

## Administration

Revision: C-72, September 10, 2020

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### 1.0 GENERAL

All TRICARE requirements regarding administration shall apply to the TRICARE Overseas Program (TOP) unless specifically changed, waived, or superseded by this section; the TRICARE Policy Manual (TPM), [Chapter 12](#); or the TRICARE contract for health care support services outside the 50 United States (U.S.) and the District of Columbia (hereinafter referred to as the "TOP contract"). See [Chapter 1](#) for additional instructions regarding administration. Specific health care support services required for the performance of this contract are identified in this chapter, in the TPM, [Chapter 12](#), and the TOP contract.

### 2.0 CONTRACT ADMINISTRATION AND INSTRUCTIONS TO CONTRACTOR

**2.1** The provisions of [Chapter 1, Section 2](#) are applicable to the TOP. Additionally, the TOP contractor shall coordinate with the Defense Health Agency (DHA) Contracting Officer (CO), the appropriate DHA Contracting Officer Representative (COR), and the **TRICARE Overseas Program Office (TOPO)** on any TOP policy or contractual issue that requires additional Government clarification or assistance to resolve.

**2.2** The provisions of [Chapter 1, Section 2, paragraph 4.0](#) are superseded as described in [paragraphs 2.2.1 through 2.2.6](#).

**2.2.1** A 14 calendar day notice will be provided by the DHA Procurement Contracting Officer (PCO) for all meetings hosted by DHA.

**2.2.2** The TOP contractor shall provide up to four contractor representatives at the Performance Readiness Validation briefing at DHA.

**2.2.3** The TOP contractor shall provide at least two contractor representatives for transition briefings/meetings with each overseas Military Treatment Facility (MTF) and TAO. All briefings/meetings must be completed no later than 60 calendar days prior to the start of health care delivery (SHCD). **These briefings/meetings shall be targeted towards command suite/key leaders and their staff and shall encompass all key contract areas where collaboration between the contractor and the MTF/TRICARE Area Office (TAO) will occur.**

**2.2.4** The TOP contractor shall provide annual representation at two contractor conferences (senior management level) at DHA. The contractor shall also provide up to four contractor representatives at up to four additional meetings at the direction of the CO per contract year.

**2.2.5** The TOP contractor shall provide representation at semiannual TOP operational meetings to be held at DHA Aurora with TOPO, TAO, and service representation.

**2.2.6** The TOP contractor shall provide two contractor representatives at up to 18 additional meetings/site visits at the direction of the CO per option period.

### **3.0 TRICARE PROCESSING STANDARDS**

The provisions of Chapter 1, Section 3 regarding TRICARE processing standards apply with following exceptions:

**3.1** The standard in Chapter 1, Section 3, paragraph 1.2.3 which increases referral accuracy percentages by 1% each Option Period applies through Option Period 5 of the TOP contract. The referral accuracy percentages for Option Periods 6 and 7 shall be 99%.

**3.2** Chapter 1, Section 3, paragraph 1.2.5 does not apply to the TOP contract. Required reports are identified in Section F of the TOP contract.

**3.3** Chapter 1, Section 3, paragraph 1.3 does not apply to the TOP contract. Network adequacy requirements are detailed in Section C and Section H of the TOP contract.

**Note:** The standards for telephone inquiries apply to all toll-free lines supporting TOP contract customer service activities.

### **4.0 MANAGEMENT**

The provisions of Chapter 1, Section 4 are applicable to the TOP, except that the provisions of Chapter 1, Section 4, paragraph 2.3 regarding zip code files are only applicable to Puerto Rico.

### **5.0 COMPLIANCE WITH FEDERAL STATUTES**

See Chapter 1, Section 5 for instructions regarding compliance with Federal statutes.

### **6.0 LEGAL MATTERS**

See Chapter 1, Section 6 for instructions regarding legal matters.

### **7.0 TRANSITIONS**

The provisions of Chapter 2 do not apply to the TOP contract.

