



OFFICE OF THE ASSISTANT SECRETARY OF DEFENSE
HEALTH AFFAIRS

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TRICARE
MANAGEMENT ACTIVITY

OD

CHANGE 118
6010.51-M
MARCH 23, 2011

**PUBLICATIONS SYSTEM CHANGE TRANSMITTAL
FOR
TRICARE OPERATIONS MANUAL (TOM), AUGUST 2002**

The TRICARE Management Activity has authorized the following addition(s)/revision(s).

CHANGE TITLE: REMOVE REFERENCES TO "TASK ORDER" RELATIVE TO CLINICAL
SUPPORT AGREEMENTS (CSAs)

CONREQ: 15201

PAGE CHANGE(S): See page 2.

SUMMARY OF CHANGE(S): The purpose of this change is to revise the TOM to remove the
reference to "task order" relative to the CSAs to comply with the Federal Acquisition
Regulation (FAR) as it applies to the contract types.

EFFECTIVE AND IMPLEMENTATION DATE: Upon direction of the Contracting Officer.


Reta M. Michak
Director, Operations Division

ATTACHMENT(S): 14 PAGES
DISTRIBUTION: 6010.51-M

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REMOVE PAGE(S)

CHAPTER 15

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CHAPTER 16

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APPENDIX A

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AUDITS, INSPECTIONS, AND REPORTS

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2	WEEKLY REPORTS TO TMA 1.0. Incoming Contractor Weekly Status Report 2.0. Outgoing Contractor Weekly Status Reporting 3.0. Enrollment And Claims Processing Statistics Report 4.0. TRICARE Dual Eligible FI Contract Claims Processing Statistics Report 5.0. Claims Aging Report By Status/Location
3	MONTHLY REPORTS 1.0. Network Adequacy Report 2.0. Network Inadequacy Report 3.0. Network Status Report 4.0. Implementation Of Enrollment plan Report 5.0. Monthly Referral Report 6.0. Resource Sharing Reporting and Certification 7.0. Medical Management Report 8.0. Quality Management Activity Report 9.0. Beneficiary Services And Access Reports 10.0. Education Presentation Report 11.0. Toll-Free Telephone Report 12.0. Customer Satisfaction Report 13.0. Productivity Report 14.0. Debt Collection Assistance Officer Program Collection Report 15.0. Financial Reports 16.0. Clinical Support Agreement (CSA) Report 17.0. Quality Intervention Report 18.0. Contractor Records Accountability Report 19.0. Originating Site Report
4	MONTHLY WORKLOAD AND CYCLETIME REPORTS 1.0. Instructions 2.0. TRICARE Contractor Monthly Cycle Time/Aging Report Instructions

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CHAPTER 15 - AUDITS, INSPECTIONS, AND REPORTS

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6	ANNUAL REPORTS 1.0. Clinical Quality Management Program Annual Report (CQMP AR) 2.0. Fraud Prevention Savings Report <i>3.0. Annual Capital and Direct Medical Education Report</i>
7	SPECIAL REPORTS 1.0. General 2.0. Reports To MTF Commanders
ADDENDUM A	FIGURES FIGURE 15-A-1 TRICARE Contractor Monthly Workload Report - Network/ Non-Network/Medicare BRAC, TMA Form 742 FIGURE 15-A-2 TRICARE Contractor Monthly Cycle Time/Aging Report - Network/Non-Network/Medicare BRAC, TMA Form 743

13.0. PRODUCTIVITY REPORT

Monthly, by the *15th* calendar day following the end of the reported month, the contractor shall report to the Regional Office and Contracting Officer the previous months actual productivity for each area where the contractor has proposed customer service/TSC standards. Examples of standards include telephone blockage rate, call abandonment rate, telephone and walk-in wait times, written inquiry response rate, etc. The contractor shall correlate this report with the customer satisfaction report and provide an action plan addressing all areas of customer dissatisfaction.

