnel requiring specialized training into database 10/1/05		OIG Audit	Ongoing
3	Inconsistent and inadequate personal computer inventory afloat	Component CIO	500K	10/1/2006	Implement and test afloat computer inventory system 10/1/05 Enter 50% afloat inventory into database 3/1/06		Naval Audit Service	Ongoing

E3.A3.6. The subparagraphs below describe the DoD Enterprise-Level IT Security POA&M.

E3.A3.6.1. The DoD CIO is responsible for completing and submitting a DoD Enterprise-level IT Security POA&M as indicated in Table E3.A3.T1.

E3.A3.6.2. Systemic IA security weaknesses reported on the DoD Enterprise-level IT Security POA&M are derived from the DoD Component-level IT Security POA&Ms, GAO and IG DoD audits, and other reviews and events.

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E4. ENCLOSURE 4

DIACAP KNOWLEDGE SERVICE (KS)[1] OVERVIEW

E4.1. DoD IA practitioners and developers need ready access to current DIACAP implementation guidance in order to uniformly apply the methods, standards, and practices required to successfully certify and accredit the DoD ISs comprising the GIG. Because the GIG is an ever-changing entity, DoD IA practitioners tasked with GIG certification and accreditation responsibilities require implementation guidance, access, and content suitable to accomplishing C&A in this dynamic DoD-wide environment. Implementation guidance must reflect the most up-to-date DoD intent regarding evolving IA security objectives and risk conditions. Written manuals that must be formally and laboriously coordinated lack the timeliness and versatility required to adequately meet the access, distribution, and relevancy challenges posed. To address this enterprise challenge, the DIACAP KS, developed and owned by the Department of Defense, has been established as the on-line, Web-based resource that provides requirements, guidance, and tools for implementing and executing the DIACAP. The KS is available to all individuals with C&A responsibilities, provides convenient access to Reference (d) IA controls and required standardized IA control implementation and validation procedures, and assists members of the IA community in fulfilling the requirements of the DIACAP. It is accessible by individuals with a DoD PKI certificate (Common Access Card (CAC)), or External Certification Authority (ECA) certificate in conjunction with DoD sponsorship (e.g., for DoD contractors without a CAC and working off-site). The KS is the DoD official resource for implementing and executing the DIACAP.

E4.2. The purpose of the DIACAP KS is to provide IA practitioners and managers with a single authorized source for execution and implementation guidance, community forums, and the latest information and developments in DIACAP. The DIACAP KS supports both automated and non-automated implementation of the DIACAP.

E4.3. The KS is a library of tools, diagrams, process maps, documents, etc., to support and aid in the execution of the DIACAP. It is a collaboration workspace for the DIACAP user community to develop, share, and post lessons learned and best practices and a source for IA news and events and other IA-related information resources.

E4.4. The DIACAP TAG is responsible for maintaining CCM of the online KS content. The TAG:

E4.4.1. Provides detailed analysis and authoring support for the enterprise portion of the DIACAP KS content.

[1] https://diacap.iaportal.navy.mil/

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E4.4.2. Provides configuration control for DIACAP-related enterprise services, including DIACAP KS functionality.

E4.4.3. Interfaces with the DoD Component IA programs, GIG MAs, IA COIs, and specialized entities within the IA domain governance structure. (See Figure F1.)

E4.4.4. Addresses issues that are common across entities and recommends changes to the baseline IA controls and C&A process.

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E5. ENCLOSURE 5

DIACAP TRANSITION TIMELINE AND INSTRUCTIONS

E5.1. The DIACAP Transition Timeline and Instructions provide guidance and direction for all systems transitioning to DIACAP from the DITSCAP environment.

Table E5.T1. DIACAP Transition Timeline and Instructions

	DoD IS C&A STATUS	TRANSITION TIMELINE and INSTRUCTIONS
1	Unaccredited new start or operational DoD IS (No DITSCAP activity).	Initiate DIACAP.
2	DoD IS has initiated DITSCAP, but does not yet have a signed Phase One System Security Authorization Agreement (SSAA).	Transition to DIACAP immediately.
3	DoD IS has a DITSCAP Phase One signed SSAA and is in Phase Two or Phase Three (does not yet have an accreditation decision). The Phase One SSAA Requirements Traceability Matrix (RTM) incorporates all DoD baseline IA controls as specified in Reference (d).	Continue under DITSCAP. The DITSCAP SSAA section addressing re-accreditation requirements (section 5.7 in the SSAA outline of Reference (e)) should have been modified as directed by Reference (g) to identify the governing DoD Component IA program and describe the system's strategy and schedule for transitioning to DIACAP, satisfying the DIACAP Annual Review and meeting the reporting requirements of FISMA (Reference (a)). The schedule for transitioning from DITSCAP to DIACAP shall not exceed the system re-accreditation timeline.
4	DoD IS has a DITSCAP Phase One signed SSAA and is in Phase Two or Phase Three (does not yet have an accreditation decision). The Phase One SSAA RTM does not incorporate all DoD baseline IA controls as specified in Reference (d).	Comply with guidance at #3 above and continue under DITSCAP. The DITSCAP RTM to incorporate all DoD baseline IA controls as specified in Reference (d) and a plan for implementing them should have been modified as directed by Reference (g). IA controls implementation timelines

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Table E5.T1. DIACAP Transition Timeline and Instructions, (cont'd)

DoD IS C&A STATUS		TRANSITION TIMELINE and INSTRUCTIONS
		may extend beyond the DITSCAP accreditation decision, that is, the DITSCAP accreditation decision is not contingent upon full compliance with the baseline IA controls, but the system must provide information/visibility of its compliance status and have a viable plan for achieving compliance in order to be granted an accreditation decision under DITSCAP.
5	DoD IS has a DITSCAP accreditation decision that is current within 3 years.	A strategy and schedule for transitioning to DIACAP, achieving compliance with Reference (d) baseline IA controls, satisfying the DIACAP Annual Review, and meeting the reporting requirements of Reference (a) should be completed as directed by Reference (g). If the DITSCAP RTM does not incorporate the baseline DoD IA controls as specified in Reference (d), the DoD IS shall provide the DAA with an assessment of compliance. If the accreditation decision is IATO and the system is on a path toward full authorization, continue under DITSCAP as modified by the guidelines of this table to achieve authorization.
6	DoD IS has a DITSCAP ATO that is more than 3 years old.	Initiate DIACAP.

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Business Associate Addendum

The intent of this Addendum to the Underlying Agreement ("Agreement") between TRICARE Management Activity (hereinafter "TMA") and the TRICARE Quality Monitoring Contractor (hereinafter "Contractor") is to address certain contractual requirements applicable to TMA pursuant to regulations issued pursuant to the Administrative Simplification Provisions of the Health Insurance Portability and Accountability Act of 1996, specifically provisions of 45 CFR § Parts 160 and 164, (hereinafter "HHS Privacy Regulation").

1. Definitions

(a) Capitalized terms used in this Addendum and in Attachment A but not defined herein shall have the meanings ascribed to them in the HHS Privacy Regulation.

(b) "Underlying Agreement" means the Agreement executed between TMA and Contractor, to which this Addendum is attached.

(c) "Privacy Compliance Date" means April 14, 2003.

2. General

(a) *Implementation*. Contractor acknowledges that it is a Business Associate of TMA for purposes of HHS Privacy Regulation, which was issued, in final form on December 28, 2000 (and may be amended from time to time). Contractor shall implement the HHS Privacy Regulation within the context of the DoD Health Information Privacy Regulation (DoD 6025.LL-R), the DoD Privacy Program (DoD 5400.11-R), the Privacy Act of 1974 (Public Law 93-579, 5 U.S.C. 552a), as amended, and other applicable laws and regulations.

(b) *Compliance*. Accordingly, from and after the Privacy Compliance Date, Contractor shall comply with the provisions set forth in this Addendum and Attachment with respect to TMA's Protected Health Information. Should there be any modifications or revisions to the date which TMA must comply with the HHS Privacy Regulation, this Addendum is then still in effect. When effective, this Addendum will remain effective for the entire term of the Agreement, or until terminated.

(c) *Uses and Disclosures of Protected Health Information by Contractor*. Except as otherwise limited in this Addendum, Contractor may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, TMA ,as specified in the Agreement, provided that such use or disclosure would not violate the HHS Privacy Regulation, the DoD Health Information Privacy Regulation, the DoD Privacy Program, the Privacy Act of 1974, as amended, and other applicable laws and regulations.

(d) *Failure to Comply with HIPAA Obligations.*

(i) *Mitigation Obligation*. If, following the Privacy Compliance Date, Contractor has violated any of its obligations under this Addendum, at its sole cost and expense, Contractor immediately shall take all steps necessary to mitigate the harmful effects of such violation, if any.

(ii) *Opportunity to Cure/Termination*. If, following the Privacy Compliance Date, Contractor notifies TMA, or TMA otherwise has reason to believe, that Contractor has violated a material term of any of the

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requirements set forth in this Addendum, TMA may request a plan for addressing TMA's concerns and, if necessary, the parties thereafter shall engage in good faith discussions in an effort to reach agreement on the terms of the corrective plan. If Contractor materially fails to implement the terms of the mutually agreed corrective plan, then, in addition to any other rights and remedies that may be available to TMA, TMA has the right to terminate Agreement.

(e) *State Law Requirement.* Generally, State Laws pertaining to health care are not applicable to health care programs and activities of TMA. However, there are circumstances when TMA procedures require the Contractor to follow State Law as described in the DoD Health Information Privacy Regulation, Chapter 2.

(f) *HIPAA Audit Rights.* Upon TMA's request, Contractor shall make available to TMA its internal practices, books, and records relating to the Use and Disclosure of Protected Health Information received from, or created or received by TMA on behalf of, TMA in order to permit TMA to confirm and/or investigate Contractor's compliance with its HIPAA-related obligations (including any obligations under applicable state laws and regulations) hereunder. Contractor shall cooperate with TMA in all reasonable respects in connection with such audits.

(g) *Special Notice Provision.* Any notices required or permitted to be delivered to TMA under this Addendum (including Attachment) shall be delivered to the TMA Privacy Officer pursuant to the notice requirements set forth in the section(s) of the Agreement related to notice, and shall be in addition to the notice requirements set forth in the Agreement.

(h) *Effect of Amendment.* If there are any conflicts between the terms of the Agreement and the terms of this Addendum, the terms of the Addendum shall control. All non-conflicting terms of the Agreement shall survive and continue in full force and effect.

(i) *Miscellaneous.*

. (i) *Regulatory References.* A reference in this Agreement to a section in the HHS Privacy Regulation means the section as in effect or as amended.

(ii) *Records Management.* Contractor shall follow applicable records management protocol as described in the Agreement, Section C.

(iii) *Access/Complaints.* Contractor shall promptly notify the TMA Privacy Officer of requests for access to TMA's Protected Health Information. Contractor shall promptly notify the TMA Privacy Officer of any HIPAA -related complaints received by the Contractor regarding TMA's Protected Health Information.

(iv) *Privacy Official.* Contractor shall provide the TMA Contracting Officer with the name, location and telephone number of the Contractor's designated representative(s) for the implementation of the HHS Privacy Regulation and DoD Privacy Regulations.

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(v) *Workforce Training*. Individuals in the Contractor's Workforce (including agents, representatives and contractors), who will have access to TMA's Protected Health Information after the Privacy Compliance Date will have: (a) been provided with general HIPAA-related training and education; and (b) specific knowledge of Contractor's HIPAA-related responsibilities and contractual requirements to TMA (including applicable state laws and DoD regulations), in each case prior to being allowed to have access to TMA's Protected Health Information. At TMA's request, Contractor will provide TMA with all information reasonably requested by TMA regarding the training provided to the Contractor's Workforce (including agents, representatives and contractors) who will have or have had access to TMA's Protected Health Information. Contractor shall impose appropriate sanctions on any Workforce individual (including agents, representatives and contractors) who violates any of Contractor's HIPAA-related obligations under this Addendum, and agrees, at TMA's request, to prevent any such Workforce individual (including agents, representatives and contractors) from having any further access to TMA's Protected Health Information.

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Business Associate Addendum

ATTACHMENT A

CONTRACTOR REQUIREMENTS UNDER HHS PRIVACY REGULATION

1. Contractor shall not Use or further Disclose Protected Health Information except as permitted or required by the Agreement (including this Addendum) or as required by Law.

2. Contractor shall use appropriate safeguards to prevent the Use or Disclosure of Protected Health Information other than as provided in the Agreement (including this Addendum).

3. Contractor agrees to mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of Protected Health Information by Contractor in violation of the requirements of this Addendum.

4. Contractor shall report to TMA any Use or Disclosure of Protected Health Information not permitted under terms of the Agreement (including this Addendum) of which it becomes aware.

5. Contractor agrees to ensure that any agent, including subcontractor(s), to whom Contractor provides Protected Health Information received from, or created or received by Contractor on behalf of TMA, agrees to the same restrictions and conditions that apply to Contractor with respect to such Protected Health Information.

6. Contractor shall make available Protected Health Information to individuals in accordance with Section 164.524 of the HHS Privacy Regulation and the DoD Health Information Privacy Regulation, Chapter 11.

7. Contractor shall make available Protected Health Information for amendment and incorporate any amendments to Protected Health Information in accordance with Section 164.526 of the HHS Privacy Regulation and the DoD Health Information Privacy Regulation, Chapter 12.

8. Contractor agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by the Contractor on behalf of TMA, to the Secretary for purposes of the Secretary determining TMA's compliance with the HHS Privacy Regulation.

9. Contractor shall make available the information required to provide an accounting of disclosures in accordance with Section 164.528 of the HHS Privacy Regulation and the DoD Health Information Privacy Regulation, Chapter 13.

10. Contractor shall use authorizations conforming to the core elements identified in the HHS Privacy Regulation at §164.508(c), as necessary. The Contractor shall obtain a signed authorization for any use and disclosure consistent with the DoD Health Information Privacy Regulation, Chapter 5, and the HHS Privacy Regulation, §164.508(a). If the Contractor requires the Psychotherapy Notes, as

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defined in the DoD Health Information Privacy Regulation, of an individual, the Contractor shall obtain a signed authorization from that Individual subject to the exceptions listed in the HHS Privacy Regulation §164.508(a). Under the HHS Privacy Regulation the Contractor shall not release the Psychotherapy Notes to the Individual who is the subject of the notes. However, under the Privacy Act of 1974 case law, the Individual may have access to all of their health information, including their psychotherapy notes. Due to such complexities, the Contractor shall refer all determinations for release of Psychotherapy Notes to the TMA Office of General Counsel.