#### **7.1 Transition-In Plan**

The TOP contractor will deliver a transition-in plan 10 days after contract award. In addition to the transition-in plan, the contractor shall provide weekly status reports throughout transition period or as directed by the Government.

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## 7.2 Transition Specifications Meeting

The incoming contractor shall attend a two to four day meeting with the outgoing contractor and DHA within 15 calendar days following contract award. This meeting is for the purpose of developing a schedule for transition-in and transition-out activities. If the incoming contractor is an incumbent, it shall attend a one to two day meeting with DHA. DHA will notify the contractor as to the exact date of the meeting. Contractor representatives attending this meeting shall have the experience, expertise, and authority to approve processes and establish project commitments on behalf of their organization.

## 7.3 Interface Meetings

Within 30 calendar days from contract award, the incoming contractor shall arrange meetings with Government and external agencies to establish all interfaces necessary to meet the requirements of this contract. DHA representatives shall be included in these meetings.

## 8.0 TRANSITION-IN REQUIREMENTS

### 8.1 Systems Development

Approximately 80 calendar days prior to the initiation of health care delivery, the non-claims processing systems and the telecommunications interconnections between these systems shall be reviewed by the DHA or its designees, to include a demonstration by the contractor of the system(s) capabilities, to determine whether the systems satisfy the requirements of TRICARE as otherwise provided in the contract. This includes the telecommunications links with DHA and Defense Enrollment Eligibility Reporting System (DEERS) and the Business-to-Business Gateway (B2B). The review will also confirm that the hardware, software, and communications links required for operating the automated TRICARE Duplicate Claims System (DCS) have been installed and are ready for DHA installation of the DCS application software (see the TRICARE Systems Manual (TSM), [Chapter 4](#)). The contractor shall implement any modifications required by DHA prior to the initiation of services.

### 8.2 Execution of Agreements with Contract Providers

**8.2.1** All contract provider agreements shall be executed, and loaded to the contractor's system, 80 calendar days prior to the start of health care delivery, or at such other time as is mutually agreed between the contractor and DHA.

**8.2.2** The contractor shall report on network adequacy on a monthly basis during the transition.

**8.3** See [Section 16](#), for instructions regarding Statements of Responsibilities (SORs). In addition to the SOR requirements in these referenced paragraphs, the TOP contractor shall also execute a SOR with each TAO Director no later than 60 calendar days prior to the SHCD.

### 8.4 Enrollment Transition

The contractor shall begin the enrollment process no later than (NLT) 60 calendar days prior to the scheduled SHCD, with actual enrollment processing to begin 40 days prior to the SHCD, subject to DHA approval of systems under the contract.

**8.4.1** For enrollments in the region with an effective date prior to the SHCD (e.g., active duty (AD) enrollment, mid-month enrollment; transfer-in), the incoming contractor must effect an enrollment to begin on the SHCD once notified by the outgoing contractor of the new enrollment. (Defense Manpower Data Center (DMDC) may run a report at the end of the transition period that reflects new additions.)

**8.4.2** When the outgoing contractor requests deletion of current enrollments with an effective date prior to the SHCD (e.g., transfers out; disenrollments for failure to pay fees; cancellations, etc.), the incoming contractor must cancel the future enrollment segment and notify the outgoing contractor when this action has been completed.

**8.4.3** For all other enrollment actions with an effective date prior to SHCD (e.g., Primary Care Manager (PCM) changes; Defense Medical Information System-Identification Code (DMIS-ID) changes; enrollment begin date changes; etc.), requested by the outgoing contractor, the incoming contractor must cancel the future enrollment segment and notify the outgoing contractor when this action has been completed. When notified by the outgoing contractor that their change has been effected, the incoming contractor must reinstate the future enrollment segment.

**8.4.4** Once health care delivery begins, all enrollment actions will be accomplished by the incoming contractor. If the outgoing contractor requires a retroactive change, they must submit their request to the incoming contractor who will perform the change and notify the outgoing contractor when it is complete.

