

**MEMORANDUM OF AGREEMENT
BETWEEN
DEFENSE HEALTH AGENCY
AND THE
DEPARTMENT OF COMMERCE
NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION
COMMISSIONED OFFICER CORPS
FOR
TRICARE PARTICIPATION
DHA-2017-S-020**

This is an agreement between the Defense Health Agency (DHA) and the Commissioned Officer Corps of the National Oceanic and Atmospheric Administration (NOAA). When referred to collectively, the DHA and NOAA, are referred to as the "Parties."

1. PURPOSE: This agreement sets forth the mutually agreed upon rules and procedures governing NOAA's Commissioned Corps eligibility and participation in TRICARE, the Department of Defense (DoD) medical program for the Military Health System (MHS). This document affirms the strong commitment of each Department to ensure that all TRICARE-eligible beneficiaries have access to high quality, cost-effective health care. This document will also describe the resulting reimbursement mechanisms.

2. AUTHORITY

- 2.1. Title 10 U.S.C. § 1073(a) gives the Secretary of Health and Human Services (HHS) the responsibility for administering the health program for the Commissioned Corps of the NOAA.
- 2.2. Title 10 U.S.C. §§ 1074(a) and (b), 1076(a) and (b), 1079(a) and 1086(c) provide authority by which to participate in TRICARE.
- 2.3. Title 10 U.S.C. § 1085 provides that when the medical activities of one Executive Department provide medical care to members or former members and beneficiaries of another Executive Department, the Executive Department whose members receive the care shall reimburse the other for the care provided at rates established by the President to reflect the average cost of providing the care. These rates are known as the interagency reimbursement rates and are updated annually by DHA and published by the DoD Chief Financial Officer.

3. ELIGIBILITY FOR TRICARE PARTICIPATION

- 3.1. Active Duty Members: In accordance with 10 U.S.C. § 1074(a)(2)(A), all officers of NOAA serving on Active Duty are entitled to medical care in any facility of the uniformed service, i.e., a Military Treatment Facility (MTF).
- 3.2. Family members of Active Duty Corps members: In accordance with 10 U.S.C. §§ 1076(a) and 1079(a), family members of Active Duty NOAA Corps officers are eligible for all the benefits and services of the MHS and have the same access to TRICARE

- services as family members of DoD Active Duty members.
- 3.3. Retired members, their family members and survivors: In accordance with 10 U.S.C. § 1074(b), 10 U.S.C. § 1076(b), and 10 U.S.C. § 1086(c), NOAA retirees, their family members, and survivors are eligible for all the benefits and services of the MHS and have the same access to TRICARE services as DoD retirees, their dependents, and survivors.

4. RESPONSIBILITIES OF THE PARTIES

4.1 NOAA shall:

- 4.1.2. Provide a central point of contact (POC) from NOAA's Office of Marine and Aviation Operations (OMAO) for the operational TRICARE interface. U.S. Public Health Service (PHS) officers detailed/assigned to OMAO Health Services are delegated the responsibility for coordinating the participation of NOAA Corps beneficiaries directly with the TRICARE Program. PHS officers detailed to OMAO Health Sciences are responsible for NOAA participation in all DoD TRICARE Regions, including Alaska, the Pacific, Asia, and Europe.
- 4.1.3. Be consulted in all future discussions regarding the impact of policy changes or modification to the TRICARE Program.
- 4.1.4. Ensure for direct care rendered in a DoD MTF, NOAA will reimburse the DoD at the interagency reimbursement rates published by the DoD Chief Financial Officer for care provided in a DoD MTF or at an authorized medical facility to all NOAA officers serving on Active Duty, NOAA retirees, and other beneficiaries.
- 4.1.5. Ensure for Purchased Care: *(None of this section applies for care payable under the Medicare Eligible Retiree Health Care Fund (MERHCF) which is billed by DHA directly to that fund.)* NOAA will reimburse the DHA for health care, pharmacy, and other services rendered for NOAA members and beneficiaries as well as any associated contractor related administrative costs.

4.2. DHA shall:

- 4.2.1. Assist NOAA with marketing TRICARE to all eligible beneficiaries. The Office of Communications and Customer Service will be the POC for this requirement.
- 4.2.2. Provide a single POC for oversight and support of this Memorandum of Agreement (MOA).
- 4.2.3. Direct Care Billing Procedures: For care rendered in a DoD MTF, detailed data, including diagnosis related groups or outpatient visits, by facility and by beneficiary group (i.e., Active Duty, Active Duty dependent, retiree) to support the bills, will be mailed or transmitted by the Army, Air Force, and National Capital Region, Medical Directorate (NCR MD) will be forwarded to NOAA on a monthly basis by individual MTFs. Addendum A lists the medical reimbursement addresses and POCs. Navy MTF bills will be forwarded to NOAA on a quarterly basis by individual MTFs. NOAA will directly reimburse the Army, Navy, Air Force, and NCR MD MTFs submitting the claims. DoD and NOAA recognize the need for timely billings, and DoD will make reasonable efforts to ensure that

billings are submitted within 90 days after care is provided. NOAA will reimburse DoD for bills within 45 days of receipt of a bill for collection.