14.0. DEBT COLLECTION ASSISTANCE OFFICER PROGRAM COLLECTION REPORT

Reports of all completed collection cases shall be furnished to the Office of Claims Collection Evaluation at TMA-Aurora in an Excel spreadsheet format on a monthly basis, by the 15th calendar day of the following month. Reports shall include:

- Name of sponsor
- Sponsor SSN
- Service of sponsor
- Status of sponsor
- Name of patient
- Relationship to sponsor
- Healthcare option involved in collection (Prime, Extra or Standard)
- Date(s) of service at issue
- Date of claim(s) submission
- Provider participation status on claim
- Claim development history
 - Was claim developed, and when
 - Reason for development
 - Was requested information received, and when
- Claim adjudication and payment history
 - Amount billed

- Amount allowed
- Reason(s) for difference
- Cost share amount(s)
- Amount applied to deductible
- Amount paid
 - To provider
 - To beneficiary
- Payment date
- Payee
- Remaining beneficiary liability and reason
- Any other information pertinent to understanding the resolution of the case (e.g., letter to provider, provider assent to contact MCSC prior to any future collection actions, etc.).

15.0. FINANCIAL REPORTS

See [Chapter 3, Section 10](#).

16.0. CLINICAL SUPPORT AGREEMENT (CSA) REPORT

The contractor shall provide to the Regional Director (*RD*), the appropriate MTF Commander and the Contracting Officer (*CO*) a monthly report detailing all *CSA* (see [Chapter 15, Section 3](#)) activities which occurred during the previous month. The contractor shall provide a separate report for each MTF and a summary report for the *RD* and the *CO*.

16.1. This report shall be multi-part and shall include the following divisions:

- *CSA* requirements received during the previous month and the status of each;
- *CSA executed contract actions* received from the *CO* during the previous month and the status of each;
- A status for each *CSA* requirement received during a prior reporting period until one month following the receipt of an *executed CSA contract action*; and
- A status for each *executed CSA contract action* received during a prior reporting period.

16.2. For all active *executed CSA contract actions* issued by the *CO*, the contractor shall also provide the following:

- The number of *CSA* personnel by *executed contract action* and by specialty or personnel type working in each MTF;
- The number of hours worked by *CSA* personnel, by *executed CSA contract action*, and by specialty or personnel type for each MTF;
- The types and numbers of services provided for each *executed CSA contract action*, i.e., the number of visits, treatments, procedures, tests, etc.;
- The total salaries, compensation, and expenses paid by the contractor in support of the services provided for each *executed CSA contract action*.
- Total reimbursement expected from the Government for services rendered through each *executed CSA contract action* during the reporting period.

17.0. QUALITY INTERVENTION REPORT

Monthly, the contractor shall submit via the E-Commerce Extranet (<https://tma-ecomextranet.ha.osd.mil>) a Quality Intervention Report to the TRICARE Regional Office (TRO) or Designated Provider Program Office (DPPO) documenting all potential and confirmed Quality Issues (QIs). Severity Levels/Sentinel Events will be assigned as identified in [Chapter 7, Section 4, paragraph 6.2.3](#). All Potential Quality Issue (PQI) outcomes shall be reported including the determination of “No QI” (see [Chapter 7, Section 4, paragraph 6.1.](#)). The report shall include the following data fields:

CASE NUMBER	PQI/ GRIEVANCE	SOURCE	PRIME SERVICE AREA	EVENT(S)/ INDICATOR(S)	SEVERITY LEVEL/SE/ NO QI	CORRECTIVE ACTION ACTIVITY	FOLLOW-UP ACTION	REPORT TO CQM COMMITTEE
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18.0. CONTRACTOR RECORDS ACCOUNTABILITY REPORT

By the 10th of the month following the month being reports the Managed Care Support Contractors (MCSCs), Designated Providers (DPs), and the TRICARE Dual Eligible Fiscal Intermediary Contractor (TDEFIC) shall submit a monthly Contractor Records Accountability Report via the <https://tma-ecomextranet.ha.osd.mil>. The report shall account for 100% of the requested individual records including follow-up actions and interventions for those records not submitted (see [Chapter 7, Section 3, paragraph 2.0.](#)).