## **8.5 Transfer of Enrollment Files**

**8.5.1** The incoming contractor shall obtain enrollment information from DEERS through an initial enrollment load file. DMDC will provide the incoming contractor with an incremental enrollment load file for each contract transition. The incoming contractor shall process each enrollment load file within 24 hours or less from receipt of the file.

**Note:** Each contract transition shall require a three-day freeze of enrollment and claim processing. This freeze will occur beginning the first weekend that precedes the 60 day window prior to the SHCD. The actual calendar dates will be determined during the transition meeting.

**8.5.2** The incoming contractor shall send enrollment renewal notices for all enrollees whose current enrollment period expires on or after the SHCD. The incoming contractor shall send billing statements where the enrollment fee payment would be due on or after the SHCD. The incoming contractor shall start sending billing notices and process renewals 45 days prior to the SHCD.

**8.5.3** Outstanding enrollment record discrepancies and issues reported to the DEERS Support Office (DSO) by the outgoing contractor will be transferred to the incoming contractor for reconciliation. Records will be reconciled in accordance with TSM, [Chapter 3](#).

## **8.6 TRICARE Service Center (TSC) Phase-In**

**8.6.1** The incoming contractor shall utilize the existing TSCs. The outgoing contractor shall allow reasonable access to the incoming contractor throughout the transition period to become familiar with the communication lines, equipment and office layout.

**8.6.2** The final schedule for access to and occupancy of the TSCs will be determined at the Transition Specifications Meeting. The approved schedule must allow the outgoing contractor to fulfill all contract requirements through the last day of health care delivery, and must provide the incoming contractor sufficient access to the TSC to prepare for delivery of all required functions on the first day of their contract.

**8.6.3** All Contractor Customer Service, Education and **Health Care Finder** (HCF) Field Representatives and overseas TSC representatives shall be fully trained and available for all duties no less than **80** calendar days prior to initiation of health care services.

**Note:** Overseas TSCs are managed by the MTFs and are jointly staffed by MTF and TOP contractor personnel. The TOP contractor is responsible for providing on-site Beneficiary Service Representative (BSR) support in all TSC locations.

## **8.7 Contractor File Conversions and Testing**

**8.7.1** The incoming contractor shall perform initial conversion and testing of all Automated Data Processing (ADP) files (e.g., provider files, pricing files, and beneficiary history) NLT 30 calendar days following receipt of the files from the outgoing contractor(s).

**8.7.2** Integration testing will be conducted to validate the contractor's internal interfaces to each of the TRICARE Military Health Systems (MHSs). This testing will verify the contractor's system integration, functionality, and implementation process. The incoming contractor shall be responsible for the preparation and completion of Integration Testing 45 days prior to the SHCD. (See the TSM, [Chapter 1, Section 1.1, paragraph 2.0](#).)

**8.7.3** Contractors shall provide certification of compliance with the National Institute of Standards and Technology (NIST)-based Information Assurance (IA) program identified in the TSM, [Chapter 1, Section 1.1](#), to fulfill all system access requirements prior to connecting with the MHS and/or the initiation of Integration Testing.

**8.7.4** DHA Test Managers will work with the contractor to plan, execute and evaluate the Integration Testing efforts. The contractor shall identify a primary and a back-up Testing Coordinator to work with the DHA Test Managers. The Testing Coordinator is responsible for contractor testing preparations, coordination of tests, identification of issues and their resolution, and verification of test results. A web application will be available for use by contractor Test Coordinators to report and track issues and problems identified during integration testing.

## **8.8 Receipt of Outgoing Contractor's Weekly Shipment of History Updates and Dual Operations**

**8.8.1** Beginning with the 120th calendar day prior to the SHCD and continuing for 180 calendar days after the SHCD, the incoming contractor shall convert the weekly shipments of the beneficiary history updates from the outgoing contractor(s) within two working days following receipt. These files shall be validated by the incoming contractor before use. Tests for claims and duplicate claims shall be performed within two workdays following conversion. Following the SHCD, these files shall be loaded to history and used for claims processing.