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TRICARE Eligible Beneficiary Population as of March 2009

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Demographics of Total Number of Eligibles for Military Health Care
March 2009

		Beneficiary Category				
Gender	**Age Group**	**1 Dependent of Active Duty/Guard**	**2 Retiree**	**3 Other**	**4 Active Duty**	**Total**
Female	**0**	50,066		4,614		**54,680**
	01-05	246,346		39,459		**285,805**
	06-10	195,796		66,056	1	**261,853**
	11-15	153,135		118,156		**271,291**
	16-20	139,784	62	197,380	36,696	**373,922**
	21-25	188,587	688	52,649	79,048	**320,972**
	26-30	183,843	1,237	26,136	54,495	**265,711**
	31-35	146,613	1,329	32,904	32,412	**213,258**
	36-40	124,672	3,329	69,627	26,228	**223,856**
	41-45	74,447	13,072	137,642	16,073	**241,234**
	46-50	35,031	23,750	195,534	7,760	**262,075**
	51-55	14,313	23,181	228,144	3,217	**268,855**
	56-60	6,132	14,944	274,970	1,036	**297,082**
	61-64	2,382	8,431	233,773	115	**244,701**
	65+	2,979	12,443	997,806	28	**1,013,256**
	unknown	1	3	6	10	**20**
Female Total		**1,564,127**	**102,469**	**2,674,856**	**257,119**	**4,598,571**

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	Age Group	1 Dependent of Active Duty/Guard	2 Retiree	3 Other	4 Active Duty	Total
Male	**0**	52,896		5,122	1	**58,019**
	01-05	256,644		41,086		**297,730**
	06-10	202,642		68,838		**271,480**
	11-15	158,204	1	121,925	1	**280,131**
	16-20	95,601	198	201,326	186,473	**483,598**
	21-25	14,998	4,426	53,629	449,782	**522,835**
	26-30	13,452	6,570	25,421	296,676	**342,119**
	31-35	10,010	6,349	16,470	198,008	**230,837**
	36-40	8,351	23,250	16,929	179,970	**228,500**
	41-45	7,734	113,820	16,351	105,707	**243,612**
	46-50	5,197	199,029	13,856	44,981	**263,063**
	51-55	2,838	213,419	9,562	14,310	**240,129**
	56-60	1,639	245,940	5,943	4,999	**258,521**
	61-64	806	261,142	2,402	576	**264,926**
	65+	1,147	887,421	4,515	168	**893,251**
	unknown		84	3	23	**110**
Male Total		**832,159**	**1,961,649**	**603,378**	**1,481,675**	**4,878,861**

	Age Group	1 Dependent of Active Duty/Guard	2 Retiree	3 Other	4 Active Duty	Total
unknown gender	**0**	2				**2**
	01-05	53		32		**85**
	06-10			1		**1**
	16-20	2		4		**6**
	21-25	2		2	4	**8**
	26-30	4		2	3	**9**
	31-35	5	6			**11**
	36-40	1	7	6	5	**19**
	41-45	2	77	13	1	**93**
	46-50		97	14	2	**113**
	51-55		117	11	2	**130**
	56-60		259	12		**271**
	61-64		461	9	1	**471**
	65+		690	11	2	**703**
	unknown		70	8	46	**124**
unknown gender total		**71**	**1,784**	**125**	**66**	**2,046**
Grand Total		**2,396,357**	**2,065,902**	**3,278,359**	**1,738,860**	**9,479,478**

Data extracted on May 11, 2009

Data source: M2 DEERS Eligibility CY 2009 - CM 03

Sum of Beneficiary Count		Beneficiary Category				
Gender	Age Group	1 Dependent of Active Duty/Guard	2 Retiree	3 Other	4 Active Duty	Grand Total
F	0	50,066		4,614		54,680
	01-05	246,346		39,459		285,805
	06-10	195,796		66,056	1	261,853
	11-15	153,135		118,156		271,291
	16-20	139,784	62	197,380	36,696	373,922
	21-25	188,587	688	52,649	79,048	320,972
	26-30	183,843	1,237	26,136	54,495	265,711
	31-35	146,613	1,329	32,904	32,412	213,258
	36-40	124,672	3,329	69,627	26,228	223,856
	41-45	74,447	13,072	137,642	16,073	241,234
	46-50	35,031	23,750	195,534	7,760	262,075
	51-55	14,313	23,181	228,144	3,217	268,855
	56-60	6,132	14,944	274,970	1,036	297,082
	61-64	2,382	8,431	233,773	115	244,701
	65+	2,979	12,443	997,806	28	1,013,256
	unknown	1	3	6	10	20
F Total		1,564,127	102,469	2,674,856	257,119	4,598,571
M	0	52,896		5,122	1	58,019
	01-05	256,644		41,086		297,730
	06-10	202,642		68,838		271,480
	11-15	158,204	1	121,925	1	280,131
	16-20	95,601	198	201,326	186,473	483,598
	21-25	14,998	4,426	53,629	449,782	522,835
	26-30	13,452	6,570	25,421	296,676	342,119
	31-35	10,010	6,349	16,470	198,008	230,837
	36-40	8,351	23,250	16,929	179,970	228,500
	41-45	7,734	113,820	16,351	105,707	243,612
	46-50	5,197	199,029	13,856	44,981	263,063
	51-55	2,838	213,419	9,562	14,310	240,129
	56-60	1,639	245,940	5,943	4,999	258,521
	61-64	806	261,142	2,402	576	264,926
	65+	1,147	887,421	4,515	168	893,251
	unknown		84	3	23	110
M Total		832,159	1,961,649	603,378	1,481,675	4,878,861
Z	0	2				2
	01-05	53		32		85
	06-10			1		1
	16-20	2		4		6
	21-25	2		2	4	8
	26-30	4		2	3	9
	31-35	5	6			11
	36-40	1	7	6	5	19
	41-45	2	77	13	1	93
	46-50		97	14	2	113
	51-55		117	11	2	130
	56-60		259	12		271
	61-64		461	9	1	471
	65+		690	11	2	703
	unknown		70	8	46	124
Z Total		71	1,784	125	66	2,046
Grand Total		2,396,357	2,065,902	3,278,359	1,738,860	9,479,478

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DATA

CY	CM	Age	Age Group	Gender	Ben Cat Common	Beneficiary Category	Beneficiary Count
2009	3	0	0	F	1	1 Dependent of Active Duty/Guard	50,066
2009	3	0	0	M	1	1 Dependent of Active Duty/Guard	52,896
2009	3	0	0	Z	1	1 Dependent of Active Duty/Guard	2
2009	3	0	0	F	3	3 Other	4,614
2009	3	0	0	M	3	3 Other	5,122
2009	3	0	0	M	4	4 Active Duty	1
2009	3	1	01-05	F	1	1 Dependent of Active Duty/Guard	54,610
2009	3	1	01-05	M	1	1 Dependent of Active Duty/Guard	57,201
2009	3	1	01-05	F	3	3 Other	6,407
2009	3	1	01-05	M	3	3 Other	6,746
2009	3	2	01-05	F	1	1 Dependent of Active Duty/Guard	52,066
2009	3	2	01-05	M	1	1 Dependent of Active Duty/Guard	54,503
2009	3	2	01-05	F	3	3 Other	7,395
2009	3	2	01-05	M	3	3 Other	7,679
2009	3	3	01-05	F	1	1 Dependent of Active Duty/Guard	49,142
2009	3	3	01-05	M	1	1 Dependent of Active Duty/Guard	51,067
2009	3	3	01-05	F	3	3 Other	7,712
2009	3	3	01-05	M	3	3 Other	8,036
2009	3	4	01-05	F	1	1 Dependent of Active Duty/Guard	46,267
2009	3	4	01-05	M	1	1 Dependent of Active Duty/Guard	48,010
2009	3	4	01-05	Z	1	1 Dependent of Active Duty/Guard	27
2009	3	4	01-05	F	3	3 Other	8,460
2009	3	4	01-05	M	3	3 Other	8,780
2009	3	4	01-05	Z	3	3 Other	18
2009	3	5	01-05	F	1	1 Dependent of Active Duty/Guard	44,261
2009	3	5	01-05	M	1	1 Dependent of Active Duty/Guard	45,863
2009	3	5	01-05	Z	1	1 Dependent of Active Duty/Guard	26
2009	3	5	01-05	F	3	3 Other	9,485
2009	3	5	01-05	M	3	3 Other	9,845
2009	3	5	01-05	Z	3	3 Other	14
2009	3	6	06-10	F	1	1 Dependent of Active Duty/Guard	42,430
2009	3	6	06-10	M	1	1 Dependent of Active Duty/Guard	43,954
2009	3	6	06-10	F	3	3 Other	10,311
2009	3	6	06-10	M	3	3 Other	10,746
2009	3	6	06-10	Z	3	3 Other	1
2009	3	7	06-10	F	1	1 Dependent of Active Duty/Guard	40,218
2009	3	7	06-10	M	1	1 Dependent of Active Duty/Guard	41,792
2009	3	7	06-10	F	3	3 Other	11,688
2009	3	7	06-10	M	3	3 Other	12,047
2009	3	8	06-10	F	1	1 Dependent of Active Duty/Guard	39,496
2009	3	8	06-10	M	1	1 Dependent of Active Duty/Guard	40,636
2009	3	8	06-10	F	3	3 Other	13,076
2009	3	8	06-10	M	3	3 Other	13,585
2009	3	9	06-10	F	1	1 Dependent of Active Duty/Guard	37,702
2009	3	9	06-10	M	1	1 Dependent of Active Duty/Guard	38,996
2009	3	9	06-10	F	3	3 Other	14,580

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2009	3	9	06-10	M	3	3 Other	15,084
2009	3	9	06-10	F	4	4 Active Duty	1
2009	3	10	06-10	F	1	1 Dependent of Active Duty/Guard	35,950
2009	3	10	06-10	M	1	1 Dependent of Active Duty/Guard	37,264
2009	3	10	06-10	F	3	3 Other	16,401
2009	3	10	06-10	M	3	3 Other	17,376
2009	3	11	11-15	F	1	1 Dependent of Active Duty/Guard	34,327
2009	3	11	11-15	M	1	1 Dependent of Active Duty/Guard	35,371
2009	3	11	11-15	F	3	3 Other	18,485
2009	3	11	11-15	M	3	3 Other	18,941
2009	3	12	11-15	F	1	1 Dependent of Active Duty/Guard	32,419
2009	3	12	11-15	M	1	1 Dependent of Active Duty/Guard	33,505
2009	3	12	11-15	F	3	3 Other	20,443
2009	3	12	11-15	M	3	3 Other	21,410
2009	3	13	11-15	F	1	1 Dependent of Active Duty/Guard	30,804
2009	3	13	11-15	M	1	1 Dependent of Active Duty/Guard	31,740
2009	3	13	11-15	F	3	3 Other	23,407
2009	3	13	11-15	M	3	3 Other	23,861
2009	3	14	11-15	F	1	1 Dependent of Active Duty/Guard	28,662
2009	3	14	11-15	M	1	1 Dependent of Active Duty/Guard	29,906
2009	3	14	11-15	M	2	2 Retiree	1
2009	3	14	11-15	F	3	3 Other	26,168
2009	3	14	11-15	M	3	3 Other	27,197
2009	3	14	11-15	M	4	4 Active Duty	1
2009	3	15	11-15	F	1	1 Dependent of Active Duty/Guard	26,923
2009	3	15	11-15	M	1	1 Dependent of Active Duty/Guard	27,682
2009	3	15	11-15	F	3	3 Other	29,653
2009	3	15	11-15	M	3	3 Other	30,516
2009	3	16	16-20	F	1	1 Dependent of Active Duty/Guard	25,122
2009	3	16	16-20	M	1	1 Dependent of Active Duty/Guard	25,534
2009	3	16	16-20	F	3	3 Other	33,769
2009	3	16	16-20	M	3	3 Other	35,024
2009	3	17	16-20	F	1	1 Dependent of Active Duty/Guard	23,158
2009	3	17	16-20	M	1	1 Dependent of Active Duty/Guard	22,245
2009	3	17	16-20	F	3	3 Other	36,131
2009	3	17	16-20	M	3	3 Other	37,326
2009	3	17	16-20	Z	3	3 Other	1
2009	3	17	16-20	F	4	4 Active Duty	334
2009	3	17	16-20	M	4	4 Active Duty	1,316
2009	3	18	16-20	F	1	1 Dependent of Active Duty/Guard	24,808
2009	3	18	16-20	M	1	1 Dependent of Active Duty/Guard	19,568
2009	3	18	16-20	Z	1	1 Dependent of Active Duty/Guard	1
2009	3	18	16-20	F	2	2 Retiree	6
2009	3	18	16-20	M	2	2 Retiree	9
2009	3	18	16-20	F	3	3 Other	40,615
2009	3	18	16-20	M	3	3 Other	41,262
2009	3	18	16-20	Z	3	3 Other	1
2009	3	18	16-20	F	4	4 Active Duty	7,328
2009	3	18	16-20	M	4	4 Active Duty	29,939
2009	3	19	16-20	F	1	1 Dependent of Active Duty/Guard	30,729
2009	3	19	16-20	M	1	1 Dependent of Active Duty/Guard	15,569
2009	3	19	16-20	F	2	2 Retiree	13

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2009	3	19	16-20	M	2	2 Retiree	48
2009	3	19	16-20	F	3	3 Other	42,626
2009	3	19	16-20	M	3	3 Other	42,667
2009	3	19	16-20	F	4	4 Active Duty	13,596
2009	3	19	16-20	M	4	4 Active Duty	69,266
2009	3	20	16-20	F	1	1 Dependent of Active Duty/Guard	35,967
2009	3	20	16-20	M	1	1 Dependent of Active Duty/Guard	12,685
2009	3	20	16-20	Z	1	1 Dependent of Active Duty/Guard	1
2009	3	20	16-20	F	2	2 Retiree	43
2009	3	20	16-20	M	2	2 Retiree	141
2009	3	20	16-20	F	3	3 Other	44,239
2009	3	20	16-20	M	3	3 Other	45,047
2009	3	20	16-20	Z	3	3 Other	2
2009	3	20	16-20	F	4	4 Active Duty	15,438
2009	3	20	16-20	M	4	4 Active Duty	85,952
2009	3	21	21-25	F	1	1 Dependent of Active Duty/Guard	34,355
2009	3	21	21-25	M	1	1 Dependent of Active Duty/Guard	4,093
2009	3	21	21-25	F	2	2 Retiree	61
2009	3	21	21-25	M	2	2 Retiree	347
2009	3	21	21-25	F	3	3 Other	19,893
2009	3	21	21-25	M	3	3 Other	17,051
2009	3	21	21-25	F	4	4 Active Duty	16,406
2009	3	21	21-25	M	4	4 Active Duty	94,140
2009	3	22	21-25	F	1	1 Dependent of Active Duty/Guard	37,828
2009	3	22	21-25	M	1	1 Dependent of Active Duty/Guard	3,915
2009	3	22	21-25	Z	1	1 Dependent of Active Duty/Guard	1
2009	3	22	21-25	F	2	2 Retiree	94
2009	3	22	21-25	M	2	2 Retiree	639
2009	3	22	21-25	F	3	3 Other	18,413
2009	3	22	21-25	M	3	3 Other	16,768
2009	3	22	21-25	Z	3	3 Other	1
2009	3	22	21-25	F	4	4 Active Duty	16,492
2009	3	22	21-25	M	4	4 Active Duty	96,138
2009	3	23	21-25	F	1	1 Dependent of Active Duty/Guard	37,577
2009	3	23	21-25	M	1	1 Dependent of Active Duty/Guard	2,015
2009	3	23	21-25	Z	1	1 Dependent of Active Duty/Guard	1
2009	3	23	21-25	F	2	2 Retiree	149
2009	3	23	21-25	M	2	2 Retiree	955
2009	3	23	21-25	F	3	3 Other	4,498
2009	3	23	21-25	M	3	3 Other	6,213
2009	3	23	21-25	F	4	4 Active Duty	16,233
2009	3	23	21-25	M	4	4 Active Duty	93,922
2009	3	24	21-25	F	1	1 Dependent of Active Duty/Guard	39,398
2009	3	24	21-25	M	1	1 Dependent of Active Duty/Guard	2,291
2009	3	24	21-25	F	2	2 Retiree	171
2009	3	24	21-25	M	2	2 Retiree	1,200
2009	3	24	21-25	F	3	3 Other	4,737
2009	3	24	21-25	M	3	3 Other	6,849
2009	3	24	21-25	F	4	4 Active Duty	15,531
2009	3	24	21-25	M	4	4 Active Duty	86,743
2009	3	24	21-25	Z	4	4 Active Duty	1
2009	3	25	21-25	F	1	1 Dependent of Active Duty/Guard	39,429