- 4.2.4. Purchased Care. *(None of this section applies for care payable under the MERHCF which is billed by DHA directly to that fund.)* DHA will provide monthly billed amounts by the 15th of each month for the prior month's charges via the Web at: <https://tma-contractors.csd.disa.mil>. After posting the billings, DHA will process collections from NOAA through the Treasury Intragovernmental Payment and Collection (IPAC) system (as a single IPAC per agency). The services and administrative costs include the following:

- 4.2.4.1. All health care services provided to NOAA members, family members, retired members, or other eligible beneficiaries whose care is paid by a DHA managed care support contractor (MCSC) or the TRICARE Overseas Program contractor. Also included are any non-MERHCF eligible claims that are paid by the TRICARE Dual Eligible Fiscal Intermediary Contract.
- 4.2.4.2. Health care services provided to NOAA members and beneficiaries who are enrolled to an MTF and for which the providers are paid by a DHA MCSC rather than the MTF or military service.
- 4.2.4.3. Mail order and retail pharmacy services provided to NOAA members or beneficiaries for which the pharmacies or beneficiaries are paid by the pharmacy contractor.
- 4.2.4.4. Per claim administrative amounts paid to applicable health care contractors.
- 4.2.4.5. Administrative charges not directly tied to the payment of a health care/pharmacy claim (e.g., per member per month amounts, monthly administrative amounts, service center amounts, change order amounts, incentive type amounts, underwriting fees).
- 4.2.4.6. TRICARE Family Member Dental Program and Active Duty Dental Program participation by NOAA members and beneficiaries.
- 4.2.4.7. Uniformed Services Family Health Plan (a.k.a., "Designated Providers") for all NOAA members and beneficiaries participating in this program.
- 4.2.4.8. For any additional or new health care programs which are created and operated separately by DHA from the above listed items in which NOAA members and beneficiaries participate.
- 4.2.4.9. Pharmaceutical rebate collections will be credited to the bills for NOAA on a percentage basis of NOAA beneficiaries compared to total TRICARE beneficiaries.
- 4.2.4.10. Health care, pharmacy, and other collections made by TRICARE will be credited to the bills for NOAA to the corresponding line item where the expenses were first incurred (health care, pharmacy, etc.).
- 4.2.4.11. TRICARE Prime enrollment fees under the T-2017 contracts are retained by the government. Fees for NOAA members will be credited back to NOAA on a pro-rated basis, based on number of members as a percentage of total beneficiaries.

5. THIRD PARTY PAYER Under 10 U.S.C. § 1095, a third party payer has an obligation to pay a facility of the uniformed services the reasonable cost of health care services provided to

covered beneficiaries. The obligation to pay is to the extent that the beneficiary would be eligible to receive reimbursement from the third party payer. A DoD MTF that provides care will bill the third party payer and be responsible for any utilization reviews required by the third party payer. If the amount collected from the third party payer is less than charges computed based on the interagency reimbursement rates, DOC/NOAA will be responsible for reimbursing DoD for the difference. If the amount collected from the third party payer is greater than or equal to the interagency reimbursement rates-based charge, NOAA has no further obligation. At no time will NOAA be billed for care when the total amount collected from the third party is equal to or greater than the amount that would be charged at the interagency reimbursement rate.

6. OBLIGATION OF FUNDS This MOA documents NOAA's obligation of up to \$2.5M in one-year funds to reimburse DHA for services provided to retired corps members under this agreement. Additionally, this MOA documents NOAA's obligation of up to \$2.5M in two-year funds to reimburse DoD/DHA for services provided to Active Duty corps members under this agreement. NOAA will track services provided and funds obligated and, if necessary, may obligate additional funding to cover services rendered to NOAA Corps members as described in this agreement via amendment. Each amendment of the agreement that obligates NOAA's funds will include an update to Accounting Information and list a period for which the funds obligated are available to cover rendered services.

7. PERSONNEL

Each Party is responsible for all costs of its personnel, including pay and benefits, support, and travel. Each Party is responsible for supervision and management of its personnel.

8. ACCOUNTING INFORMATION

The accounting information below will be provided annually and with amendments to this MOA. For the current obligations documented in this agreement, the following accounting information applies.

| | NOAA (Active) | NOAA (Retired) | DHA |
|---|---------------|----------------|------------------------------|
| Agency Location Code (ALC) | 13-14-0001 | 13-14-0001 | 00-00-8522 |
| Treasury Agency Code | 14 | 14 | 97 |
| Treasury Account Symbol (TAS) | 13 18/19 1450 | 13 18 1450 | 97 (FY) 0130 |
| Funding Expiration Date (Requesting agency) | 09/30/2019 | 09/30/2018 | SEP 30 th each FY |
| Business Event Type Code (BETC) | DISB | DISB | DISB or COLL |

| | | | |
|---|------------------------|------------------------|----------------|
| Business Partner Network Number(BPN) | 156140209 | 156140209 | DODHT0003 |
| Accounting Classification Code Structure (ACCS) | 08-08-0008-00-00-00-00 | 08-08-0008-00-00-00-00 | Not applicable |

9. GENERAL PROVISIONS

9.1. POINTS OF CONTACT: The following POCs shall be used by the Parties to communicate in the implementation of this MOA. Each Party may change its POC upon reasonable notice to the other Party.