**8.8.2** During the 180 calendar days after the SHCD when both the incoming and outgoing contractors are processing claims, both contractors shall maintain close interface on history update exchanges and provider file information. During the first 60 calendar days of dual operations, the contractors shall exchange beneficiary history updates with each contractor's claims processing cycle run. Thereafter, the exchange shall not be less than twice per week until the end of dual processing. The incoming contractor shall assume total responsibility for the maintenance of the TRICARE Encounter Provider Record (TEPRV) beginning with the SHCD. The incoming contractor will coordinate and cooperate with the outgoing contractor to ensure that the outgoing contractor can continue to process claims accurately; conversely, the outgoing contractor has responsibility to notify the incoming contractor of any changes in provider status that they become aware of through their operations.

## **8.9 Transition-In Requirements Related To Transitional Cases**

**8.9.1** In notifying beneficiaries of the transition to another contractor, both the incoming and outgoing contractors shall include instructions on how the beneficiary may obtain assistance with transitional care. If the outgoing contractor succeeds itself, costs related to each contract will be kept separate for purposes of contract accountability.

### **8.9.2 Non-Network Inpatient Transitional Cases**

These are beneficiaries who are inpatients (occupying an inpatient bed) at 0001 hours on the first day of any health care contract period in which the incoming contractor begins health care delivery. In the case of Diagnosis Related Group (DRG) reimbursement, the outgoing contractor shall pay through the first month of health care delivery or the date of discharge, whichever occurs first. If the facility is reimbursed on a per diem basis, the outgoing contractor is responsible for payment of all the institutional charges accrued prior to 0001 hours on the first day of health care delivery, under the incoming contractor. The incoming contractor thereafter is responsible for payment.

### **8.9.3 Non-Network Outpatient/Professional Transitional Cases**

These are cases, such as obstetric care, that are billed and payable under "Global" billing provisions of Current Procedural Terminology, 4th edition (CPT-4), HCFA Common Procedure Coding System (HCPCS), or local coding in use at the time of contract transition, and where an Episode Of Care (EOC) shall have commenced during the period of health care delivery of the outgoing contractor and continues, uninterrupted, after the SHCD by the incoming contractor. Outpatient/professional services related to transitional cases are the responsibility of the outgoing contractor for services delivered prior to 0001 hours on the first day of health care delivery and of the incoming contractor thereafter.

### **8.9.4 Network Inpatient Care During Contract Transition**

The status of network provider changes (provider's network agreement with the outgoing contractor is terminated resulting in the provider's loss of network status) with the SHCD of the new contract. As a result, claims for inpatient care shall be reimbursed in accordance with [paragraph 8.9.2](#) for non-network transitional cases. Beneficiary copay is based on the date of admission; therefore, Prime beneficiaries who are inpatients as described in [paragraph 8.9.2](#), shall continue to be subject to Prime network copayments and shall not be subject to Point Of Service (POS) copayments.

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### **8.9.5 Home Health Care (HHC) During Contract Transition**

HHC, for a 60-day EOC, initiated during the outgoing contractor's health care delivery period and extending, uninterrupted, into the health care delivery period of the incoming contractor are considered to be transitional cases. Reimbursement for both the Request for Anticipated Payment (RAP) and the final claim shall be the responsibility of the outgoing contractor for the entire 60-day episodes covering the transition period from the outgoing to the incoming contractor.

### **8.10 Prior Authorizations and Referrals**

The incoming contractor shall honor outstanding prior authorizations and referrals issued by the outgoing contractor, covering care through 60 days after the SHCD under the incoming contract, in accordance with the outgoing contractors existing practices and protocols, within the scope of the TRICARE program and applicable regulations or statutes. In the case of Residential Treatment Care (RTC) care, both the incoming and outgoing contractors are responsible for authorizing that part of the stay falling within their areas of responsibility; however, the incoming contractor may utilize the authorization issued by the outgoing contractor as the basis for continued stay. This transition period for prior authorizations and referrals is extended to one year for obstetrical care or any other condition for which a one-year authorization has been issued.