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2009	3	25	21-25	M	1	1 Dependent of Active Duty/Guard	2,684
2009	3	25	21-25	F	2	2 Retiree	213
2009	3	25	21-25	M	2	2 Retiree	1,285
2009	3	25	21-25	F	3	3 Other	5,108
2009	3	25	21-25	M	3	3 Other	6,748
2009	3	25	21-25	Z	3	3 Other	1
2009	3	25	21-25	F	4	4 Active Duty	14,386
2009	3	25	21-25	M	4	4 Active Duty	78,839
2009	3	25	21-25	Z	4	4 Active Duty	3
2009	3	26	26-30	F	1	1 Dependent of Active Duty/Guard	39,818
2009	3	26	26-30	M	1	1 Dependent of Active Duty/Guard	2,748
2009	3	26	26-30	Z	1	1 Dependent of Active Duty/Guard	1
2009	3	26	26-30	F	2	2 Retiree	221
2009	3	26	26-30	M	2	2 Retiree	1,345
2009	3	26	26-30	F	3	3 Other	5,305
2009	3	26	26-30	M	3	3 Other	6,320
2009	3	26	26-30	Z	3	3 Other	1
2009	3	26	26-30	F	4	4 Active Duty	13,814
2009	3	26	26-30	M	4	4 Active Duty	71,822
2009	3	27	26-30	F	1	1 Dependent of Active Duty/Guard	38,336
2009	3	27	26-30	M	1	1 Dependent of Active Duty/Guard	2,856
2009	3	27	26-30	F	2	2 Retiree	222
2009	3	27	26-30	M	2	2 Retiree	1,348
2009	3	27	26-30	F	3	3 Other	5,269
2009	3	27	26-30	M	3	3 Other	5,575
2009	3	27	26-30	F	4	4 Active Duty	12,138
2009	3	27	26-30	M	4	4 Active Duty	64,394
2009	3	27	26-30	Z	4	4 Active Duty	1
2009	3	28	26-30	F	1	1 Dependent of Active Duty/Guard	37,271
2009	3	28	26-30	M	1	1 Dependent of Active Duty/Guard	2,785
2009	3	28	26-30	Z	1	1 Dependent of Active Duty/Guard	2
2009	3	28	26-30	F	2	2 Retiree	271
2009	3	28	26-30	M	2	2 Retiree	1,342
2009	3	28	26-30	F	3	3 Other	5,117
2009	3	28	26-30	M	3	3 Other	4,995
2009	3	28	26-30	F	4	4 Active Duty	10,679
2009	3	28	26-30	M	4	4 Active Duty	58,605
2009	3	28	26-30	Z	4	4 Active Duty	1
2009	3	29	26-30	F	1	1 Dependent of Active Duty/Guard	35,530
2009	3	29	26-30	M	1	1 Dependent of Active Duty/Guard	2,664
2009	3	29	26-30	F	2	2 Retiree	261
2009	3	29	26-30	M	2	2 Retiree	1,294
2009	3	29	26-30	F	3	3 Other	5,329
2009	3	29	26-30	M	3	3 Other	4,521
2009	3	29	26-30	Z	3	3 Other	1
2009	3	29	26-30	F	4	4 Active Duty	9,572
2009	3	29	26-30	M	4	4 Active Duty	53,845
2009	3	29	26-30	Z	4	4 Active Duty	1
2009	3	30	26-30	F	1	1 Dependent of Active Duty/Guard	32,888
2009	3	30	26-30	M	1	1 Dependent of Active Duty/Guard	2,399
2009	3	30	26-30	Z	1	1 Dependent of Active Duty/Guard	1
2009	3	30	26-30	F	2	2 Retiree	262

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2009	3	30	26-30	M	2	2 Retiree	1,241
2009	3	30	26-30	F	3	3 Other	5,116
2009	3	30	26-30	M	3	3 Other	4,010
2009	3	30	26-30	F	4	4 Active Duty	8,292
2009	3	30	26-30	M	4	4 Active Duty	48,010
2009	3	31	31-35	F	1	1 Dependent of Active Duty/Guard	32,232
2009	3	31	31-35	M	1	1 Dependent of Active Duty/Guard	2,343
2009	3	31	31-35	Z	1	1 Dependent of Active Duty/Guard	2
2009	3	31	31-35	F	2	2 Retiree	269
2009	3	31	31-35	M	2	2 Retiree	1,198
2009	3	31	31-35	Z	2	2 Retiree	4
2009	3	31	31-35	F	3	3 Other	5,668
2009	3	31	31-35	M	3	3 Other	3,706
2009	3	31	31-35	F	4	4 Active Duty	7,538
2009	3	31	31-35	M	4	4 Active Duty	44,279
2009	3	32	31-35	F	1	1 Dependent of Active Duty/Guard	29,886
2009	3	32	31-35	M	1	1 Dependent of Active Duty/Guard	2,103
2009	3	32	31-35	Z	1	1 Dependent of Active Duty/Guard	2
2009	3	32	31-35	F	2	2 Retiree	258
2009	3	32	31-35	M	2	2 Retiree	1,263
2009	3	32	31-35	Z	2	2 Retiree	2
2009	3	32	31-35	F	3	3 Other	5,864
2009	3	32	31-35	M	3	3 Other	3,472
2009	3	32	31-35	F	4	4 Active Duty	6,970
2009	3	32	31-35	M	4	4 Active Duty	40,254
2009	3	33	31-35	F	1	1 Dependent of Active Duty/Guard	29,098
2009	3	33	31-35	M	1	1 Dependent of Active Duty/Guard	1,973
2009	3	33	31-35	F	2	2 Retiree	289
2009	3	33	31-35	M	2	2 Retiree	1,212
2009	3	33	31-35	F	3	3 Other	6,389
2009	3	33	31-35	M	3	3 Other	3,269
2009	3	33	31-35	F	4	4 Active Duty	6,245
2009	3	33	31-35	M	4	4 Active Duty	38,649
2009	3	34	31-35	F	1	1 Dependent of Active Duty/Guard	28,255
2009	3	34	31-35	M	1	1 Dependent of Active Duty/Guard	1,835
2009	3	34	31-35	Z	1	1 Dependent of Active Duty/Guard	1
2009	3	34	31-35	F	2	2 Retiree	271
2009	3	34	31-35	M	2	2 Retiree	1,329
2009	3	34	31-35	F	3	3 Other	7,047
2009	3	34	31-35	M	3	3 Other	3,024
2009	3	34	31-35	F	4	4 Active Duty	6,048
2009	3	34	31-35	M	4	4 Active Duty	37,608
2009	3	35	31-35	F	1	1 Dependent of Active Duty/Guard	27,142
2009	3	35	31-35	M	1	1 Dependent of Active Duty/Guard	1,756
2009	3	35	31-35	F	2	2 Retiree	242
2009	3	35	31-35	M	2	2 Retiree	1,347
2009	3	35	31-35	F	3	3 Other	7,936
2009	3	35	31-35	M	3	3 Other	2,999
2009	3	35	31-35	F	4	4 Active Duty	5,611
2009	3	35	31-35	M	4	4 Active Duty	37,218
2009	3	36	36-40	F	1	1 Dependent of Active Duty/Guard	26,969
2009	3	36	36-40	M	1	1 Dependent of Active Duty/Guard	1,741

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2009	3	36	36-40	F	2	2 Retiree	298
2009	3	36	36-40	M	2	2 Retiree	1,525
2009	3	36	36-40	F	3	3 Other	9,228
2009	3	36	36-40	M	3	3 Other	3,044
2009	3	36	36-40	Z	3	3 Other	3
2009	3	36	36-40	F	4	4 Active Duty	5,396
2009	3	36	36-40	M	4	4 Active Duty	37,282
2009	3	36	36-40	Z	4	4 Active Duty	1
2009	3	37	36-40	F	1	1 Dependent of Active Duty/Guard	26,955
2009	3	37	36-40	M	1	1 Dependent of Active Duty/Guard	1,671
2009	3	37	36-40	Z	1	1 Dependent of Active Duty/Guard	1
2009	3	37	36-40	F	2	2 Retiree	336
2009	3	37	36-40	M	2	2 Retiree	1,735
2009	3	37	36-40	F	3	3 Other	11,454
2009	3	37	36-40	M	3	3 Other	3,344
2009	3	37	36-40	Z	3	3 Other	1
2009	3	37	36-40	F	4	4 Active Duty	5,798
2009	3	37	36-40	M	4	4 Active Duty	39,721
2009	3	37	36-40	Z	4	4 Active Duty	4
2009	3	38	36-40	F	1	1 Dependent of Active Duty/Guard	26,469
2009	3	38	36-40	M	1	1 Dependent of Active Duty/Guard	1,784
2009	3	38	36-40	F	2	2 Retiree	576
2009	3	38	36-40	M	2	2 Retiree	3,525
2009	3	38	36-40	Z	2	2 Retiree	1
2009	3	38	36-40	F	3	3 Other	14,290
2009	3	38	36-40	M	3	3 Other	3,601
2009	3	38	36-40	F	4	4 Active Duty	5,738
2009	3	38	36-40	M	4	4 Active Duty	39,006
2009	3	39	36-40	F	1	1 Dependent of Active Duty/Guard	23,357
2009	3	39	36-40	M	1	1 Dependent of Active Duty/Guard	1,620
2009	3	39	36-40	F	2	2 Retiree	880
2009	3	39	36-40	M	2	2 Retiree	6,528
2009	3	39	36-40	Z	2	2 Retiree	2
2009	3	39	36-40	F	3	3 Other	16,040
2009	3	39	36-40	M	3	3 Other	3,541
2009	3	39	36-40	Z	3	3 Other	1
2009	3	39	36-40	F	4	4 Active Duty	5,068
2009	3	39	36-40	M	4	4 Active Duty	33,982
2009	3	40	36-40	F	1	1 Dependent of Active Duty/Guard	20,922
2009	3	40	36-40	M	1	1 Dependent of Active Duty/Guard	1,535
2009	3	40	36-40	F	2	2 Retiree	1,239
2009	3	40	36-40	M	2	2 Retiree	9,937
2009	3	40	36-40	Z	2	2 Retiree	4
2009	3	40	36-40	F	3	3 Other	18,615
2009	3	40	36-40	M	3	3 Other	3,399
2009	3	40	36-40	Z	3	3 Other	1
2009	3	40	36-40	F	4	4 Active Duty	4,228
2009	3	40	36-40	M	4	4 Active Duty	29,979
2009	3	41	41-45	F	1	1 Dependent of Active Duty/Guard	18,438
2009	3	41	41-45	M	1	1 Dependent of Active Duty/Guard	1,585
2009	3	41	41-45	F	2	2 Retiree	1,592
2009	3	41	41-45	M	2	2 Retiree	13,678

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2009	3	41	41-45	Z	2	2 Retiree	8
2009	3	41	41-45	F	3	3 Other	20,749
2009	3	41	41-45	M	3	3 Other	3,226
2009	3	41	41-45	Z	3	3 Other	2
2009	3	41	41-45	F	4	4 Active Duty	3,956
2009	3	41	41-45	M	4	4 Active Duty	26,315
2009	3	42	41-45	F	1	1 Dependent of Active Duty/Guard	16,479
2009	3	42	41-45	M	1	1 Dependent of Active Duty/Guard	1,657
2009	3	42	41-45	F	2	2 Retiree	2,073
2009	3	42	41-45	M	2	2 Retiree	18,063
2009	3	42	41-45	Z	2	2 Retiree	9
2009	3	42	41-45	F	3	3 Other	24,014
2009	3	42	41-45	M	3	3 Other	3,206
2009	3	42	41-45	Z	3	3 Other	1
2009	3	42	41-45	F	4	4 Active Duty	3,580
2009	3	42	41-45	M	4	4 Active Duty	23,689
2009	3	43	41-45	F	1	1 Dependent of Active Duty/Guard	14,675
2009	3	43	41-45	M	1	1 Dependent of Active Duty/Guard	1,561
2009	3	43	41-45	F	2	2 Retiree	2,565
2009	3	43	41-45	M	2	2 Retiree	22,631
2009	3	43	41-45	Z	2	2 Retiree	18
2009	3	43	41-45	F	3	3 Other	27,351
2009	3	43	41-45	M	3	3 Other	3,318
2009	3	43	41-45	Z	3	3 Other	3
2009	3	43	41-45	F	4	4 Active Duty	3,180
2009	3	43	41-45	M	4	4 Active Duty	21,145
2009	3	43	41-45	Z	4	4 Active Duty	1
2009	3	44	41-45	F	1	1 Dependent of Active Duty/Guard	13,323
2009	3	44	41-45	M	1	1 Dependent of Active Duty/Guard	1,479
2009	3	44	41-45	Z	1	1 Dependent of Active Duty/Guard	1
2009	3	44	41-45	F	2	2 Retiree	3,184
2009	3	44	41-45	M	2	2 Retiree	27,676
2009	3	44	41-45	Z	2	2 Retiree	17
2009	3	44	41-45	F	3	3 Other	31,147
2009	3	44	41-45	M	3	3 Other	3,340
2009	3	44	41-45	Z	3	3 Other	3
2009	3	44	41-45	F	4	4 Active Duty	2,827
2009	3	44	41-45	M	4	4 Active Duty	18,653
2009	3	45	41-45	F	1	1 Dependent of Active Duty/Guard	11,532
2009	3	45	41-45	M	1	1 Dependent of Active Duty/Guard	1,452
2009	3	45	41-45	Z	1	1 Dependent of Active Duty/Guard	1
2009	3	45	41-45	F	2	2 Retiree	3,658
2009	3	45	41-45	M	2	2 Retiree	31,772
2009	3	45	41-45	Z	2	2 Retiree	25
2009	3	45	41-45	F	3	3 Other	34,381
2009	3	45	41-45	M	3	3 Other	3,261
2009	3	45	41-45	Z	3	3 Other	4
2009	3	45	41-45	F	4	4 Active Duty	2,530
2009	3	45	41-45	M	4	4 Active Duty	15,905
2009	3	46	46-50	F	1	1 Dependent of Active Duty/Guard	9,812
2009	3	46	46-50	M	1	1 Dependent of Active Duty/Guard	1,262
2009	3	46	46-50	F	2	2 Retiree	4,264

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2009	3	46	46-50	M	2	2 Retiree	35,490
2009	3	46	46-50	Z	2	2 Retiree	20
2009	3	46	46-50	F	3	3 Other	36,373
2009	3	46	46-50	M	3	3 Other	3,137
2009	3	46	46-50	Z	3	3 Other	2
2009	3	46	46-50	F	4	4 Active Duty	2,176
2009	3	46	46-50	M	4	4 Active Duty	13,191
2009	3	47	46-50	F	1	1 Dependent of Active Duty/Guard	8,287
2009	3	47	46-50	M	1	1 Dependent of Active Duty/Guard	1,142
2009	3	47	46-50	F	2	2 Retiree	4,685
2009	3	47	46-50	M	2	2 Retiree	38,454
2009	3	47	46-50	Z	2	2 Retiree	17
2009	3	47	46-50	F	3	3 Other	38,103
2009	3	47	46-50	M	3	3 Other	2,943
2009	3	47	46-50	Z	3	3 Other	4
2009	3	47	46-50	F	4	4 Active Duty	1,790
2009	3	47	46-50	M	4	4 Active Duty	10,959
2009	3	47	46-50	Z	4	4 Active Duty	2
2009	3	48	46-50	F	1	1 Dependent of Active Duty/Guard	6,785
2009	3	48	46-50	M	1	1 Dependent of Active Duty/Guard	1,003
2009	3	48	46-50	F	2	2 Retiree	4,903
2009	3	48	46-50	M	2	2 Retiree	40,774
2009	3	48	46-50	Z	2	2 Retiree	19
2009	3	48	46-50	F	3	3 Other	39,349
2009	3	48	46-50	M	3	3 Other	2,840
2009	3	48	46-50	Z	3	3 Other	2
2009	3	48	46-50	F	4	4 Active Duty	1,499
2009	3	48	46-50	M	4	4 Active Duty	8,769
2009	3	49	46-50	F	1	1 Dependent of Active Duty/Guard	5,555
2009	3	49	46-50	M	1	1 Dependent of Active Duty/Guard	969
2009	3	49	46-50	F	2	2 Retiree	5,091
2009	3	49	46-50	M	2	2 Retiree	42,109
2009	3	49	46-50	Z	2	2 Retiree	22
2009	3	49	46-50	F	3	3 Other	40,527
2009	3	49	46-50	M	3	3 Other	2,564
2009	3	49	46-50	Z	3	3 Other	2
2009	3	49	46-50	F	4	4 Active Duty	1,245
2009	3	49	46-50	M	4	4 Active Duty	6,811
2009	3	50	46-50	F	1	1 Dependent of Active Duty/Guard	4,592
2009	3	50	46-50	M	1	1 Dependent of Active Duty/Guard	821
2009	3	50	46-50	F	2	2 Retiree	4,807
2009	3	50	46-50	M	2	2 Retiree	42,202
2009	3	50	46-50	Z	2	2 Retiree	19
2009	3	50	46-50	F	3	3 Other	41,182
2009	3	50	46-50	M	3	3 Other	2,372
2009	3	50	46-50	Z	3	3 Other	4
2009	3	50	46-50	F	4	4 Active Duty	1,050
2009	3	50	46-50	M	4	4 Active Duty	5,251
2009	3	51	51-55	F	1	1 Dependent of Active Duty/Guard	3,874
2009	3	51	51-55	M	1	1 Dependent of Active Duty/Guard	713
2009	3	51	51-55	F	2	2 Retiree	4,917
2009	3	51	51-55	M	2	2 Retiree	42,944