19.0. ORIGINATING SITE REPORT

Contractors shall create a bi-weekly report containing a list of all planned originating sites for Telemental Health (TMH) in their region. The report shall include the name and address of the originating sites, and the date the originating site is planned to be fully operational. The report will address when each site actually becomes fully operational for use by TRICARE beneficiaries. The first report shall be due July 14, 2009, with subsequent

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CHAPTER 15, SECTION 3

MONTHLY REPORTS

reports provided to TMA biweekly thereafter until October 1, 2009. After October 1, 2009 the report is only required monthly on the first calendar day of the month. The reports shall be in an Excel file and submitted via the E-Commerce Extranet.

REGIONAL DIRECTOR/MTF AND CONTRACTOR INTERFACES

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	1.0. Coordination Procedures to Ensure Balanced Workloads
	2.0. Regional Director And MTF Interface For Primary Care Management
	3.0. Regional Director And MTF Interface For Specialty Services
	4.0. Regional Director/MTF And Contractor Interfaces For The DoD Health Insurance Portability And Accountability Privacy Regulation
	5.0. Administrative Coordination With The Regional Director And The MTF
	6.0. Regional Director And MTF Commander Liaison
2	RESOURCE SHARING
	1.0. Resource Sharing Program Agreements
	2.0. Resource Sharing Program Requirements
	3.0. Resource Sharing Agreement Guidelines
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	7.0. Credentials, Privileging, And Other Provider Requirements
	8.0. Supervision Of Resource Sharing Personnel
	9.0. Record Keeping
	10.0. Audits
3	CLINICAL SUPPORT AGREEMENT (CSA) PROGRAM
	1.0. General
	2.0. Limits
	3.0. Program Requirements
ADDENDUM A	MODEL MEMORANDUM OF UNDERSTANDING

approval/disapproval within 30 calendar days of receipt. The contractor shall forward copies of all proposed approved resource sharing agreements and all supporting pricing information for the agreement to the Contracting Officer (CO) no later than ten calendar days following written notification by the Regional Director (RD) of the approval of the agreement. Upon receipt of an approved resource sharing agreement the CO will evaluate the agreement and supporting documentation and request from the contractor any necessary information to make a determination that the agreed to amount for the agreement is fair and reasonable. Once the CO has determined the amount fair and reasonable, the CO will *execute* a *contract action* obligating funds for the agreement and authorizing the contractor to proceed with performance of the agreement. The contractor shall provide resource sharing clinical personnel for the MTF's credential review within 90 calendar days of the *execution* of a *contract action*. The contractor shall provide administrative support personnel completed credentialing packet fulfilling the requirements of the resource sharing agreement within 60 calendar days of the *execution* of a *contract action*. No services shall be provided until a *contract action* is *executed* by the CO.

3.2. External Resource Sharing

External resource sharing shall be based upon written agreements between the contractor, the MTF Commander, and the network facility, with the RD's concurrence. Before a military provider is permitted to practice in the network facility, the MTF Commander will ensure that the military provider has active clinical privileges with the network facility. The MTF Commander will also ensure that external resource sharing providers are licensed to practice medicine in a United States jurisdiction during the term of the resource sharing agreement. The resource sharing agreement shall set forth all the terms, conditions and limitations of the resource sharing arrangements. The MTF Commander shall forward copies of all completed external resource sharing agreements to the RD for approval prior to the implementation of any resource sharing agreement. The RD will provide the contractor written approval/disapproval within 30 calendar days of receipt. The MTF Commander shall forward copies of all approved resource sharing agreements to the CO no later than ten calendar days following written notification by the RD of the approval of the agreement.

4.0. SELECTION OF PROVIDERS

The contractor shall obtain input from the MTF Commanders regarding the requirements or needs of the Commanders for internal resource sharing providers. Based upon this input, the contractor shall select the resource sharing providers without any further involvement of the Government in the selection process, except for the privileging of the providers by the MTF Commander after the selection has been made.