### **8.11 Case Management**

The incoming contractor shall receive case files and documentation regarding all beneficiaries under case management programs. The incoming contractor shall ensure seamless continuity of services to those beneficiaries.

### **8.12 Program Integrity**

The incoming contractor shall receive case files and documentation regarding all open program integrity cases from the outgoing contractor NLT 30 days from the SHCD. The incoming contractor shall work with the DHA Program Integrity Office (PI) to ensure seamless continuity of oversight of these cases.

### **8.13 Health Insurance Portability And Accountability Act of 1996 (HIPAA)**

The incoming contractor, as a covered entity under HIPAA, may honor an authorization or other express legal document obtained from an individual permitting the use and disclosure of protected health information prior to the compliance date (HHS Privacy Regulation, §164.532).

### **8.14 Installation And Operation Of The DCS**

The incoming contractor shall have purchased, installed, configured, and connected the personal computers and printers required to operate the DCS NLT 60 days prior to the start of the health care delivery. See the TSM, [Chapter 4](#), for hardware, software, printer, configuration and communications requirements and contractor installation responsibilities. Approximately 30-45 days prior to health care delivery, DHA will provide and install the DCS application software on the incoming contractor designated personal computers and provide on-site training for users of the DCS in accordance with the TSM, [Chapter 4](#). Following the SHCD, the DCS will begin displaying identified potential duplicate claim sets for which the incoming contractor has responsibility for resolving. The

incoming contractor shall begin using the DCS to resolve potential duplicate claim sets in accordance with TSM, Chapter 4 and the transition plan requirements.

**8.15** The TOP contractor shall prepare a mailing to the Resident Commissioners of Puerto Rico and the Northern Mariana Islands, and the Congressional representatives for American Samoa, Guam, and the U.S. Virgin Islands by the 45th calendar day prior to the SHCD according to the specifications of the official transition schedule. The proposed mailing shall be submitted to the DHA CO, DHA COR, and TOPO, for approval no later than 90 calendar days prior to the SHCD. The mailing shall discuss any unique processing requirements of the contractor and any other needed information dictated by the official transition schedule.

## **9.0 TRANSITION-OUT**

### **9.1 Transition Specifications Meeting**

The outgoing contractor shall attend a meeting with representatives of the incoming contractor and DHA, within 15 calendar days following the effective date of the contract. This meeting is for the purpose of developing a schedule of transition-in/transition out activities. DHA will notify the contractor(s) as to the exact date and location of the meeting. The outgoing contractor shall provide a proposed transition-out plan at the Transition Specifications Meeting.

### **9.2 Data**

The outgoing contractor shall provide to DHA (or, at the option of DHA, to a successor contractor) such information as DHA shall require to facilitate transitions from the contractor's operations to operations under any successor contract. All files shall be provided in a non-proprietary format and the contractor shall include such file specifications and documentation as may be necessary for interpretation of these files. Such information may include, but is not limited to, the following:

- The data contained in the contractor's enrollment information system.
- The data contained in the contractor's claims processing systems.
- Information about the management of the contract that is not considered, under applicable Federal law, to be proprietary to the contractor.
- An automated indexing system that can be used independently of the outgoing contractor's data system. (See Chapter 9, Section 3, paragraph 2.2.2 for Automated Indexing System requirements.)

### **9.3 Transition-Out Of The Contractor's Claims Processing Operations**

Upon notice of award to another contractor, and during the procurement process leading to an effective date of a new contract, the contractor shall undertake the following transition-out activities regarding services as an outgoing contractor.