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2009	3	51	51-55	Z	2	2 Retiree	29
2009	3	51	51-55	F	3	3 Other	43,437
2009	3	51	51-55	M	3	3 Other	2,309
2009	3	51	51-55	Z	3	3 Other	1
2009	3	51	51-55	F	4	4 Active Duty	841
2009	3	51	51-55	M	4	4 Active Duty	4,438
2009	3	51	51-55	Z	4	4 Active Duty	1
2009	3	52	51-55	F	1	1 Dependent of Active Duty/Guard	3,290
2009	3	52	51-55	M	1	1 Dependent of Active Duty/Guard	616
2009	3	52	51-55	F	2	2 Retiree	4,799
2009	3	52	51-55	M	2	2 Retiree	42,370
2009	3	52	51-55	Z	2	2 Retiree	30
2009	3	52	51-55	F	3	3 Other	44,475
2009	3	52	51-55	M	3	3 Other	2,054
2009	3	52	51-55	Z	3	3 Other	2
2009	3	52	51-55	F	4	4 Active Duty	731
2009	3	52	51-55	M	4	4 Active Duty	3,408
2009	3	53	51-55	F	1	1 Dependent of Active Duty/Guard	2,763
2009	3	53	51-55	M	1	1 Dependent of Active Duty/Guard	552
2009	3	53	51-55	F	2	2 Retiree	4,770
2009	3	53	51-55	M	2	2 Retiree	42,527
2009	3	53	51-55	Z	2	2 Retiree	19
2009	3	53	51-55	F	3	3 Other	45,561
2009	3	53	51-55	M	3	3 Other	1,872
2009	3	53	51-55	Z	3	3 Other	2
2009	3	53	51-55	F	4	4 Active Duty	664
2009	3	53	51-55	M	4	4 Active Duty	2,681
2009	3	54	51-55	F	1	1 Dependent of Active Duty/Guard	2,424
2009	3	54	51-55	M	1	1 Dependent of Active Duty/Guard	491
2009	3	54	51-55	F	2	2 Retiree	4,479
2009	3	54	51-55	M	2	2 Retiree	42,822
2009	3	54	51-55	Z	2	2 Retiree	24
2009	3	54	51-55	F	3	3 Other	46,798
2009	3	54	51-55	M	3	3 Other	1,728
2009	3	54	51-55	Z	3	3 Other	4
2009	3	54	51-55	F	4	4 Active Duty	562
2009	3	54	51-55	M	4	4 Active Duty	2,116
2009	3	55	51-55	F	1	1 Dependent of Active Duty/Guard	1,962
2009	3	55	51-55	M	1	1 Dependent of Active Duty/Guard	466
2009	3	55	51-55	F	2	2 Retiree	4,216
2009	3	55	51-55	M	2	2 Retiree	42,756
2009	3	55	51-55	Z	2	2 Retiree	15
2009	3	55	51-55	F	3	3 Other	47,873
2009	3	55	51-55	M	3	3 Other	1,599
2009	3	55	51-55	Z	3	3 Other	2
2009	3	55	51-55	F	4	4 Active Duty	419
2009	3	55	51-55	M	4	4 Active Duty	1,667
2009	3	55	51-55	Z	4	4 Active Duty	1
2009	3	56	56-60	F	1	1 Dependent of Active Duty/Guard	1,710
2009	3	56	56-60	M	1	1 Dependent of Active Duty/Guard	406
2009	3	56	56-60	F	2	2 Retiree	3,775
2009	3	56	56-60	M	2	2 Retiree	43,394

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2009	3	56	56-60	Z	2	2 Retiree	25
2009	3	56	56-60	F	3	3 Other	49,549
2009	3	56	56-60	M	3	3 Other	1,413
2009	3	56	56-60	Z	3	3 Other	4
2009	3	56	56-60	F	4	4 Active Duty	365
2009	3	56	56-60	M	4	4 Active Duty	1,429
2009	3	57	56-60	F	1	1 Dependent of Active Duty/Guard	1,490
2009	3	57	56-60	M	1	1 Dependent of Active Duty/Guard	357
2009	3	57	56-60	F	2	2 Retiree	3,141
2009	3	57	56-60	M	2	2 Retiree	41,589
2009	3	57	56-60	Z	2	2 Retiree	31
2009	3	57	56-60	F	3	3 Other	51,486
2009	3	57	56-60	M	3	3 Other	1,315
2009	3	57	56-60	Z	3	3 Other	3
2009	3	57	56-60	F	4	4 Active Duty	248
2009	3	57	56-60	M	4	4 Active Duty	1,201
2009	3	58	56-60	F	1	1 Dependent of Active Duty/Guard	1,131
2009	3	58	56-60	M	1	1 Dependent of Active Duty/Guard	301
2009	3	58	56-60	F	2	2 Retiree	2,661
2009	3	58	56-60	M	2	2 Retiree	42,544
2009	3	58	56-60	Z	2	2 Retiree	50
2009	3	58	56-60	F	3	3 Other	53,822
2009	3	58	56-60	M	3	3 Other	1,245
2009	3	58	56-60	Z	3	3 Other	1
2009	3	58	56-60	F	4	4 Active Duty	192
2009	3	58	56-60	M	4	4 Active Duty	1,043
2009	3	59	56-60	F	1	1 Dependent of Active Duty/Guard	965
2009	3	59	56-60	M	1	1 Dependent of Active Duty/Guard	296
2009	3	59	56-60	F	2	2 Retiree	2,241
2009	3	59	56-60	M	2	2 Retiree	46,589
2009	3	59	56-60	Z	2	2 Retiree	66
2009	3	59	56-60	F	3	3 Other	58,284
2009	3	59	56-60	M	3	3 Other	1,144
2009	3	59	56-60	Z	3	3 Other	3
2009	3	59	56-60	F	4	4 Active Duty	154
2009	3	59	56-60	M	4	4 Active Duty	899
2009	3	60	56-60	F	1	1 Dependent of Active Duty/Guard	836
2009	3	60	56-60	M	1	1 Dependent of Active Duty/Guard	279
2009	3	60	56-60	F	2	2 Retiree	3,126
2009	3	60	56-60	M	2	2 Retiree	71,824
2009	3	60	56-60	Z	2	2 Retiree	87
2009	3	60	56-60	F	3	3 Other	61,829
2009	3	60	56-60	M	3	3 Other	826
2009	3	60	56-60	Z	3	3 Other	1
2009	3	60	56-60	F	4	4 Active Duty	77
2009	3	60	56-60	M	4	4 Active Duty	427
2009	3	61	61-64	F	1	1 Dependent of Active Duty/Guard	753
2009	3	61	61-64	M	1	1 Dependent of Active Duty/Guard	255
2009	3	61	61-64	F	2	2 Retiree	2,857
2009	3	61	61-64	M	2	2 Retiree	77,891
2009	3	61	61-64	Z	2	2 Retiree	174
2009	3	61	61-64	F	3	3 Other	65,953

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2009	3	61	61-64	M	3	3 Other	769
2009	3	61	61-64	Z	3	3 Other	1
2009	3	61	61-64	F	4	4 Active Duty	67
2009	3	61	61-64	M	4	4 Active Duty	321
2009	3	62	61-64	F	1	1 Dependent of Active Duty/Guard	685
2009	3	62	61-64	M	1	1 Dependent of Active Duty/Guard	231
2009	3	62	61-64	F	2	2 Retiree	2,520
2009	3	62	61-64	M	2	2 Retiree	75,897
2009	3	62	61-64	Z	2	2 Retiree	135
2009	3	62	61-64	F	3	3 Other	64,728
2009	3	62	61-64	M	3	3 Other	685
2009	3	62	61-64	Z	3	3 Other	6
2009	3	62	61-64	F	4	4 Active Duty	26
2009	3	62	61-64	M	4	4 Active Duty	153
2009	3	62	61-64	Z	4	4 Active Duty	1
2009	3	63	61-64	F	1	1 Dependent of Active Duty/Guard	507
2009	3	63	61-64	M	1	1 Dependent of Active Duty/Guard	151
2009	3	63	61-64	F	2	2 Retiree	1,619
2009	3	63	61-64	M	2	2 Retiree	54,019
2009	3	63	61-64	Z	2	2 Retiree	94
2009	3	63	61-64	F	3	3 Other	50,182
2009	3	63	61-64	M	3	3 Other	494
2009	3	63	61-64	Z	3	3 Other	2
2009	3	63	61-64	F	4	4 Active Duty	13
2009	3	63	61-64	M	4	4 Active Duty	58
2009	3	64	61-64	F	1	1 Dependent of Active Duty/Guard	437
2009	3	64	61-64	M	1	1 Dependent of Active Duty/Guard	169
2009	3	64	61-64	F	2	2 Retiree	1,435
2009	3	64	61-64	M	2	2 Retiree	53,335
2009	3	64	61-64	Z	2	2 Retiree	58
2009	3	64	61-64	F	3	3 Other	52,910
2009	3	64	61-64	M	3	3 Other	454
2009	3	64	61-64	F	4	4 Active Duty	9
2009	3	64	61-64	M	4	4 Active Duty	44
2009	3	65	65+	F	1	1 Dependent of Active Duty/Guard	375
2009	3	65	65+	M	1	1 Dependent of Active Duty/Guard	128
2009	3	65	65+	F	2	2 Retiree	1,336
2009	3	65	65+	M	2	2 Retiree	55,153
2009	3	65	65+	Z	2	2 Retiree	28
2009	3	65	65+	F	3	3 Other	55,410
2009	3	65	65+	M	3	3 Other	431
2009	3	65	65+	F	4	4 Active Duty	11
2009	3	65	65+	M	4	4 Active Duty	36
2009	3	66	65+	F	1	1 Dependent of Active Duty/Guard	319
2009	3	66	65+	M	1	1 Dependent of Active Duty/Guard	126
2009	3	66	65+	F	2	2 Retiree	1,189
2009	3	66	65+	M	2	2 Retiree	55,632
2009	3	66	65+	Z	2	2 Retiree	23
2009	3	66	65+	F	3	3 Other	56,387
2009	3	66	65+	M	3	3 Other	382
2009	3	66	65+	Z	3	3 Other	1
2009	3	66	65+	F	4	4 Active Duty	7

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2009	3	66	65+	M	4	4 Active Duty	30
2009	3	67	65+	F	1	1 Dependent of Active Duty/Guard	276
2009	3	67	65+	M	1	1 Dependent of Active Duty/Guard	104
2009	3	67	65+	F	2	2 Retiree	995
2009	3	67	65+	M	2	2 Retiree	49,234
2009	3	67	65+	Z	2	2 Retiree	12
2009	3	67	65+	F	3	3 Other	52,523
2009	3	67	65+	M	3	3 Other	284
2009	3	67	65+	Z	3	3 Other	1
2009	3	67	65+	F	4	4 Active Duty	7
2009	3	67	65+	M	4	4 Active Duty	8
2009	3	67	65+	Z	4	4 Active Duty	1
2009	3	68	65+	F	1	1 Dependent of Active Duty/Guard	258
2009	3	68	65+	M	1	1 Dependent of Active Duty/Guard	85
2009	3	68	65+	F	2	2 Retiree	815
2009	3	68	65+	M	2	2 Retiree	47,207
2009	3	68	65+	Z	2	2 Retiree	11
2009	3	68	65+	F	3	3 Other	50,994
2009	3	68	65+	M	3	3 Other	283
2009	3	68	65+	F	4	4 Active Duty	1
2009	3	68	65+	M	4	4 Active Duty	8
2009	3	69	65+	F	1	1 Dependent of Active Duty/Guard	225
2009	3	69	65+	M	1	1 Dependent of Active Duty/Guard	93
2009	3	69	65+	F	2	2 Retiree	745
2009	3	69	65+	M	2	2 Retiree	46,981
2009	3	69	65+	Z	2	2 Retiree	19
2009	3	69	65+	F	3	3 Other	51,324
2009	3	69	65+	M	3	3 Other	235
2009	3	69	65+	M	4	4 Active Duty	9
2009	3	70	65+	F	1	1 Dependent of Active Duty/Guard	220
2009	3	70	65+	M	1	1 Dependent of Active Duty/Guard	74
2009	3	70	65+	F	2	2 Retiree	609
2009	3	70	65+	M	2	2 Retiree	48,094
2009	3	70	65+	Z	2	2 Retiree	22
2009	3	70	65+	F	3	3 Other	52,052
2009	3	70	65+	M	3	3 Other	199
2009	3	70	65+	Z	3	3 Other	1
2009	3	70	65+	F	4	4 Active Duty	1
2009	3	70	65+	M	4	4 Active Duty	13
2009	3	71	65+	F	1	1 Dependent of Active Duty/Guard	173
2009	3	71	65+	M	1	1 Dependent of Active Duty/Guard	64
2009	3	71	65+	F	2	2 Retiree	508
2009	3	71	65+	M	2	2 Retiree	49,072
2009	3	71	65+	Z	2	2 Retiree	24
2009	3	71	65+	F	3	3 Other	50,585
2009	3	71	65+	M	3	3 Other	287
2009	3	71	65+	Z	3	3 Other	1
2009	3	71	65+	M	4	4 Active Duty	4
2009	3	72	65+	F	1	1 Dependent of Active Duty/Guard	155
2009	3	72	65+	M	1	1 Dependent of Active Duty/Guard	83
2009	3	72	65+	F	2	2 Retiree	476
2009	3	72	65+	M	2	2 Retiree	47,702

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2009	3	72	65+	Z	2	2 Retiree	34
2009	3	72	65+	F	3	3 Other	50,105
2009	3	72	65+	M	3	3 Other	301
2009	3	72	65+	Z	3	3 Other	1
2009	3	72	65+	M	4	4 Active Duty	5
2009	3	73	65+	F	1	1 Dependent of Active Duty/Guard	157
2009	3	73	65+	M	1	1 Dependent of Active Duty/Guard	76
2009	3	73	65+	F	2	2 Retiree	423
2009	3	73	65+	M	2	2 Retiree	46,190
2009	3	73	65+	Z	2	2 Retiree	29
2009	3	73	65+	F	3	3 Other	50,003
2009	3	73	65+	M	3	3 Other	210
2009	3	73	65+	M	4	4 Active Duty	4
2009	3	74	65+	F	1	1 Dependent of Active Duty/Guard	143
2009	3	74	65+	M	1	1 Dependent of Active Duty/Guard	38
2009	3	74	65+	F	2	2 Retiree	413
2009	3	74	65+	M	2	2 Retiree	44,355
2009	3	74	65+	Z	2	2 Retiree	30
2009	3	74	65+	F	3	3 Other	48,329
2009	3	74	65+	M	3	3 Other	167
2009	3	74	65+	M	4	4 Active Duty	6
2009	3	75	65+	F	1	1 Dependent of Active Duty/Guard	106
2009	3	75	65+	M	1	1 Dependent of Active Duty/Guard	55
2009	3	75	65+	F	2	2 Retiree	325
2009	3	75	65+	M	2	2 Retiree	41,247
2009	3	75	65+	Z	2	2 Retiree	21
2009	3	75	65+	F	3	3 Other	44,862
2009	3	75	65+	M	3	3 Other	166
2009	3	75	65+	M	4	4 Active Duty	1
2009	3	76	65+	F	1	1 Dependent of Active Duty/Guard	95
2009	3	76	65+	M	1	1 Dependent of Active Duty/Guard	23
2009	3	76	65+	F	2	2 Retiree	345
2009	3	76	65+	M	2	2 Retiree	41,590
2009	3	76	65+	Z	2	2 Retiree	31
2009	3	76	65+	F	3	3 Other	44,288
2009	3	76	65+	M	3	3 Other	185
2009	3	76	65+	M	4	4 Active Duty	5
2009	3	77	65+	F	1	1 Dependent of Active Duty/Guard	72
2009	3	77	65+	M	1	1 Dependent of Active Duty/Guard	32
2009	3	77	65+	F	2	2 Retiree	362
2009	3	77	65+	M	2	2 Retiree	41,064
2009	3	77	65+	Z	2	2 Retiree	47
2009	3	77	65+	F	3	3 Other	41,057
2009	3	77	65+	M	3	3 Other	154
2009	3	77	65+	M	4	4 Active Duty	1
2009	3	78	65+	F	1	1 Dependent of Active Duty/Guard	66
2009	3	78	65+	M	1	1 Dependent of Active Duty/Guard	34
2009	3	78	65+	F	2	2 Retiree	313
2009	3	78	65+	M	2	2 Retiree	41,205
2009	3	78	65+	Z	2	2 Retiree	60
2009	3	78	65+	F	3	3 Other	38,530
2009	3	78	65+	M	3	3 Other	129

