

## Memorandum Of Understanding (MOU) - Example

Revision:

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### 1. INTRODUCTION

This Memorandum of Understanding (MOU) supports the requirements of the TRICARE Program as detailed in the TRICARE Manuals and the Managed Care Support Contract (# \_\_\_\_\_) and including all contract modifications as they are executed.

### 2. PURPOSE

The MOU's purpose is to establish management processes expected to be executed in good faith by each party to implement TRICARE program requirements. This MOU does not change, add or delete any requirements of the contract. No contract requirements are waived by this MOU. Any action taken under this agreement does not increase or decrease the contract price or cost unless the change to the contract is authorized by the Contracting Officer (CO). In the event that there is an inconsistency between the contract and the MOU, the contract, as interpreted by the CO, is the primary document for guidance.

### 3. STRUCTURE

Each Military Treatment Facility (MTF)/Enhanced Multi-Service Market (eMSM) MOU consists of a core document which reflects uniform approaches common to all aspects of healthcare delivery across the region, complimented by attachments to provide operational guidance unique to each specific MTF/eMSM and/or TRICARE Regional Office (TRO). Multi-market processes will be described in each affected MTF/eMSM-specific MOU.

### 4. MOU MANAGEMENT

This section describes the performance-based objectives of MOU management, coordination of actions, limits of authority, and MOU revisions.

### 5. PERFORMANCE BASED OBJECTIVES

This MOU describes the processes by which the parties implement the performance-based objectives outlined in the contract (# \_\_\_\_\_). It reflects uniform approaches across the entire region and provides for site-specific information unique to each MTF/eMSM that defines the protocols, instructions and details of each area of understanding.

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6. COORDINATION OF ACTIONS

The MOU reflects the actions expected to be taken by the contractor and/or the MTF Commander/eMSM Manager and the degree to which each party will coordinate with the other before taking certain action. Actions include:

- a. Actions by MTF Commander/eMSM Manager without contractor input
- b. Actions by MTF Commander/eMSM Manager after contractor coordination
- c. Actions by contractor with MTF Commander/eMSM Manager's coordination
- d. Actions by contractor without MTF Commander/eMSM Manager's input

7. LIMITS OF AUTHORITY

All parties of this MOU understand that only the CO has the authority to alter or modify the requirements and specifications of the contractor in any way. All attachments and operational guidance shall be implemented only upon CO direction.

8. MOU REVISIONS

Any partner of the MOU may propose revisions to the MOU at any time. Minor administrative changes (such as names telephones and/or e-mail addresses) may be implemented immediately by mutual agreement. Proposed changes shall be submitted to the appropriate Director, TROs, by any partner. Changes that are administrative in nature only will be implemented by the first business day of the following month or as soon as is reasonable thereafter. All other changes will be implemented by the 15th day of the following month, unless otherwise agreed upon. Once a MOU change is agreed upon, the contractor shall prepare all MOU documents for appropriate signatures and CO approval.

9. MEETINGS

- a. TRO Meetings (i.e., TRO/contractor meetings/responsibilities)
- b. MTF/eMSM-Specific Meetings (i.e., prime service area executive committee meetings)
- c. eMSM (enhanced Multi-Service Market) Meetings (as appropriate)
- d. Working Group Meetings
- e. Defense Health Agency (DHA) Meetings (other than identified above)

10. OPERATIONAL ANNEXES

- a. Access to Data
- b. Government furnished facilities, equipment and/or services
- c. Enrollment Processes
- d. Referrals and Authorizations
- e. Right of First Refusal (ROFR)
- f. Medical Management
- g. Utilization Management
- h. Clinical Quality Management
- i. Case Management Referral Process
- j. Education & Customer Services
- k. MTF/eMSM Optimization
- l. Contingency Planning
- m. Network Implementation
- n. Behavioral Health/Substance Abuse

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10. OPERATIONAL ANNEXES (Continued)

- o. Population Health Improvement Processes
- p. Operational Issue Resolution
- q. Points of Contact

11. ADDITIONAL TRO OPERATIONAL ANNEXES

- a. Priority Correspondence
- b. Special Projects
- c. Special Programs
- d. Other Operational Annexes as Required
- e. Regional MTF/eMSM MOUs

12. Each MOU shall also contain the following provision: "Contract personnel working in the Department of Defense (DoD) MTFs/eMSMs shall comply with all local Employee Health Program (EHP) and Federal Occupational Safety and Health Act (OSHA) Bloodborne Pathogens (BBP) Program requirements."

13. TABLE OF REVISIONS TO THE MOU

14. TERM

- a. This MOU expires at midnight (insert local time zone) on the last day of the last exercised Option Period of DoD Contract Number \_\_\_\_\_.
- b. Annual Review of MTF/eMSM MOU. Prior to the end of each Option Period of DoD Contract Number \_\_\_\_\_ (except for the final exercised Option Period), the contractor will obtain written affirmation from the MTF Commander/eMSM Manager that the Commander has reviewed the current MTF/eMSM MOU and agrees that no modifications are necessary. Copies of these affirmations will be provided in the Performance Assessment Tool.

\_\_\_\_\_  
(Signature) (Date)  
Printed Name and Title  
Contractor

\_\_\_\_\_  
(Signature) (Date)  
MTF Commander/eMSM Manager or  
Representative (Not Required if this is a  
Regional Office MOU)

Approved

\_\_\_\_\_  
(Signature) (Date)  
Procuring Contracting Officer (PCO)

\_\_\_\_\_  
(Signature) (Date)  
Director, TROs

- END -