#### **9.3.1 Transfer of Electronic File Specifications**

The outgoing contractor shall transfer to the incoming contractor by express mail or similar

overnight delivery service, NLT three calendar days following award announcement, electronic copies of the record layouts with specifications, formats, and definitions of fields, and data elements, access keys and sort orders, for the following:

- The TEPRVs.
- The TRICARE Encounter Pricing Files (TEPRCs).
- The Enrolled Beneficiary and PCM Assignment Files.
- Mental Health Provider Files - The outgoing contractor must assure that the incoming contractor has been given accurate provider payment information on all mental health providers paid under the TRICARE inpatient mental health per diem payment system. This should include provider name; tax identification number; address including zip code; high or low volume status; if high volume, provide the date the provider became high volume; and the current per diem rate along with the two prior year's per diem amounts. The providers under the per diem payment system must be designated by Medicare, or meet exemption criteria, as exempt from the inpatient mental health unit, the unit would be identified as the provider under the TRICARE inpatient mental health per diem payment system.

### **9.3.2 Transfer Of ADP Files (Electronic)**

The outgoing contractor shall prepare in non-proprietary electronic format and transfer to the incoming contractor or DHA, by the 15th calendar day following the Transition Specifications Meeting unless otherwise negotiated by the incoming and outgoing contractors, all specified ADP files, such as the Provider and Pricing files, in accordance with specifications in the official transition schedule and will continue to participate in preparation and testing of these files until they are fully readable by the incoming contractor or DHA.

### **9.3.3 Outgoing Contractor Weekly Shipment Of History Updates**

The outgoing contractor shall transfer to the incoming contractor, in electronic format, all beneficiary history and deductible transactions (occurring from the date of preparation for shipment of the initial transfer of such history files) beginning the 120th calendar day prior to the SHCD (until such a time that all processing is completed by the outgoing contractor) in accordance with the specifications in the official transition schedule.

**9.3.3.1** During the 180 calendar days after the SHCD when both the incoming and outgoing contractors are processing claims, both contractors shall maintain close interface on history update exchanges and provider file information. During the first 60 calendar days of dual operations, the contractors shall exchange beneficiary history updates with each contractor's claims processing cycle run. Thereafter, the exchange shall not be less than twice per week until the end of dual processing.

**9.3.3.2** The incoming contractor shall assume total responsibility for the maintenance of the TEPRV beginning with the SHCD. The incoming contractor will coordinate and cooperate with the outgoing contractor to ensure that the outgoing contractor can continue to process claims accurately; conversely, the outgoing contractor has the responsibility to notify the incoming contractor of any changes in provider status that they become aware of through their operations.

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#### **9.3.4 Transfer Of Non-ADP Files**

The outgoing contractor shall transfer to the incoming contractor all non-ADP files (e.g., authorization files, clinic billing authorizations, and tapes/CDs, which identify Congressional and DHA completed correspondence files, appeals files, TRICARE medical utilization, and administration files) in accordance with the specifications in the official transition schedule. The hard copies of the Beneficiary History Files are to be transferred to the incoming contractor or Federal Records Center (FRC). The contractor shall provide samples and descriptions of these files to the incoming contractor at the Transition Specification Meeting.

#### **9.3.5 Explanation of Benefits (EOB) Record Data Retention and Transmittal**

If the contractor elects to retain the EOB data on a computer record, it must, in the event of a transition to another contractor, provide either a full set of electronic records covering the current and two prior years, or, at the PCO's discretion, provide the data and necessary programs to reproduce the EOB in acceptable form and transfer such data and programs to the successor contractor or to DHA. DHA shall be the final authority in determining the form and/or acceptability of the data.

#### **9.3.6 Outgoing Contractor Weekly Status Reporting**

Until all inventories have been processed, the outgoing contractor shall submit a weekly status report of inventories and phase-out activities to DHA beginning the 20th calendar day following the Specifications Meeting until otherwise notified by the PCO to discontinue. This shall be done in accordance with specifications of the official transition schedule.

#### **9.3.7 Prior Authorizations and Referrals**

The outgoing contractor shall provide all prior authorizations and referrals that cover care spanning the SHCD under the new contract or care that could potentially begin in the incoming contractor's health care delivery period. The outgoing and incoming contractor shall mutually agree to the date and schedule for transfer of this information.