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2009	3	78	65+	M	4	4 Active Duty	5
2009	3	79	65+	F	1	1 Dependent of Active Duty/Guard	60
2009	3	79	65+	M	1	1 Dependent of Active Duty/Guard	24
2009	3	79	65+	F	2	2 Retiree	308
2009	3	79	65+	M	2	2 Retiree	36,935
2009	3	79	65+	Z	2	2 Retiree	46
2009	3	79	65+	F	3	3 Other	34,461
2009	3	79	65+	M	3	3 Other	144
2009	3	79	65+	M	4	4 Active Duty	5
2009	3	80	65+	F	1	1 Dependent of Active Duty/Guard	49
2009	3	80	65+	M	1	1 Dependent of Active Duty/Guard	18
2009	3	80	65+	F	2	2 Retiree	266
2009	3	80	65+	M	2	2 Retiree	29,400
2009	3	80	65+	Z	2	2 Retiree	52
2009	3	80	65+	F	3	3 Other	31,639
2009	3	80	65+	M	3	3 Other	112
2009	3	81	65+	F	1	1 Dependent of Active Duty/Guard	42
2009	3	81	65+	M	1	1 Dependent of Active Duty/Guard	21
2009	3	81	65+	F	2	2 Retiree	297
2009	3	81	65+	M	2	2 Retiree	22,039
2009	3	81	65+	Z	2	2 Retiree	25
2009	3	81	65+	F	3	3 Other	29,900
2009	3	81	65+	M	3	3 Other	101
2009	3	81	65+	Z	3	3 Other	1
2009	3	81	65+	M	4	4 Active Duty	1
2009	3	82	65+	F	1	1 Dependent of Active Duty/Guard	39
2009	3	82	65+	M	1	1 Dependent of Active Duty/Guard	13
2009	3	82	65+	F	2	2 Retiree	245
2009	3	82	65+	M	2	2 Retiree	17,881
2009	3	82	65+	Z	2	2 Retiree	19
2009	3	82	65+	F	3	3 Other	29,038
2009	3	82	65+	M	3	3 Other	85
2009	3	83	65+	F	1	1 Dependent of Active Duty/Guard	28
2009	3	83	65+	M	1	1 Dependent of Active Duty/Guard	10
2009	3	83	65+	F	2	2 Retiree	233
2009	3	83	65+	M	2	2 Retiree	16,895
2009	3	83	65+	Z	2	2 Retiree	15
2009	3	83	65+	F	3	3 Other	28,280
2009	3	83	65+	M	3	3 Other	105
2009	3	83	65+	M	4	4 Active Duty	1
2009	3	84	65+	F	1	1 Dependent of Active Duty/Guard	28
2009	3	84	65+	M	1	1 Dependent of Active Duty/Guard	15
2009	3	84	65+	F	2	2 Retiree	221
2009	3	84	65+	M	2	2 Retiree	16,938
2009	3	84	65+	Z	2	2 Retiree	13
2009	3	84	65+	F	3	3 Other	26,803
2009	3	84	65+	M	3	3 Other	99
2009	3	84	65+	M	4	4 Active Duty	1
2009	3	85	65+	F	1	1 Dependent of Active Duty/Guard	14
2009	3	85	65+	M	1	1 Dependent of Active Duty/Guard	9
2009	3	85	65+	F	2	2 Retiree	228
2009	3	85	65+	M	2	2 Retiree	15,878

TRICARE Quality Monitoring Contract (TQMC) 4Rel

2009	3	85	65+	Z	2	2 Retiree	9
2009	3	85	65+	F	3	3 Other	25,375
2009	3	85	65+	M	3	3 Other	62
2009	3	85	65+	Z	3	3 Other	1
2009	3	85	65+	M	4	4 Active Duty	2
2009	3	86	65+	F	1	1 Dependent of Active Duty/Guard	19
2009	3	86	65+	M	1	1 Dependent of Active Duty/Guard	5
2009	3	86	65+	F	2	2 Retiree	253
2009	3	86	65+	M	2	2 Retiree	14,620
2009	3	86	65+	Z	2	2 Retiree	12
2009	3	86	65+	F	3	3 Other	22,398
2009	3	86	65+	M	3	3 Other	69
2009	3	86	65+	M	4	4 Active Duty	2
2009	3	86	65+	Z	4	4 Active Duty	1
2009	3	87	65+	F	1	1 Dependent of Active Duty/Guard	11
2009	3	87	65+	M	1	1 Dependent of Active Duty/Guard	6
2009	3	87	65+	F	2	2 Retiree	258
2009	3	87	65+	M	2	2 Retiree	14,589
2009	3	87	65+	Z	2	2 Retiree	14
2009	3	87	65+	F	3	3 Other	20,241
2009	3	87	65+	M	3	3 Other	54
2009	3	87	65+	F	4	4 Active Duty	1
2009	3	87	65+	M	4	4 Active Duty	2
2009	3	88	65+	F	1	1 Dependent of Active Duty/Guard	15
2009	3	88	65+	M	1	1 Dependent of Active Duty/Guard	5
2009	3	88	65+	F	2	2 Retiree	273
2009	3	88	65+	M	2	2 Retiree	12,335
2009	3	88	65+	Z	2	2 Retiree	10
2009	3	88	65+	F	3	3 Other	16,146
2009	3	88	65+	M	3	3 Other	53
2009	3	88	65+	Z	3	3 Other	1
2009	3	88	65+	M	4	4 Active Duty	1
2009	3	89	65+	F	1	1 Dependent of Active Duty/Guard	12
2009	3	89	65+	M	1	1 Dependent of Active Duty/Guard	2
2009	3	89	65+	F	2	2 Retiree	214
2009	3	89	65+	M	2	2 Retiree	10,195
2009	3	89	65+	Z	2	2 Retiree	10
2009	3	89	65+	F	3	3 Other	12,238
2009	3	89	65+	M	3	3 Other	41
2009	3	89	65+	M	4	4 Active Duty	2
2009	3	90	65+	F	1	1 Dependent of Active Duty/Guard	6
2009	3	90	65+	M	1	1 Dependent of Active Duty/Guard	1
2009	3	90	65+	F	2	2 Retiree	171
2009	3	90	65+	M	2	2 Retiree	7,880
2009	3	90	65+	F	3	3 Other	9,184
2009	3	90	65+	M	3	3 Other	41
2009	3	90	65+	Z	3	3 Other	1
2009	3	90	65+	M	4	4 Active Duty	2
2009	3	91	65+	F	1	1 Dependent of Active Duty/Guard	3
2009	3	91	65+	F	2	2 Retiree	158
2009	3	91	65+	M	2	2 Retiree	5,708
2009	3	91	65+	Z	2	2 Retiree	8

TRICARE Quality Monitoring Contract (TQMC) 4Rel

2009	3	91	65+	F	3	3 Other	6,982
2009	3	91	65+	M	3	3 Other	29
2009	3	91	65+	M	4	4 Active Duty	2
2009	3	92	65+	F	1	1 Dependent of Active Duty/Guard	2
2009	3	92	65+	M	1	1 Dependent of Active Duty/Guard	3
2009	3	92	65+	F	2	2 Retiree	113
2009	3	92	65+	M	2	2 Retiree	3,805
2009	3	92	65+	Z	2	2 Retiree	7
2009	3	92	65+	F	3	3 Other	5,045
2009	3	92	65+	M	3	3 Other	37
2009	3	92	65+	M	4	4 Active Duty	2
2009	3	93	65+	F	1	1 Dependent of Active Duty/Guard	4
2009	3	93	65+	F	2	2 Retiree	70
2009	3	93	65+	M	2	2 Retiree	2,733
2009	3	93	65+	Z	2	2 Retiree	5
2009	3	93	65+	F	3	3 Other	3,732
2009	3	93	65+	M	3	3 Other	17
2009	3	93	65+	M	4	4 Active Duty	2
2009	3	94	65+	F	1	1 Dependent of Active Duty/Guard	3
2009	3	94	65+	F	2	2 Retiree	79
2009	3	94	65+	M	2	2 Retiree	1,761
2009	3	94	65+	Z	2	2 Retiree	2
2009	3	94	65+	F	3	3 Other	2,836
2009	3	94	65+	M	3	3 Other	12
2009	3	94	65+	Z	3	3 Other	1
2009	3	94	65+	M	4	4 Active Duty	2
2009	3	95	65+	F	1	1 Dependent of Active Duty/Guard	1
2009	3	95	65+	F	2	2 Retiree	54
2009	3	95	65+	M	2	2 Retiree	1,049
2009	3	95	65+	Z	2	2 Retiree	6
2009	3	95	65+	F	3	3 Other	2,051
2009	3	95	65+	M	3	3 Other	10
2009	3	96	65+	F	2	2 Retiree	46
2009	3	96	65+	M	2	2 Retiree	632
2009	3	96	65+	Z	2	2 Retiree	20
2009	3	96	65+	F	3	3 Other	1,445
2009	3	96	65+	M	3	3 Other	7
2009	3	96	65+	M	4	4 Active Duty	3
2009	3	97	65+	F	2	2 Retiree	28
2009	3	97	65+	M	2	2 Retiree	423
2009	3	97	65+	Z	2	2 Retiree	5
2009	3	97	65+	F	3	3 Other	1,016
2009	3	97	65+	M	3	3 Other	4
2009	3	98	65+	F	2	2 Retiree	30
2009	3	98	65+	M	2	2 Retiree	276
2009	3	98	65+	Z	2	2 Retiree	3
2009	3	98	65+	F	3	3 Other	731
2009	3	98	65+	M	3	3 Other	3
2009	3	99	65+	F	2	2 Retiree	14
2009	3	99	65+	M	2	2 Retiree	197
2009	3	99	65+	F	3	3 Other	562
2009	3	99	65+	M	3	3 Other	5

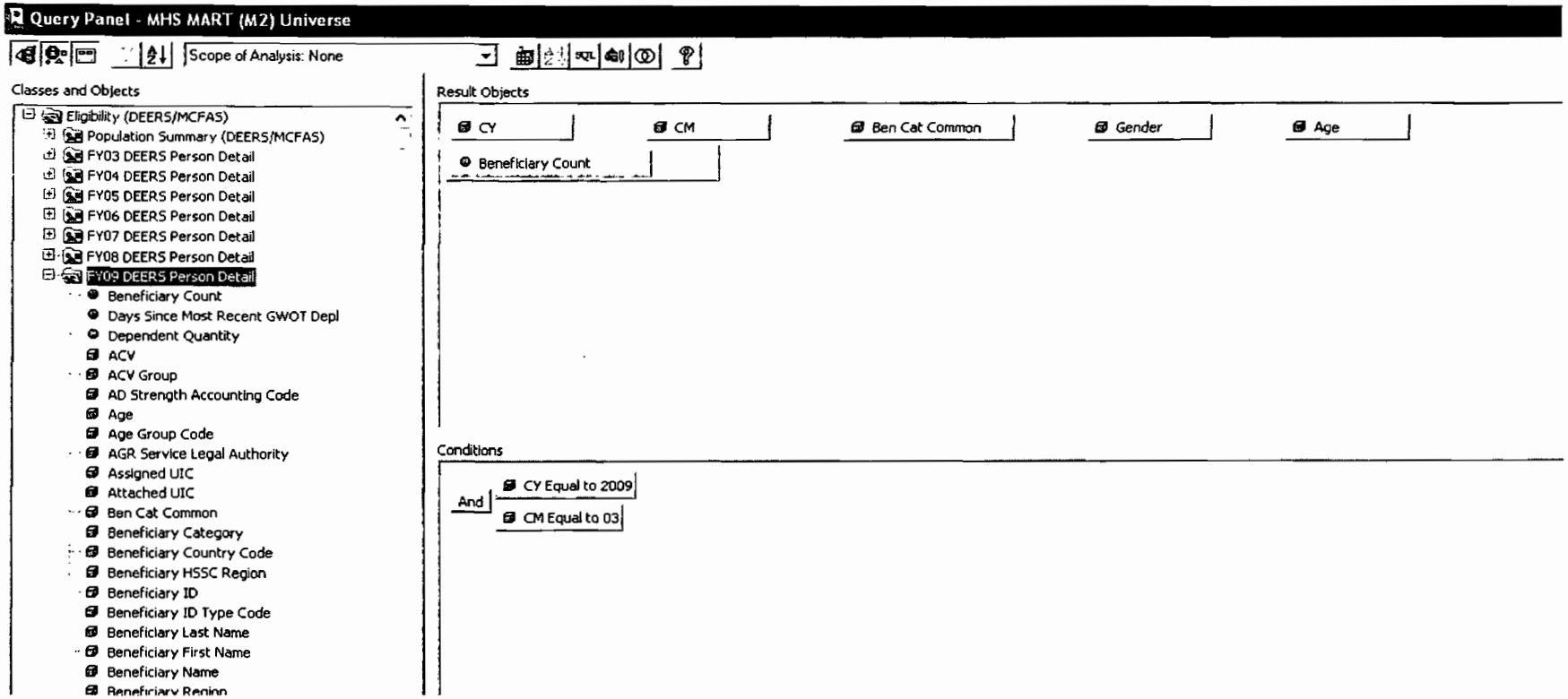
TRICARE Quality Monitoring Contract (TQMC) 4Rel

2009	3	99	65+	Z	3	3 Other	1
2009	3	100	65+	F	2	2 Retiree	10
2009	3	100	65+	M	2	2 Retiree	126
2009	3	100	65+	Z	2	2 Retiree	3
2009	3	100	65+	F	3	3 Other	368
2009	3	100	65+	M	3	3 Other	1
2009	3	101	65+	F	2	2 Retiree	8
2009	3	101	65+	M	2	2 Retiree	102
2009	3	101	65+	F	3	3 Other	256
2009	3	101	65+	M	3	3 Other	2
2009	3	102	65+	F	2	2 Retiree	4
2009	3	102	65+	M	2	2 Retiree	70
2009	3	102	65+	Z	2	2 Retiree	1
2009	3	102	65+	F	3	3 Other	166
2009	3	102	65+	M	3	3 Other	1
2009	3	103	65+	F	2	2 Retiree	4
2009	3	103	65+	M	2	2 Retiree	50
2009	3	103	65+	Z	2	2 Retiree	1
2009	3	103	65+	F	3	3 Other	133
2009	3	103	65+	M	3	3 Other	1
2009	3	103	65+	M	4	4 Active Duty	1
2009	3	104	65+	F	2	2 Retiree	1
2009	3	104	65+	M	2	2 Retiree	35
2009	3	104	65+	Z	2	2 Retiree	1
2009	3	104	65+	F	3	3 Other	89
2009	3	104	65+	M	3	3 Other	3
2009	3	105	65+	M	2	2 Retiree	23
2009	3	105	65+	Z	2	2 Retiree	4
2009	3	105	65+	F	3	3 Other	71
2009	3	106	65+	F	2	2 Retiree	1
2009	3	106	65+	M	2	2 Retiree	24
2009	3	106	65+	Z	2	2 Retiree	1
2009	3	106	65+	F	3	3 Other	54
2009	3	107	65+	F	2	2 Retiree	1
2009	3	107	65+	M	2	2 Retiree	17
2009	3	107	65+	Z	2	2 Retiree	5
2009	3	107	65+	F	3	3 Other	34
2009	3	107	65+	M	3	3 Other	1
2009	3	108	65+	M	2	2 Retiree	17
2009	3	108	65+	F	3	3 Other	20
2009	3	108	65+	M	4	4 Active Duty	1
2009	3	109	65+	M	2	2 Retiree	14
2009	3	109	65+	F	3	3 Other	25
2009	3	110	65+	F	2	2 Retiree	1
2009	3	110	65+	M	2	2 Retiree	16
2009	3	110	65+	F	3	3 Other	9
2009	3	110	65+	M	4	4 Active Duty	1
2009	3	111	65+	M	2	2 Retiree	6
2009	3	111	65+	F	3	3 Other	9
2009	3	112	65+	M	2	2 Retiree	4
2009	3	112	65+	Z	2	2 Retiree	1
2009	3	112	65+	F	3	3 Other	9