5.0. COSTS

5.1. Costs borne by the contractor in providing services to TRICARE beneficiaries in MTFs shall be the responsibility of the contractor, subject to the compensation arrangements specified in this contract.

5.2. Under the authority of 10 U.S.C. 1095 and 32 CFR 220.8(k).(2), internal resource sharing providers shall not bill for any form of third party payment. The MTF with which the resource sharing agreement was entered into will bill for and retain all funds available from a

third party. The resource sharing provider's compensation from the contractor, whether by way of salary, fee-for-service, or other means, is entirely independent of any claim to, or payment from, any third party payer.

6.0. PROFESSIONAL LIABILITY

6.1. Internal Resource Sharing

The contractor shall be solely liable for negligent acts or omissions of the contractor's agents and shall ensure that providers maintain full professional liability insurance.

6.2. External Resource Sharing

While performing health care functions authorized by the MTF, designated health care personnel will be acting within the scope of their duties as determined by the Department of Justice. The United States Government will be responsible for their actions within the scope of their duties. As such, any remedy for damages for personal injury, including death, caused by their negligence or wrongful acts or omissions shall be exclusively against the United States under provisions of the Federal Torts Claims Act (title 28 U.S.C., sections 1346(b), 2671-2680) and not against the individual military health care provider. In the event any DoD health care provider is asked to respond to an emergency involving a non-DoD beneficiary, the state's borrowed servant defense and any other applicable defenses and immunities available to the United States will apply to allegations of negligence or wrongful acts or omissions arising from care rendered by the provider.

7.0. CREDENTIALS, PRIVILEGING, AND OTHER PROVIDER REQUIREMENTS

All categories of staff provided by the contractor to the MTF shall meet the licensing and privileging requirements of [32 CFR 199.6](#). In addition, the staff members must agree to comply with the licensing and privileging directives of the MTF and to fully participate in MTF quality assessment and improvement activities required by the MTF. The contractor shall provide the MTF Commander with the original and one copy of all information on credentials for civilian providers working in the MTF. (The original document will be returned upon the completion of the MTF credentialing process.) The contractor is responsible for querying the National Practitioner Data Bank about each provider upon initial appointment and every two years thereafter and for providing the MTF Commanders with copies of the National Practitioner Data Bank report each time one is received on a resource sharing provider. DoD requirements for the basic credentials and privileging of health care providers are set forth in [32 CFR 199.6](#), and DoD Directives 6025.6, 6025.11, and 6025.14. The contractor shall provide the MTF Commanders with all documentation required by these and all applicable Army, Navy or Air Force directives at least 30 calendar days prior to the provider's first day of work in an MTF. For external resource sharing military health care personnel, the MTF Commanders will ensure that the military health care personnel are appropriately licensed and have active clinical privileges with the network facility.

8.0. SUPERVISION OF RESOURCE SHARING PERSONNEL

When contractor personnel are placed in MTF facilities, these personnel are supervised or controlled by the contractor for the purposes of directing the terms and

conditions of employment. However, this does not preclude resource sharing personnel from complying with directions received from MTF professional personnel in the course of patient care activities. Additionally, these contractor furnished personnel shall comply with privileging requirements, utilization review/management criteria and procedures, quality assessment procedures and criteria, and peer review and quality of care reviews in accordance with the policy, procedures, and regulatory provisions established for government practitioners (32 CFR 199.6; 32 CFR 199.15; and TRICARE Policy Manual (*TPM*), Chapter 11). With respect to external resource sharing agreements, the external resource sharing health care personnel's military command is responsible for the supervision of the external resource sharing health care personnel.

9.0. RECORD KEEPING

The contractor shall maintain accurate records to document activities related to resource sharing agreements. These records shall include accurate recording of the personnel performing services in network facilities or MTFs, identifying for each individual the name, social security number, type of provider or staff, the hours worked in the facility and/or MTF, and for internal resource sharing agreements, the associated workload, salaries, compensation and expenses for the individual. For equipment, records shall include identifying information, date placed in service, and maintenance information. For supplies, records of types and quantities supplied shall be recorded. For cash payments, records of expenditures shall be kept along with supporting receipts from the MTF. All costs borne by the contractor shall be identified. These records of resources shared shall be provided to the MTF Commanders (or their designees) and the *RDs* no later than the last working day of the month following the month in which the reported workload was performed.