#### **9.3.8 Case Management Files**

NLT 60 days prior to the SHCD under the new contract, the outgoing contractor shall provide the incoming contractor with all files pertaining to beneficiaries covered under a Case Management program. Electronic files shall be provided under a non-proprietary format. The outgoing contractor shall cooperate with the incoming contractor to ensure seamless continuity of care and services for all such beneficiaries.

#### **9.3.9 Requirements Related To Transitional Cases**

The outgoing contractor shall provide the incoming contractor with instructions for beneficiaries and providers on how the beneficiary may obtain assistance with transitional care.

#### **9.3.10 Program Integrity Files**

NLT 30 days prior to the SHCD under the new contract, the outgoing contractor shall provide the incoming contractor with all fraud and abuse information it has collected during the tenure

of the contract relevant to TRICARE providers and beneficiaries. For example, (not all inclusive) high dollar initial draft fraud cases, post payment utilization and reviews that identified potential fraud, established provider/beneficiary outlier watch lists, list of providers on prepayment review, copies of educational letters, regional fraud trend/outlier reports, Fraudline reports, and beneficiary complaints related to health care fraud. Electronic files shall be provided under a non-proprietary format.

#### **9.4 Final Processing Of Outgoing Contractor**

The outgoing contractor shall:

- Process all claims received through the last date of the outgoing contractor's healthcare delivery. Processing of these claims, including adjustments, shall be completed with 180 days following the start of the incoming TOP contractor's healthcare delivery period.
- All claims shall meet the same standards as outlined in the current outgoing contract. Any residual claim received after SHCD shall be forwarded to the incoming contractor within 24 hours of receipt. Claims for the Philippines, that have been pended for development of missing/required documentation or pended for provider certification, shall be denied on the 179th day if information was not received or certification was not complete. Any residual information related to the Philippines claims received after SHCD shall be forwarded to the incoming contractor with 24 hours of receipt.
- Be liable, after the termination of services under this contract, for any payments to subcontractors of the contractor arising from events that took place during the period of this contract.
- Process all correspondence, allowable charge complaints, and incoming telephonic inquiries which pertain to claims or services processed or delivered under this contract within the time frames established for response by the standards of the contract.
- Complete all appeal and grievance cases that pertain to claims or services processed or delivered under this contract within the time frames established for response by the standards of the contract.

##### **9.4.1 Correction of Edit Rejects**

The outgoing contractor shall retain sufficient resources to ensure correction (and reprocessing through DHA) of all TED record edit errors NLT 210 calendar days following the start of the incoming contractor's health care delivery.

##### **9.4.2 Transition-Out of the Automated TRICARE DCS**

The outgoing contractor shall phase-out the use of the automated TRICARE DCS in accordance with the TSM, [Chapter 4](#) and transition plan requirements.

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### **9.4.3 Transition-Out Of The Contractor's Provider Network, TSCs, And MTF Agreements**

**9.4.3.1** Upon notice of award to another contractor, the outgoing contractor shall provide full cooperation and support to the incoming contractor, to allow an orderly transition, without interruption, of all functions relating to the MTF interface and the establishment of a provider network by the incoming contractor. This shall include, but is not limited to, data relating to on-site service centers, equipment, telephones and all other functions having an impact on the MTFs.

**9.4.3.2** Within 15 calendar days of the Transitions Specifications Meeting the outgoing contractor shall draft and submit a revised plan for transition of the MTF interfaces. Resolution of differences identified through the coordination process must be accomplished in collaboration with TOPO.

**9.4.3.3** The outgoing contractor shall ensure a HCF function continues through the last date of health care delivery under the current contract, unless otherwise negotiated with the incoming contractor during the Transition Specifications Meeting. The outgoing contractor shall also vacate the TSCs on the 40th calendar day prior to the start of the health care delivery and establish a centralized HCF function.