TRICARE Quality Monitoring Contract (TQMC) 4Rel

2009	3	113	65+	M	2	2 Retiree	4
2009	3	113	65+	F	3	3 Other	3
2009	3	113	65+	M	3	3 Other	1
2009	3	114	65+	M	2	2 Retiree	7
2009	3	114	65+	F	3	3 Other	1
2009	3	115	65+	M	2	2 Retiree	3
2009	3	115	65+	Z	2	2 Retiree	1
2009	3	116	65+	M	2	2 Retiree	2
2009	3	116	65+	F	3	3 Other	1
2009	3	116	65+	M	3	3 Other	1
2009	3	117	65+	F	3	3 Other	1
2009	3	118	65+	M	2	2 Retiree	2
2009	3	120	65+	M	2	2 Retiree	2
2009	3	121	65+	M	2	2 Retiree	1
2009	3	121	65+	M	3	3 Other	1
2009	3	122	65+	F	1	1 Dependent of Active Duty/Guard	2
2009	3	122	65+	M	2	2 Retiree	1
2009	3	123	65+	F	3	3 Other	1
2009	3	125	65+	F	1	1 Dependent of Active Duty/Guard	1
2009	3	125	65+	F	3	3 Other	2
2009	3	126	65+	F	3	3 Other	1
2009	3	129	65+	F	3	3 Other	1
2009	3		unknown	F	1	1 Dependent of Active Duty/Guard	1
2009	3		unknown	F	2	2 Retiree	3
2009	3		unknown	M	2	2 Retiree	84
2009	3		unknown	Z	2	2 Retiree	70
2009	3		unknown	F	3	3 Other	6
2009	3		unknown	M	3	3 Other	3
2009	3		unknown	Z	3	3 Other	8
2009	3		unknown	F	4	4 Active Duty	10
2009	3		unknown	M	4	4 Active Duty	23
2009	3		unknown	Z	4	4 Active Duty	46

TRICARE Quality Monitoring Contract (TQMC) 4Rel



TRICARE Quality Monitoring Contract (TQMC) 4Rel

RESERVED

TRICARE Quality Monitoring Contract (TQMC) 4Rel

RESERVED

TRICARE Quality Monitoring Contract (TQMC) 4Rel

Clinical Quality Management Program

Annual Report Requirements

Contract Data Requirements list (CDRL)

DD Form 1423

TRICARE Quality Monitoring Contract (TQMC) 4Rel

CONTRACT DATA REQUIREMENTS LIST
(1 Data Item)

Form Approved
OMB No. 0704-0188

The public reporting burden for this collection of information is estimated to average 110 hours 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, Executive Services Directorate (0704-0188). 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 form to the above organization. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

A. CONTRACT LINE ITEM NO.	B. EXHIBIT	C. CATEGORY: TDP _____ TM _____ OTHER _____

D. SYSTEM/ITEM	E. CONTRACT/PR NO.	F. CONTRACTOR

1. DATA ITEM NO.	2. TITLE OF DATA ITEM	3. SUBTITLE	17. PRICE GROUP
N/A	A010 Clinical Quality Management Report		NSP

4. AUTHORITY *(Data Acquisition Document No.)*	5. CONTRACT REFERENCE	6. REQUIRING OFFICE	18. ESTIMATED TOTAL PRICE
N/A	TOM Chapter 7 Section 4	TMA-OCMO/TRO-CLIN OPS	0.00

7. DD 250 REQ	9. DIST STATEMENT REQUIRED	10. FREQUENCY	12. DATE OF FIRST SUBMISSION
NO	B	ANNLY	Block 16

8. APP CODE	11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION
N/A	O	Block 16

16. REMARKS

Block 12 - Within 45 days of the end of the fiscal year.
Block 13 - Annually within 45 days of the fiscal year.

Annually, the contractor shall provide the CQMP Annual Report (AR). The report shall link to the Annual Plan and reflect the status of active Quality Improvement Initiatives, Quality Initiative Programs and studies. The AR shall reflect how well the goals and objectives of the CQMP Annual Plan were met. At a minimum the format and content of the AR shall address.

A. Clinical Quality Management Program Resources
1. Table of Organization for the CQMP Department and Relationship to Senior Management/Board
2. Certifying organization and criteria for certification of positions
3. Description of the organizational structure (description of the relationship of the CQMP to the organization)
4. Description of committees
   a. Structure
   b. Name of each committee
   c. Description of responsibilities
   d. Frequency of meetings
   e. Members
   f. Additional technical expertise available on ad hoc basis
   g. Staffing and reporting relationships
5. Staff qualifications and responsibilities
   a. Minimum staffing qualifications by position
   b. Description by position of the responsibilities and authorities of personnel involved in the performance of quality management activities

B. Outcomes of Quality Improvement Initiatives (QIIs), Quality Studies (QS),
1. QII and QS Consideration and Selection Process
2. Methodology used for identifying high priority topics
3. Rationale for selection of QIIs and QS
4. Report of findings to include a definition of the study, description of data collection, statement of hypothesis, analytic methods and population employed, data interpretation, and peer review process employed
5. Effect on quality of care

14. DISTRIBUTION

a. ADDRESSEE	b. COPIES Draft	Final Reg	Final Repro
Submit through the			
TMA E-commerce			
Extranet			
15. TOTAL →	0	0	0

G. PREPARED BY	H. DATE	I. APPROVED BY	J. DATE
Carol L. McCourt		Laura L. Sells	

DD FORM 1423-1, FEB 2001 PREVIOUS EDITION MAY BE USED. Page ____ of ____ Pages

Adobe Professional 7.0

CONTRACT DATA REQUIREMENTS LIST

(1 Data Item)

A. CONTRACT LINE ITEM NO.	B. EXHIBIT	C. CATEGORY: TDP _____ TM _____ OTHER _____
D. SYSTEM/ITEM	E. CONTRACT/PR NO.	F. CONTRACTOR

16. REMARKS *(Continued)*

6. Plan for follow on of the QIIs and QS

C. Outcome of Patient Safety/Quality Program Findings
1. Effect on reduction of medical errors
2. Effect on increasing patient safety
3. Effect on health promotion and disease and/or injury prevention
4. Provider and beneficiary educational activities initiated as a result of findings

D. Identification of Medical Records Reviewed and Purpose
1. Categories/reasons for medical records review
2. Potential quality issues (PQI)s per category
3. How managing/observing/monitoring category resulted in improvement in the care provided to beneficiaries

E. Report and analysis of all potential quality issues and confirmed quality issues
1. Stratify by event/indicator
2. Stratify by severity levels
3. Stratify by sentinel events
4. Actions taken as a result of identifying PQIs/QIs

F. Report of the AHRQ Patient Safety Indicator screening, interventions, and outcomes

G. Report of mortality in low risk DRGs, interventions, and outcomes

H. Assessment of the measurable goals and thresholds for the Internal Monitoring and Improvement of the Clinical Quality Management Plan and Program

I. Report of the measurable goals and recommendations for revisions to the Clinical Quality Management Plan based on year end outcomes

J. Report on the identification, review, evaluation, intervention, corrective actions, and reporting associated with grievances (beneficiary, clinician, facility initiated)

The CQMP AR will employ the use of national guidelines, benchmarks, common definitions and terminology, measures of performance, and reporting formats identified in the TOM to ensure comparability among MCSCs/DPS, direct care, and the rest of the nation.

TRICARE Quality Monitoring Contract (TQMC) 4Rel

INSTRUCTIONS FOR COMPLETING DD FORM 1423

(See DoD 5010.12-M for detailed instructions.)

FOR GOVERNMENT PERSONNEL

Item A. Self-explanatory.

Item B. Self-explanatory.

Item C. Mark (X) appropriate category: TDP - Technical Data Package; TM - Technical Manual; Other - other category of data, such as "Provisioning,""Configuration Management," etc.

Item D. Enter name of system/item being acquired that data will support.

Item E. Self-explanatory (to be filled in after contract award).

Item F. Self-explanatory (to be filled in after contract award).

Item G. Signature of preparer of CDRL.

Item H. Date CDRL was prepared.

Item I. Signature of CDRL approval authority.

Item J. Date CDRL was approved.

Item 1. See DoD FAR Supplement Subpart 4.71 for proper numbering.

Item 2. Enter title as it appears on data acquisition document cited in Item 4.

Item 3. Enter subtitle of data item for further definition of data item (optional entry).

Item 4. Enter Data Item Description (DID) number, military specification number, or military standard number listed in DoD 5010.12-L (AMSDL), or one-time DID number, that defines data content and format requirements.

Item 5. Enter reference to tasking in contract that generates requirement for the data item (e.g., Statement of Work paragraph number).

Item 6. Enter technical office responsible for ensuring adequacy of the data item.

Item 7. Specify requirement for inspection/acceptance of the data item by the Government.

Item 8. Specify requirement for approval of a draft before preparation of the final data item.

Item 9. For technical data, specify requirement for contractor to mark the appropriate distribution statement on the data (ref. DoDD 5230.24).

Item 10. Specify number of times data items are to be delivered.

Item 11. Specify as-of date of data item, when applicable.

Item 12. Specify when first submittal is required.

Item 13. Specify when subsequent submittals are required, when applicable.

Item 14. Enter addressees and number of draft/final copies to be delivered to each addressee. Explain reproducible copies in Item 16.

Item 15. Enter total number of draft/final copies to be delivered.

Item 16. Use for additional/clarifying information for Items 1 through 15. Examples are: Tailoring of documents cited in Item 4; Clarification of submittal dates in Items 12 and 13; Explanation of reproducible copies in Item 14.; Desired medium for delivery of the data item.

FOR THE CONTRACTOR

Item 17. Specify appropriate price group from one of the following groups of effort in developing estimated prices for each data item listed on the DD Form 1423.

a. Group I. Definition - Data which is not otherwise essential to the contractor's performance of the primary contracted effort (production, development, testing, and administration) but which is required by DD Form 1423.

Estimated Price - Costs to be included under Group I are those applicable to preparing and assembling the data item in conformance with Government requirements, and the administration and other expenses related to reproducing and delivering such data items to the Government.

b. Group II. Definition - Data which is essential to the performance of the primary contracted effort but the contractor is required to perform additional work to conform to Government requirements with regard to depth of content, format, frequency of submittal, preparation, control, or quality of the data item.

Estimated Price - Costs to be included under Group II are those incurred over and above the cost of the essential data item without conforming to Government requirements, and the administrative and other expenses related to reproducing and delivering such data item to the Government.

c. Group III. Definition - Data which the contractor must develop for his internal use in performance of the primary contracted effort and does not require any substantial change to conform to Government requirements with regard to depth of content, format, frequency of submittal, preparation, control, and quality of the data item.

Estimated Price - Costs to be included under Group III are the administrative and other expenses related to reproducing and delivering such data item to the Government.

d. Group IV. Definition - Data which is developed by the contractor as part of his normal operating procedures and his effort in supplying these data to the Government is minimal.

Estimated Price - Group IV items should normally be shown on the DD Form 1423 at no cost.

Item 18. For each data item, enter an amount equal to that portion of the total price which is estimated to be attributable to the production or development for the Government of that item of data. These estimated data prices shall be developed only from those costs which will be incurred as a direct result of the requirement to supply the data, over and above those costs which would otherwise be incurred in performance of the contract if no data were required. The estimated data prices shall not include any amount for rights in data. The Government's right to use the data shall be governed by the pertinent provisions of the contract.

TRICARE Quality Monitoring Contract (TQMC) 4Rel

MTF Review and Appeal Table for Utilization Management

TRICARE Quality Monitoring Contract (TQMC) 4Rel

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MTF Review and Appeal Table

Level of Review/Appeal	Reviewer Qualifications	Review Process	Outcome	Timelines	Appealing Party
Levels of Review (Internal)					
First Level Review	• Non-physician reviewer • Usually registered nurse or licensed practical nurses trained in utilization review.	• Reviewer utilizes Criteria as a tool to review for medical necessity. • Reviewer may approve requested services based on criteria. • Reviewer may not deny services.	• **Approves** requested services ***OR*** • **Cannot approve; forwards** to the second level reviewer for medical standard of care decision.	• Admission: By noon of the day following admission • Concurrent: Within 3 business days of initial review request • Prospective: Within 30 days of initial review request • Retrospective: Not applicable	• Not applicable

Second Level Review (Initial Denial Determination)	• Licensed practitioner who possesses a current, valid, unrestricted license and is in the same or similar specialty as the attending physician or provider.
	• Examples:
	  • Referral Management Physician Reviewer
	  • Senior Physician
	  • Chief of the Medical Staff
		• Reviewer contacts PCM or attending physician and/or provider for additional documentation or pertinent medical information.
		• Based on medical standard of care and available information, the licensed practitioner reviewer will approve or deny the requested services.
			• **Approves** requested services
			OR
			• **Denies** requested services
			  • Notifies patient, in writing, of **initial denial determination**, reason for the denial, and their rights and the steps to appeal the denial, if they choose.
				Initial Denial Notification:
				• Admission: By noon of the day following the requested admission
				• Concurrent: Within 3 business days of initial review request
				• Prospective: Within 3 business days of initial review request
				• Retrospective: Within 30 days of initial review request	

Third Level Review (MTF Reconsideration)	• Medical/Surgical/Specialty Clinical Peer:
	  • Licensed doctor of medicine, osteopathy, or oral surgery with a current, valid, unrestricted license to practice in the U.S.
	  • Active staff privileges and patient care responsibilities in an MTF.
	  • Must be certified by a board recognized by the American Board of Medical Specialties or osteopathic equivalent and practice in the same specialty of the physician provider whose services are under review.
		• Contacts attending physician or healthcare provider for additional information.
		• Decision based on medical standards of care and documentation and/or additional information obtained from the attending physician or provider.
			• Recommended reconsideration determination approving or denying benefits forwarded to MTF Commander for review and issuance of reconsideration determination.	• Refer to timeliness requirements for MTF Commander notification below.	

continued on next page

Figure 1.4 — MTF Review and Appeal Table

MTF Review and Appeal Table (continued)

Level of Review/Appeal	Reviewer Qualifications	Review Process	Outcome	Timelines	Appealing Party
Levels of Review (Internal) — continued					

Third Level Review (MTF Reconsideration)	• Behavioral Health Clinical Peer:
	  • Physicians must meet the above criteria with board certification by the American Board of Psychiatry and Neurology.
	  • Cannot be the same individual as the previous review.
	• Examples:
	  • Internal Reviewer (if available)
	  • External Reviewer (clinician in the same market or region)				

Levels of Appeal (Internal)					
First Level of Appeal — MTF Reconsideration: Appeal Requested				**Request for Appeal:** • Must be filed within 30 days following the date of the initial denial determination	• Beneficiary • Beneficiary's representative
First Level Appeal (MTF Reconsideration)	• MTF Commander	• Consults with other medical staff (e.g. Chief of the Medical Staff) for guidance, as needed. • Contacts attending physician or healthcare provider for additional information. • Decision based on medical standards of care and documentation and/or additional information obtained from the provider and previous levels of review.	• **Approves** requested services and **reverses** denial determination. ***OR*** • **Upholds** initial denial • Notifies patient, his or her representative, and/or attending physician/PCM, in writing, of upheld denial determination, reason for the denial, and their rights and the steps to appeal the denial, if they choose.	**Reversal *OR* Upheld Denial Notification:** • Admission: By noon of the day following admission • Concurrent: Within 3 business days of reconsideration review request • Prospective: Within 3 business days of reconsideration review request • Retrospective: Within 30 days of reconsideration review request	
Prior to an appeal leaving the internal MTF Appeals Process, it is recommended that the case be forwarded to an external entity within the Service's chain of command This intermediate level of review between the internal and external Appeals Process will vary depending on each Service's specific processes.					
Levels of Appeal (External)					
Second Level of Appeal — NQMC: Appeal Requested ***(Note: It is the beneficiary's responsibility to initiate the appeal request directly to the NQMC)***				**Request for Appeal to NQMC** • The request for reconsiderations shall be postmarked or received by the deadline.	• Beneficiary • Beneficiary's representative

continued on next page

Figure I.4 continued — MTF Review and Appeal Table

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MTF Review and Appeal Table (continued)

Level of Review/Appeal	Reviewer Qualifications	Review Process	Outcome	Timelines	Appealing Party
Levels of Appeal (External)					
Third Level Appeal (NQMC Reconsideration)	• National Quality Monitoring Contractor (NQMC) • Includes reviewers who are clinical peers of the healthcare provider under review.	• Contacts attending physician or healthcare provider for additional information. • Decisions are based on medical standards of care IAW 32 C.F.R., 199 and documentation and/or additional information obtained from the provider and previous levels of review.	• **Approves** requested services and **reverses** denial determination. ***OR*** • **Upholds** initial denial • Notifies patient, his or her representative, and/or attending physician/PCM, in writing, of upheld denial determination, reason for the denial, and their rights and the steps to appeal the denial and request a formal hearing, if they choose.	**Reversal *OR* Upheld Denial Notification:** • Refer to TOM, Chapter 13, Section 4, Paragraph 2.3.2 and 2.4.	
Third Level of Appeal — TMA: Hearing Requested				**Request for Appeal to TMA** • The request shall be mailed within 60 days after the date of the NQMC reconsideration determination. • Within 60 days following a request for a hearing, a Hearing Officer will be appointed.	• Beneficiary • Beneficiary's representative
Fourth Level Appeal (TMA Hearing)	• Not applicable	• A Hearing Officer is assigned to the case. • Facts relevant to the case are presented in relation to applicable law, regulation, policies, and guidelines. • Decision is based on medical standards of care and documentation and/or additional information obtained from the provider and previous levels of review and testimony presented at the hearing.	• The recommended decision shall be reviewed by the TMA Director or referred to the Assistant Secretary (ASD) of Defense for Health Affairs (HA). Final decision issued by TMA Director or ASD(HA).	**Reversal *OR* Upheld Denial Notification:** • Within 60 days of written notice of assignment, the Hearing Officer will hold the hearing and issue a recommended decision to the TMA Director. • Refer to 32 C.F.R. 199.10 for more detailed information regarding timeliness of a hearing.	
There are no further appeal rights. The TRICARE Director's decision is final.					