10.0. AUDITS

Contractor resource sharing expenditures are subject to audit by the government.

CLINICAL SUPPORT AGREEMENT (CSA) PROGRAM

1.0. GENERAL

The *CSA* Program represents a *contractual* requirement for the contractor to provide needed clinical personnel to the *Military Treatment Facility* (MTF) Commanders in those situations where the MTF Commander has determined that it is in the government's interest to obtain clinical personnel through this program. The requesting organization is responsible for funding *contractual actions executed* under the *CSA* Program.

2.0. LIMITS

2.1. Resources available through the *CSA* Program are limited to individuals in the following categories:

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

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

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

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

2.4. The price of *CSAs* shall be reflected in the invoices associated with the *pertinent executed CSA contract action(s)*. No *CSA* Program costs shall be included as underwritten health care costs or supplemental health care costs.

3.0. PROGRAM REQUIREMENTS

3.1. Personnel

Within 30 calendar days of receiving a "Clinical Support Requirement" from the Contracting Officer (*CO*), the contractor shall prepare and submit a detailed technical and cost proposal as required by the *CO*. No services shall be provided under this section until a formal *contract action* is *executed* by the *CO*.

3.1.1. Individual Professional Providers

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

3.1.2. Clinical Support Personnel

The contractor shall furnish clinical support personnel who are licensed or certified to practice in the state and their speciality where such licensing or certification is available and meet the requirements of the facility where the individual will practice. The facility specific requirements will be contained in each *executed contract action*. The contractor shall provide clinical support personnel accepted and credentialed by the MTF within 60 calendar days of receiving the *executed contract action*. The contractor shall credential all clinical support personnel in accordance with the specifications contained in the *executed contract action* requirements. The contractor shall provide the documentation supporting the fulfillment of the requirements to the MTF where the individual will work 30 calendar days prior to the individual's first day of work.

3.1.3. Supervision Of *CSA* Personnel

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

3.1.3.2. All *CSA* personnel shall comply with all MTF specific requirements including all local Employee Health Program (EHP), Federal Occupational Safety Act and Health Act (OSHA), Bloodborn Pathogens Program (BBP) requirements, and *DoD Information Assurance Certification And Accreditation Process (DIACAP)* requirements.

3.1.4. Credentialing of *CSA* Program Personnel

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

3.1.4.2. The contractor shall credential all clinical support personnel in accordance with the specification contained in the *executed contract action* requirements. The contractor shall provide the documentation supporting the fulfillment of the requirements to the MTF where the individual will work 30 calendar days prior to the individual's first day of work.

3.1.5. Contractor Liability for *CSA* Program Personnel

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

CERTIFICATION FOR CARE: The determination that the provider's request for care (level of care, procedure, etc.) is consistent with preestablished criteria. (Note: This is NOT synonymous with authorization for care).

CERTIFIED PROVIDER: A hospital or institutional provider, physician, or other individual professional provider of services or supplies specifically authorized by 32 CFR 199.6. Certified providers have been verified by TMA or a designated contractor to meet the standards of 32 CFR 199.6, and have been approved to provide services to TRICARE beneficiaries and receive government payment for services rendered to TRICARE beneficiaries.

CHAMPUS MAXIMUM ALLOWABLE CHARGE (CMAC): CMAC is a nationally determined allowable charge level that is adjusted by locality indices and is equal to or greater than the Medicare Fee Scheduled amount.

CHAMPVA: The Civilian Health and Medical Program of the Veterans Administration. This is a program of medical care for spouses and dependent children of disabled or deceased disabled veterans who meet the eligibility requirements of the Veterans Administration.

CHAMPVA CENTER (CVAC): It is the component within the Department of Veterans Affairs, Health Administration Center (HAC) which processes all CHAMPVA claims.