**9.4.3.4** The outgoing contractor shall continue to issue prior authorizations for care for which it is financially responsible. However, authorization-related information shall be shared between the incoming and the outgoing contractors to preclude requiring a provider or beneficiary to duplicate the paperwork and other effort related to establishing prior authorizations. The outgoing contractor may issue prior authorizations as late as midnight on the day prior to the end of its health care delivery for inpatient stays that will continue as transitional cases. The two contractors shall interface on the clinical issues of a case where both contractors will, or can reasonably expect to have periods of liability for the same EOC.

**9.4.3.5** The outgoing contractor shall maintain toll-free lines and web-based customer service capabilities, accessible to the public during the first 90 calendar days of dual operations in order to properly respond to inquiries related to claims processed for services incurred during the period of their respective liability. Beneficiary inquiry lines will continue to be staffed as defined in the contract.

### **9.5 Transition-Out of Enrollment Activities**

**9.5.1** Prior to the SHCD under the successor contract, for all enrollment renewals or payments in which the new enrollment period or period covered by the premium payment will begin under the new contract, the outgoing contractor shall amend renewal notices and billing statements (or include a stuffer/insert) to advise the enrollee to direct any enrollment-related correspondence and enrollment fee payments to the successor contractor.

**9.5.2** Any enrollment-related correspondence and/or enrollment fee payments subsequently received by the outgoing contractor shall be forwarded to the incoming contractor within three working days of receipt.

**9.5.3** The outgoing contractor shall terminate marketing and enrollment activity 40 calendar days prior to the start of the incoming contractor's health care delivery. Any enrollment requests or applications received after the 40th calendar day shall be transferred to the incoming contractor by overnight delivery at the outgoing contractor's expense.

**9.5.4** Throughout the enrollment dual processing period, the outgoing and incoming contractors shall coordinate enrollment files no less than weekly to ensure that new enrollments and enrollment renewals are accurately and timely reflected in the incoming contractor's enrollment files and in DEERS.

## **9.6 Cost Accounting**

If the outgoing contractor succeeds itself, costs related to each contract shall be kept separate for purposes of contract accountability, according to the above guidelines.

## **9.7 Records Disposition**

The contractor shall include a records disposition plan as part of the transition-out plan submitted to DHA at the Transition Specifications Meeting.

## **9.8 Provide Information**

The contractor shall, upon receipt of a written request from DHA, provide to potential offerors such items and data as required by DHA. This shall include non-proprietary information, such as record formats and specifications, field descriptions and data elements, claims and correspondence volumes, etc.

## **9.9 Recoupment**

### **9.9.1 Installment Cases**

The outgoing contractor shall transfer all installment cases to DHA, Office of General Counsel (OGC), Claims Collection Section (CCS). A list of all installment cases to be transferred, shall be provided by fax or encrypted email to CCS before the cases are transferred.

### **9.9.2 Cases Less Than 12 Months**

The outgoing contractor shall transfer cases greater or equal to \$110 (\$30 for pharmacy) and that are less than 12 months old to the incoming contractor, who shall assume management of the cases. Cases received by the incoming contractor shall be managed until the debt is collected in full, or combined with any other under \$600 active recoupment case against the same debtor to equal \$600 or more and transferred to DHA, OGC, CCS. Cases that do not meet the criteria, shall be written off by the contractor.

## **9.10 Transition Out of TED Activities**

Transition-out activities related to TED shall be accomplished no later than 14 months after the start of health care delivery for the incoming contractor. At 180 days after the end of healthcare delivery the contractor shall not issue or reissue any checks/payments unless authorized by DHA, CRM. The contractor is required to keep all bank accounts associated with claims payments open until all outstanding checks/payments have either cleared or stale date. If a payment stale dates, the contractor is required to cancel the associated TED data with DHA and notify the incoming contractor. The contractor may cease TED data submissions when all TED reported checks/payments issued under this contract have cleared or stale date. The contractor may request (at no-cost to the government) an

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extension for TEDs processing after the 14 month period ends if more time is needed to complete stale date check processing.

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