Figure I.2 continued — MTF Review and Appeal Table

Note: Refer to the text within the section for more detailed information in reference to the table.

References: DoDD 6000.14, Patient Bill of Rights and Responsibilities in the Military Health System. TRICARE Operations Manual 6010.51-M, Chapter 13, Appeals and Hearings. 32 C.F.R. 199, Civilian Health and Medical Programs for the Uniformed Services (CHAMPUS).

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Transfer of Records By The MCSCs, DPs, And TDEFIC And Positive Receipt Of Records By The TQMC

Transfer Process and Associated Documents

Background

1. TMA supplies the TRICARE Quality Monitoring Contractor (TQMC) with a selection of charts to request from the Contracted Providers (Managed Care Support Contractors [MCSCs], Designated Providers [DPs], and the TRICARE Dual-Eligible Fiscal Intermediary Contractor [TDEFIC]). The selections are provided via CD-ROM containing an MS Excel Spreadsheet with fields defined by TMA.
2. The TQMC provides the Contracted Providers (CPs) with hard copy chart requests compliant with the TQMC contract and the informal MOU existing with the parties to the chart request process. The TQMC provides the Contracted Providers (CPs) with a CD-ROM with an MS Excel Spreadsheet consistent with the informal MOU existing. The spreadsheet column names and cell formats are consistent with the informal MOU and, when possible, identical to the names and formats defined by TMA.
3. The CPs have 45 days from the date of receipt of the chart requests to provide the TQMC with copies of the requested charts. Each CP has a date of the month when they receive the chart requests. This Draft Process and Associated Documents outlines a proposed process for the transfer of the requested charts from the CPs to the TQMC and positive acknowledgement of charts received by the TQMC consistent with Privacy and HIPAA requirements. Compliance with all contractual requirements is assumed for all actions.

Transferring Records by the CPs

The CPs will

1. Send the requested charts
    a. To the designated POC at the TQMC;
    b. In boxes;
    c. Include charts requested in only one month in any one box; and,
    d. Include a Box Inventory Document (Attachment A) in each box;
2. Send an email
    a. To the designated POCs at the TQMC;
    b. Each day that a box, or boxes, is sent; and,
    c. Stating the number of boxes in that day's shipment
    d. See Attachment A for examples

Non-Receipt of a Shipment

1. The TQMC will
    a. "Reply all" to the email notifying of the shipment that no shipment was received; when,
    b. No boxes in a shipment are received by the 5th business day after receipt of the email informing about shipment
2. At receipt of a "non-receipt of a shipment" email, the CP will
    a. Track the shipment; and,
    b. Notify the TQMC POCs by email of the status of the shipment
3. The parties will
    a. Determine the appropriate steps and notifications based upon the investigation, and
    b. Be in telephone, fax and email communication to resolve the potential HIPAA violation ASAP

Receipt of the Records by the TQMC

1. Upon receipt the TQMC will
    a. Stamp each box with date delivered to a MAXIMUS facility;
    b. Determine the number of boxes in a shipment;
    c. Open all boxes within five business days of receipt;
    d. Use the Box Inventory Document to validate positive transference of the records by noting
        i. The number of boxes;
        ii. The number of charts in each box; and,
        iii. Each chart has the Inventory Control Number (ICN) that is listed on the Box Inventory Document
2. After the confirmation process, the TQMC will "reply all" to the email sent informing of shipment by the COB of the 5th business day after receipt of the shipment
    a. Confirmation of the number of boxes, the number of charts in each box, and the match of all ICNs
        i. Subject line will be "Shipment received and confirmed"
        ii. Text of the email "Shipment received and confirmed"
    b. Discrepancy (Non-confirmation)
        i. Subject line will be, "Count Discrepancy"
        ii. The first line of text of the email that indicates there was a discrepancy will be, "Potential HIPAA Violation"
        iii. The rest of the text will provide all details of the confirmation process and non-PHI details of the discrepancy
            1. Number of boxes stated by CP and number received, whether match or not
            2. Number of box(es) [as in "Box 18 of 44"] – with mismatch as to number of charts on the Box Inventory Document
                a. If mismatch is in number of boxes and not number of charts in box, will state this
            3. Inclusion of chart not on Box Inventory Document

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a. Will so state
b. Will list ICN of chart, if there is one
c. If chart does not have ICN number, will indicate an unidentified chart(s) is present

4. Absence of chart on the Box Inventory Document
   a. Will so state
   b. Will list ICN of chart stated on Box Inventory Document

CP Actions after Email Notification from TQMC

1. If the CP receives an email from the TQMC confirming receipt
   a. No further actions required
2. If the CP receives an email informing of discrepancy, the parties will
   a. Determine the appropriate steps and notifications based upon what they find out
   b. Be in telephone, fax and email communication to resolve the potential HIPAA violation ASAP
3. If the CP does not receive an email by the Opening of Business of the sixth business day after anticipated receipt of the shipment
   a. The CP
      i. Will track the shipment
      ii. Notify the TQMC POCs by email of the status of the shipment
   b. The parties will
      i. Determine the appropriate steps and notifications based upon what they find out
      ii. Be in telephone, fax and email communication to resolve the potential HIPAA violation ASAP

Validation of Complete Match of the Records by the TQMC

1. The TQMC must complete review of charts received within 30 calendar days;
2. Licensed Health Care Professional (HCPs) perform review of the charts;
3. HCPs validate the following information to confirm the chart contents are identical to the request and that the chart was appropriate for request
   a. First Name of beneficiary
   b. Last Name of beneficiary
   c. Date of Birth of the beneficiary
   d. SSN of the beneficiary and/or sponsor
   e. Provider name
   f. Date of Service – beginning or admission
   g. End date of service
   h. Appropriate for TQMC review
      i. TMA beneficiary
      ii. Location of Care
         1. Ambulatory Surgery Center

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   a. Not including some services such as, but not limited to, transfusion, wound care, or dialysis
2. Outpatient psychotherapy
3. Inpatient in acute medical-surgical hospital, skilled nursing facility, acute rehabilitation, hospice, acute psychiatric facility, acute detoxification facility, Residential Treatment Center (RTC), Partial Hospitalization Program (PHP), or Substance Use Disorder Rehabilitation Facility (SUDRF)

4. The TQMC will notify the CP of a potential HIPAA violation by email and include the
   a. Date of the email from the CP to the TQMC informing of the shipment
   b. Date of the email from the TQMC to the CP confirming receipt of the shipment
   c. The ICN number of the chart
5. The TQMC will record receipt of a chart validated as requested but not appropriate for TQMC review in the Monthly Report tables
   a. Including sufficient information so the CP can identify which chart is being so labeled
   b. Such charts requested, provided timely, and determined to be inappropriate for request are included in the sum of charts requested and provided timely

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EXAMPLES OF DOCUMENTATION

LOGO or LETTERHEAD of COMPANY

Inside mailing address Identifying Organization and Person Shipping POC

Privacy/HIPAA Warning Notice:
The information in this correspondence may be subject to the Privacy Act of 1974 (USC 552a), the Health Insurance Portability and Accountability Act (HIPAA) and other Federal Laws. Personal information contained in this correspondence may be used only by authorized persons in the conduct of official business. Any unauthorized disclosure or misuse of personal information may result in criminal and/or civil penalties. If you are not the intended recipient of this correspondence, please notify the sender upon receipt for instructions.

This is Box X of Y mailed on XX/YY/ZZZZ

Record Request Received by Contractor: Month & Year

Recommended Per Box Inventory Letter Example (to be included in each box)

Name of Contractor:		**Date Mailed: M/D/YR**	**Month of Chart Request: M/YR**	**Number of records in box =**		
ICN	**PatNam**	**SponSSAN**	**Pat ient DOB**	**Admission Date**	**Discharge Date**	**Provname**
123456789101112	Patient, Any	808080808	5/12/1952	2/29/2009	4/1/2009	Provider, any

Legend:	
ICN	Unique Internal Control Number created by TMA
Patient Name	Patient's Name, first and last
Sponsor ID	Sponsor's SSN
DOB	Date of birth of beneficiary
Admit Date	Admission Date - Service From
Discharge Date	ICENDDT, End Date of Care, Discharge Date, Service To
Provname	Facility name

Signatory

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Routine Email

Information to include:

Universal
Date Shipment to be "picked up"
Number of boxes in shipment

For Each Box in Shipment
Tracking number for box: 1ZV300Y4019919XXX
Audit Month (05/2009)
Number of records in box (XY)

Signatory

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Subcontracting Plan

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Subcontracting Plan

KePRO has a long history of commitment in using small businesses through subcontracting: We have had a Small Business (SB) Subcontracting Plan in place for 25 years. Currently, we established small business goals, set at the onset of our current contracts, that we monitor quarterly for our CMS Medicare contract and our Health Resources Services Administration (HRSA) contracts. KePRO also commits to the use of minority businesses where possible in our other contracts and where such a relationship is deemed in the best interest of both KePRO and the client(s).

1.0 Type of Plan

The subcontracting plan proposed for TQMC is an individual plan (i.e., all elements developed specifically for this contract and applicable for the full term of this contract, including any option periods.)

2.0 Goals

KePRO has developed this SB Plan specifically for the TQMC contract (see Figure 1) and will adhere to the provisions of the Plan for the full term of the contract. Of particular note, we have secured several SB companies to perform key TQMC tasks:

- (b)(4), a Woman Owned Small Business (WOSB) is a major, critical, first-tier subcontractor to perform the full scope of the Evolving Practices, Devices, Medicines, Treatments and Procedures Task.
- (b)(4) a Veteran-Owned Small Business (VOSB) will provide consultative services to facilitate DIACAP certification initially and help us retain it ongoing throughout the contract.
- KePRO will use (b)(4) SB vendors to provide staffing for Mental Health Facility on-site reviews; and to supplement other reviews where needed. We propose (b)(4), a Small-Disadvantaged, HUBZone and 8(a) Business and (b)(4), a WOSB.

KePRO commits to subcontracting (b)(4), or (b)(4) percent of the total contract value, with (b)(4) or (b)(4) percent, of the total contract value to small businesses (small businesses and all small business categories combined). Figures 1 and 2 below indicate goals as required by the FAR 52.219-9 and as noted in Section L-15.

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Figure 1: KePRO Allocates More Than (b)(4) of the Contract to Subcontracting		
FAR Category	**$$Dollar Value**	**Percent of Total Contract**
Large Businesses	(b)(4)	(b)(4)
Small Businesses, All	(b)(4)	(b)(4)
Totals	(b)(4)	(b)(4)

Figure 2: KePRO Commits to All Small Businesses Subcontracting Categories		
FAR Category	**$$Dollar Value**	**% of Total Subcontracted Dollars**
Small Disadvantaged Business	(b)(4)	(b)(4)
Woman-Owned Small Business		
HUBZone Small Business		
Veteran Owned Small Business		
Service-Disabled Veteran Owned Small Businesses		

Figure 3 on the following page delineates dollars and percentages by contract period and small business category of small business subcontracted dollars.

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Figure 3a: KePRO Delineates Small Business Pricing as Required by FAR 52.219-9

	Total Subcontracted Dollars	LB		SB		SDB		WOSB	
Period	Amount	%	$	%	$	%	$	%	$
Base Year	(b)(4)								
Option Yr 1									
Option Yr 2									
Option Yr 3									
Option Yr 4									
Totals									

Figure 3b: KePRO Delineates Small Business Pricing as Required by FAR 52.219-9

	Total Subcontracted Dollars	LB		SB		VOSB		HubZone		SDVOSB	
Period	Amount	%	$	%	$	%	$	%	$	%	$
Base Year	(b)(4)										
Option Yr 1											
Option Yr 2											
Option Yr 3											
Option Yr 4											
Totals											

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4.0 Description of Products and Services

KePRO has allocated our small business subcontractors around a variety of products and services to support TQMC. As noted above, these include significant task allocation.

Figure 4: KePRO Allocates Subcontractors with Reasonable Distribution of Tasks, Categories

Subcontractor	Product / Services	Business Category						
		LB	SB	SDB	VOSB	SDVOSB	WOSB	HUB-Zone
(b)(4)	Focused Studies	X						
	HEDIS audits	X						
	Evolving Practices						X	
	DIACAP certification support				X			
	Software products, services			X				X
	Clinical staffing (mental health facility reviews)			X				X
	Clinical staffing (mental health facility reviews)						X	
	IT equipment				X	X		X
	Printing services						X	

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5.0 How Goals are Established

Our methodology to develop the subcontracting goals for TQMC is based on our experience in setting goals for federal contracts that have required Small Business Subcontracting Plans. For the TQMC, we calculated (b)(4) (revised from original submission) as a reasonable estimate for all small business subcontracting based on the following criteria:

- *Total contract:* We considered scope, value, and duration/period of performance.
- *Needs of the program*: KePRO sought out the best businesses—including small businesses—to meet critical task areas. (b)(4), for example, has a long history supporting TMA in similar studies as the Focused Study task (SOW C-6.6). (b)(4) is a woman-owned small business and among the leading healthcare technology firms nationwide (Evolving Practices task (SOW C-6.11); and (b)(4), a VOSB and highly experienced DoD DIACAP consultant, was selected to support certification (SOW C-6.4) based on those qualifications.
- *Ability to provide services more efficiently and effectively*: In some cases, we selected subcontractors—such as (b)(4) and (b)(4)—based on their ability to provide on-call staffing to support Mental Health Facility Certification (C-6.10) better than we can.
- *DoD Goals and Mission*: KePRO sought to meet DoD small business goals where we could (such as allocation IT to SDVOSB), *although not required by the RFP*. See Figure 5 below

Figure 5: KePRO Meets DoD Small Business Goals in Most Categories

Small Business Type	DoD Goal	% of Total Subcontracted Dollars
Small Business Overall	(b)(4)	(b)(4)
Small Disadvantaged (SD)		
Service-disabled, Veteran Owned (SDVOSB)		
Veteran-Owned (VOSB)		
Women-owned		
HUB Zone		

- *Availability and price-competitiveness* of small businesses according to our organization's purchasing procedures.

6.0 Methods Used to Identify Potential Sources

KePRO selected our subcontractors and small business subcontractors based on our 25 years in the healthcare improvement industry/industry knowledge (e.g., (b)(4); on existing

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company relationships (e.g., (b)(4)) and on veterans organizations (e.g., (b)(4) .

We also used our existing company source lists, the Central Contractor Registration (CCR), the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, small business trade associations, and other routine resources. See *Program Administration* for other routine ways we select potential sources.

(KePRO recognizes that we can rely on CCR at www.ccr.gov and select Dynamic Small Business Search as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small business source list; but that use of the Search does not relieve us of our responsibilities [e.g., outreach, assistance, counseling, publicizing subcontracting opportunities]).