CHANGE ORDER: A written directive from the TMA Contracting Officer to the contractor directing changes within the general scope of the contract, as authorized by the "changes clause."

CHRISTIAN SCIENCE NURSE: An individual who has been accredited as a Christian Science Nurse by the Department of Care of the First Church of Christ, Scientist, Boston, Massachusetts, and listed (or eligible to be listed) in the Christian Science Journal at the time the service is provided. The duties of Christian Science nurses are spiritual and are nonmedical and nontechnical nursing care performed under the direction of an accredited Christian Science practitioner. There are two levels of Christian Science nurse accreditation:

1. **GRADUATE CHRISTIAN SCIENCE NURSE.** This accreditation is granted by the Department of Care of the First Church of Christ, Scientist, Boston, Massachusetts, after completion of a three year course of instruction and study.
2. **PRACTICAL CHRISTIAN SCIENCE NURSE.** This accreditation is granted by the Department of Care of the First Church of Christ, Scientist, Boston, Massachusetts, after completion of a one year course of instruction and study.

CHRISTIAN SCIENCE PRACTITIONER: An individual who has been accredited as a Christian Science Practitioner for the First Church of Christ, Scientist, Boston, Massachusetts, and listed (or eligible to be listed) in the Christian Science Journal at the time the service is provided. An individual who attains this accreditation has demonstrated results of his or her healing through faith and prayer rather than by medical treatment. Instruction is executed by an accredited Christian Science teacher and is continuous.

CHRISTIAN SCIENCE SANATORIUM: A sanatorium either operated by the First Church of Christ, Scientist, or listed and certified by the First Church of Christ, Scientist, Boston, Massachusetts.

CLAIM: Any request for payment for services rendered related to care and treatment of a disease or injury which is received from a beneficiary, a beneficiary's representative, or a network or non-network provider by a contractor on any TRICARE-approved claim form or approved electronic medium. If two or more forms for the same beneficiary are submitted together, they shall constitute one claim unless they qualify for separate processing under the claims splitting rules. (It is recognized that services may be provided in situations in which no claims, as defined here, are generated. This does not relieve the contractor from collecting the data necessary to fulfill the requirements of the TED for all care provided under the contract.)

CLAIM FILE: The collected records submitted with or developed in the course of processing a single claim. It includes the approved TRICARE claim form and may include attached bills, medical records, record of telephone development, copies of correspondence sent and received in connection with the claim, the EOB, and record of adjustments to the claim. It may also include the record of appeals and appeal actions. The claim file may be in microcopy, hard copy, or in a combination of media.

CLAIM FORM: A fixed arrangement of captioned spaces designed for entering and extracting prescribed information, including ADP system forms.

CLAIMS CYCLE TIME: That period of time, recorded in calendar days, from the receipt of a claim into the possession/custody of the contractor to the completion of all processing steps (See "Processed to Completion (Or Final Disposition)" in this Appendix, and TRICARE Systems Manual, [Chapter 2, Section 2.4](#), "Date TED Record Processed to Completion").

CLAIMS PAYMENT DATA: The record of information contained on or derived from the processing of a claim or encounter.

CLINICAL SUPPORT AGREEMENT (CSA): Clinical personnel provided to the MTF by the contractor through a *contract action*. *Contract actions for clinical support* are *either* funded from the MTF's normal operating funds *or by one or more of the military services*.

COMBINED DAILY CHARGE: A billing procedure by an inpatient facility that uses an inclusive flat rate covering all professional and ancillary charges without any itemization.

CONCURRENT REVIEW/CONTINUED STAY REVIEW: Evaluation of a patient's continued need for treatment and the appropriateness of current and proposed treatment, as well as the setting in which the treatment is being rendered or proposed. Concurrent review applies to all levels of care (including outpatient care).

CONFIDENTIALITY REQUIREMENTS: The procedures and controls that assure the confidentiality of medical information in compliance with the Freedom of Information Act, the Comprehensive Alcohol Abuse and Alcoholism Prevention and Rehabilitation Act, and the Privacy Act.