7.0 Indirect/Direct Cost Allocation

Indirect costs have been included in the dollar and percentage subcontracting goals cited above based on direct cost related to each contract.

8.0 Program Administration

Danette Alleman
Finance Manager/Small Business Liaison Officer
777 E. Park Drive
Harrisburg, PA 17111
717-564-8288, ext 7000 (phone)
717-564-3862 (fax)
dalleman@kepro.org

KePRO's designated Small Business Liaison Officer (SBLO), Ms. Danette Alleman, Finance Manager, has the overall responsibility for administering our subcontracting programs, i.e., developing, preparing, and executing individual subcontracting plans and monitoring performance relative to the requirements of particular plans. Reporting to KePRO's Chief Financial Officer, Ms. Alleman has performed these duties for over 10 years. Her overall duties will include:

- Developing and promoting company-wide policy initiatives that demonstrate the company's support for awarding contracts and subcontracts to SB, SDB, WOSB, HUBZone, and VOSB concerns; and for assuring that these concerns are included on the source lists for solicitations for products and services they are capable of providing
- Developing and maintaining bidder's lists of SB, SDB, WOSB, HUBZone, and VOSB concerns from all possible sources

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- Ensuring periodic rotation of potential subcontractors on bidder's lists
- Ensuring that procurement "packages" are designed to permit the maximum possible participation of SB, SDB, WOSB, HUBZone, and VOSB concerns
- Assessing various sources for the identification of SB, SDB, WOSB, HUBZone, VOSB and SDVOSB concerns to include the Dynamic Small Business search on the Central Contractor Registration (CCR) website, the Office of Small and Disadvantaged Business Utilization, SEDA-COG Procurement Technical Assistance Center, and local small business and minority associations.
- Overseeing the establishment and maintenance of contract and subcontract award records
- Attending or arranging for the attendance of company counselors at business opportunity workshops, Minority Business Enterprise seminars, trade fairs, procurement conferences, etc.
- Ensuring that SB, SDB, WOSB, HUBZone, and VOSB concerns are made aware of subcontracting opportunities and how to prepare responsive bids to the company
- Conducting or arranging for the conduct of training for purchasing personnel regarding the intent and impact of Section 8(d) of the Small Business Act, as amended
- Monitoring the company's performance and making any adjustments necessary to achieve the subcontract plan goals
- Preparing, and submitting timely, required subcontract reports
- Coordinating our activities during the conduct of compliance reviews by Federal agencies.
- Providing technical assistance; e.g., quality control and managerial assistance to small businesses.

9.0 Equitable Opportunity

KePRO also will ensure that SB, SDB, WOSB, HUBZone, and VOSB concerns have an equitable opportunity to compete for subcontracts. This will be accomplished by conducting outreach efforts to obtain sources for subcontracting:

- Minority and small business trade associations
- Business development organizations and local chambers of commerce
- Attending SB, SDB, WOSB, HUBZone, and VOSB concerns procurement conferences and trade fairs
- Using CCR and other SBA and Federal agency resources to locate sources
- Conducting market surveys to identify new sources.

Additionally, KePRO's procurement personnel regularly attend and actively participate in federal procurement conferences (and fbo.gov interested vendor sites), trade fairs, corporate

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meetings, industry council conferences, professional seminars, and association meetings to seek new SBI concerns.

Internal efforts also will be enhanced to guide and encourage KePRO's purchasing personnel by presenting workshops, seminars, and training programs; establishing, maintaining, and using SB, SDB, WOSB, HUBZone, and VOSB source lists, guides, and other data for soliciting subcontracts; and monitoring activities to evaluate compliance with the subcontracting plan.

10.0 Flow-Down Clause

KePRO agrees to include the provisions under FAR 52.219-8, "Utilization of Small Business Concerns," in all subcontracts that offer further subcontracting opportunities. All subcontractors, except small business concerns, that receive subcontracts in excess of $550,000 ($1,000,000 for construction) must adopt and comply with a plan similar to the plan required by FAR 52.219-9, "Small Business Subcontracting Plan."

Ms. Alleman, our Small Business Program Administrator, will audit TQMC performance against small business goals quarterly to ensure that all mandatory flow-down provisions including FAR 52.219-8, Utilization of Small Business Concerns (May 2004) and FAR 52.219-9, Small Business Subcontracting Plan (September 2006) are included in all applicable subcontracts offering further subcontracting opportunities.

Ms. Alleman also will review ongoing subcontracting activities to ensure that all subcontractors, except small business concerns that receive subcontracts in excess of $500,000 ($1,000,000 for construction of a public facility) adopt and comply with a plan similar to the plan required by FAR 52.219-~~0~~ 9 "Small Business Subcontracting Plan." Finally, procedures will be applied as required in FAR 19.702 to ensure timely payments of amounts due pursuant to the terms of our subcontracts with small business concerns.

11.0 Reporting and Cooperation

As the TQMC contractor, KePRO provides a commitment of assurance of: (1) cooperation in any studies or surveys that may be required; (2) submission of periodic reports which show compliance with the subcontracting plan; (3) submission of Standard Form (SF) 294, "Subcontracting Report for Individual Contracts," and SF-295, "Summary Subcontract Report," in accordance with the instructions on the forms; (4) assurance that large business subcontractors with subcontracting plans agree to submit Standard Forms 294 and 295; (5) provision of our prime contract number, DUNS number, and email address of the government official responsible for acknowledging or rejecting the reports, to all first-tier subcontractors with subcontracting plans so they can enter this information into the eSRS when submitting reports; and (6) requirement of each subcontractor with a subcontracting plan provide the prime contract number, its own DUNS number, and email address of the government official responsible for acknowledging or rejecting the reports to its subcontracting plans.

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All reports will be submitted within prescribed due dates, including OF 312 30 day after completion of the contract.

12.0 Record Keeping

To demonstrate our compliance with our SB Plan, we will maintain the following records:

1. SB, SDB, WOSB, HUBZone, and VOSB source lists, guides and other data identifying vendors considered and secured for the TQMC
2. Organizations contacted in an attempt to locate SB, SDB, WOSB, HUBZone, VOSB sources
3. Records on each subcontract solicitation resulting in an award of more than $100,000 indicating whether SB, SDB, WOSB, HUBZone, and VOSB concerns were solicited, and if not, why not; and the reasons solicited concerns did not receive an award
4. Records to support other outreach efforts, e. g., contacts with minority and small business trade associations, attendance at small and minority business procurement conferences and trade fairs
5. Records to support internal guidance and encouragement provided to buyers through: (1) workshops, seminars, training programs, incentive awards; and (2) monitoring of activities to evaluate compliance
6. Records to support subcontract award data including the name, address, and business size of each subcontractor.

Finally, to effectively implement this plan to the extent consistent with efficient contract performance, KePRO will perform the following functions:

1. Assist small businesses including all small-business categories by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns.
2. Provide adequate and timely consideration of the potentialities of small business and all small-business categories in all "make-or-buy" decisions.
3. Counsel and discuss subcontracting opportunities with representatives of small businesses and all small business categories
4. Confirm that a subcontractor representing itself as a HUBZone small business concern is identified as a certified HUBZone small business concern by accessing the CCR) database or by contacting SBA (already completed for those who we propose in this category)
5. Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status of any of the small business or small business categories for the purpose of obtaining a subcontract as part or all of a goal contained in KePRO's subcontracting plan.

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This subcontracting plan was submitted by:

Signature: _____ Date: 5/24/2010

Typed Name: Danette Alleman

Title: Small Business Plan Administrator

Phone Number: 717-564-8288

Facsimile Number: 717-564-3862

Contracting Officer Approval: _____ Date: 5/24/2010

13.0 SDB Past Performance

KePRO and our subsidiary, Ohio KePRO, have participated in contracts with the CMS and HRSA over the past five years that have required Small Business Subcontracting Plans. Figures 6a-6c detail our actual performance against goals for each category of the Small Business Plan. Two tables are presented for the CMS contracts to provide information from the last five years.

We have had past challenges in meeting HUBZONE and SDVOSB Small Business goals because there are a limited number of companies that provide services for the type of work we perform. The administrators for the aforementioned plans have used several tools including the Small Business Administration dynamic search engine to locate new vendors to utilize for purchasing. KePRO encourages resurveying the current vendor pool to look for small business status changes. Also, new vendors receive the survey which includes an information letter describing the small business classifications that may be applicable to them.

Figure 6a: Small Business Reporting, CMS QIO 9th SOW: Value (b)(4)				
07/01/08 to 09/30/09				
	Goals	**Percent**	**Cumulative**	**Percent**
SDB	(b)(4)			
WOSB				
HUBzone				
VOSB				
SDVOSB				

Figure 6b: Small Business Reporting, CMS QIO 8th SOW: Value (b)(4)				
07/01/05 to 07/31/08				
	Goals	**Percent**	**Cumulative**	**Percent**
SDB	(b)(4)			

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WOSB		(b)(4)
HUBzone		
VOSB		
SDVOSB		

Figure 6c: Small Business Reporting, HRSA: Value (b)(4)				
07/01/01 to 09/31/2009				
	Goals	**Percent**	**Cumulative**	**Percent**
SDB		(b)(4)		
WOSB				
HUBzone				
VOSB				
SDVOSB				

TRICARE Quality Monitoring Contract (TQMC) 4Rel

MEDICAL SPECIALTIES:

MD or DO

Anesthesiology
Dermatology
Emergency Medicine
    Hyperbarics
Family Practice
General Surgery
    Transplant Surgery
Internal Medicine
    Cardiology
    Infectious Disease
    Gastroenterology
    Pulmonology
Neurology
Neurosurgery
Obstetrics and Gynecology
Ophthalmology
Otolaryngology Surgery
Pediatrics
    Pediatric Hematology/Oncology
Physical Medicine and Rehabilitation
Plastic & Reconstructive Surgery
Psychiatry
Radiology
Urology

Other Licensed Health Care Professional

Certified Nurse Midwife
Certified RN Anesthetist
Licensed Practical Nurse
Nurse Practitioner
Physical Therapy
Physician Assistant
Registered Nurse

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Guarantee Agreement for Corporate Guarantor

DCMA FORM 1620

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Corporate Guarantee

KePRO has provided the required guarantee from its parent organization PennMed Inc. using the DCMA Form 1620 04-04 in Volume IV, pages 184-185. PennMed Inc. is the parent holding company of KePRO. The Pennsylvania Medical Society is the parent organization to PennMed Inc.

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GUARANTY AGREEMENT FOR CORPORATE GUARANTOR

(Applicable to One or More Government Contracts)

The undersigned PennMed, Inc.
(Insert Guarantor's Name)

777 East Park Drive, Harrisburg, PA 17111
(Insert Guarantor's Address)

for itself, its successors and assigns, hereinafter referred to as the Guarantor, requests the United States of America (Department of Defense) hereinafter called the Government, to award contract or contracts to

Keystone Peer Review Organization, Inc. a corporation
(Insert Contractor's Name)

organized under the laws of the State of Pennsylvania having its principal place of business

at 777 East Park Drive
(Street Address)

in the City of Harrisburg in the State of Pennsylvania,

herein after called the Contractor. The undersigned Guarantor agrees to guarantee absolutely to the Government the full, complete and faithful performance of the Contractor of any and all contracts, hereinafter referred to as such contract, according to the terms and conditions thereof and at the time and in the manner provided therein.

In consideration of the award of any and all contracts to the Contractor, the undersigned Guarantor agrees as follows:

1. *Guaranty.* The Guarantor absolutely guarantees the full, complete and faithful performance by the Contractor of such contract, as such contract may be from time to time amended as authorized by its terms, according to the terms and conditions of such contract as so amended, and at the time and in the manner provided therein. The Guarantor agrees to provide the Contractor all necessary and required resources including financing, which are necessary to assure the full, complete and satisfactory performance of such contract.
2. *Extension of Time of Performance.* Any extension of the time of performance of such contract as so amended shall not release the undersigned Guarantor from liability hereon.
3. *Assignment.* This instrument shall bind the undersigned Guarantor, its successors and assigns. If any person, firm, corporation or entity other than the Contractor becomes obligated to perform the contract or any part thereof, whether by operation of law or otherwise, any and all rights of the Government against the Guarantor shall remain in full force.
4. *Default.* In the event of termination for default under the terms of such contract, or in the event of failure, insolvency, default, bankruptcy, arrangement, appointment of receiver of the Contractor or other liquidation of the Contractor, the Guaranty herein shall become absolute.
5. *Waiver of Notice.* The Guarantor waives notice of default on the part of the Contractor and agrees that its Guaranty shall become absolute without necessity for the giving of such notice.
6. *Continuation of Guaranty.* The Guaranty herein shall continue until full, complete and faithful performance of such contract as it may be from time to time amended as authorized by its terms.
7. *Default Liability.* In addition to all other guarantees contained in this Agreement, in the event that the Government terminates such contract for default and awards the uncompleted portion of such contract to another source at a fair and reasonable price, the Guarantor shall be liable for any excess costs incurred by the Government as a result of such reprocurement and for the repayment of any unrecouped payments (e.g., partial payments, Progress Payments, or Advance Payments) paid to the Contractor by the Government. In addition, the Guarantor shall be liable for all costs and expenses paid or incurred by the Government in enforcing this Guaranty. The Contracting Officer representing the Government in connection with such contract shall determine the total costs and expenses, if any, incurred by the Government.
8. *Enforcement.* This Guaranty Agreement shall inure to the benefit of and may be enforced by the Government.
9. *Construction.* Nothing in this Guaranty Agreement shall be construed to obligate the Government to award a contract to the Contractor.

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10. *Coverage, Termination, Waiver, and Expiration.*

a. Except as otherwise provided herein, this Guaranty Agreement refers to and shall be effective with respect to any and all contracts for supplies or services entered into, on or after the date of this Agreement between the Government and the Contractor. Unless otherwise indicated by the context the singular of the word "contract" as used in this Agreement shall mean the plural term "contracts" whenever this Agreement shall become effective with respect to more than one contract between the Government and the Contractor. For the purpose of any additional procurement of supplies or services called for by any agreement supplemental to a contract between the Government and the Contractor, the term "contract" shall refer to such supplemental agreement.

Additionally, this Agreement will include the contracts already in existence between the Contractor and the Government before the Agreement date, as specified here:

None

b. The Guaranty Agreement is a continuing guaranty and shall remain in full force and effect until the later of (1) the performance in full of the guaranteed obligations, or under the guaranteed contracts, (2) the termination of all continuing obligations and commitments of the Contractor under the guaranteed contracts. In the case of termination of the continuing commitments of the Contractor on any guaranteed contract, the termination notices must be given in writing citing the affected contracts.

c. When the Government Contracting Officer determines that it is in the best interest of the Government to do so, the Contracting Officer may, by written notice addressed to the Guarantor at the Guarantor's address shown herein, waive the effect of this Agreement with respect to any specifically identified individual contract between the Government and the Contractor entered into after the date of such written notice. A separate written notice shall be given with respect to each contract that the Contracting Officer determines shall not be subject to the effect of this Agreement.

d. In the event that all of the contracts covered by this Guaranty Agreement have been satisfactorily completed by the Contractor including all continuing commitment of the Contractor under the contracts, the Guarantor may request the cognizant Government Contracting Officer for this Guaranty Agreement to issue a written notice which states that this Guaranty Agreement is considered to have expired.

Executed the Fourth day of February year of 2010.

PennMed, Inc.
(Guarantor)

By _____
(Signature)

Executive Vice President & Treasurer
(Title)

777 East Park Drive, P. O. Box 8820, Harrisburg, PA 17105-8820
(Business Address)

Witness _____

Witness _____

I, Kay A. Barrett, certify that I am the duly elected Assistant Secretary of the Corporation named as Guarantor herein; that Denise E. Zimmerman who signed this Agreement on behalf of the Guarantor, was then Executive Vice President & Treasurer of said Corporation, that said Agreement was duly signed for and in behalf of said Corporation by authority of its governing body, and is within the scope of its corporate powers.

_____ Corporate Seal:
(Assistant Secretary)

Receipt of a copy of the above Guaranty Agreement is acknowledged.

THE UNITED STATES OF AMERICA

By _____
Scott J. Lamond
(Contracting Officer)

16401 E. Centretech Parkway
Aurora, CO. 80011
(Contracting Officer Address)

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