9.1.1. For NOAA—

9.1.1.1 CDR Christian Rathke, Director, Office of Health Services, (301) 713-7734, christian.b.rathke@noaa.gov

9.1.1.2. LCDR Sharon Downey, Chief of Medical Affairs, (301) 713-7718, sharon.downey@noaa.gov

9.1.2. For the DHA—

9.1.2.1. Mr. Graham Innins, Chief, CRM, (303) 676-3430, Graham.D.Innins.civ@mail.mil

9.1.2.2. Mr. Robert Bolluyt, DHA Support Agreements Manager, (703) 681-1116, Robert.J.Bolluyt.civ@mail.mil

9.2. REVIEW OF AGREEMENT: This MOA shall be reviewed annually on or around the anniversary of its effective date for financial impacts and triennially in its entirety.

9.3. MODIFICATION OF AGREEMENT: This MOA may only be modified by the written agreement of the Parties, duly signed by their authorized representatives.

9.4. DISPUTES: Any disputes relating to this MOA shall, subject to any applicable law, Executive Order, Directive, or Instruction, be resolved by consultation between the Parties. If necessary, a joint working group may be established to address:

9.4.1. Changes in TRICARE policy and the impact of any changes on beneficiaries.

9.4.2. Disputes between DHA and NOAA regarding the implementation of this MOA.

9.4.3. The working group may meet regularly, with advance notice of meetings and agenda items to be given to all parties so that each agency can have the appropriate personnel present. PHS officers detailed to the NOAA OMAO may represent NOAA on the administration of health care policy and services on this working group.

9.4.4. If a dispute related to funding remains unresolved for more than 30 calendar days after the parties have engaged in an escalation of the dispute, disputes will be resolved in accordance with instructions provided in the Treasury Financial Manual Volume I, Part 2, Chapter 4700, Appendix 10, available at: <http://www.fms.treas.gov/tfm/index.html>.

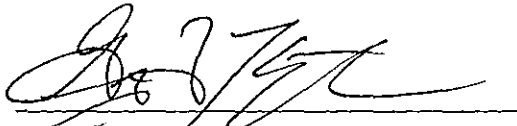
9.5. TERMINATION OF AGREEMENT: This MOA may be terminated by either Party by giving at least 180 days written notice to the other Party. The MOA may also be terminated at any time upon the mutual written consent of the Parties.

9.6. TRANSFERABILITY: This Agreement is not transferable except with the written consent

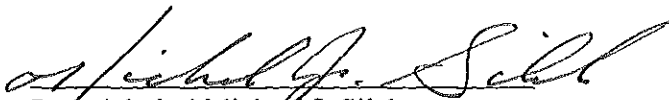
of the Parties.

- 9.7. ENTIRE AGREEMENT: It is expressly understood and agreed that this MOA embodies the entire agreement between the Parties regarding the MOA's subject matter.
- 9.8. EFFECTIVE DATE: This MOA takes effect beginning on the day after the last Party signs.
- 9.9. EXPIRATION DATE: This Agreement expires on September 30, 2027.
- 9.10. This MOA cancels the previously signed agreement between the TRICARE Management Activity and NOAA with the subject "TRICARE Participation," Agreement # TMA-2012-S-0029 and effective date of September 17, 2012.

AGREED:


Guy T. Kiyokawa, SES
Deputy Director

Date: 2 JAN 18


Rear Admiral Michael J. Silah

Director, Office of Marine and Aviation Operations and NOAA Commissioned Corp

Date: 02 JAN 18

ADDENDUM A

Medical Reimbursement Addresses and Points of Contact

The address for submission of NOAA bills for reimbursement, outstanding bills and questions regarding policy changes is:

Director, Office of Health Services
Office of Marine and Aviation Operations
8403 Colesville Road
Silver Spring, MD
Telephone: (301) 713-7734

Questions regarding Army billings may be addressed to:

Deputy Chief of Staff for Resource Management
U.S. Army Medical Command (MCRM-F)
(210) 295-2862

Questions regarding Navy billings may be addressed to:

Director, Accounting Division (M84) M. Becker
Bureau of Medicine and Surgery
(202) 762-3560

Questions regarding Air Force billings may be addressed to:

Chief, Financial Management, Office of the Surgeon General (Code AFSG 8)
(703) 588-1224

Questions regarding NCR MD billings may be addressed to:

Chief for Resources
(301) 295-5521

Questions regarding Private Sector Care accounting and billing may be addressed to:

Defense Health Agency-Contract Resource Management
16401 E. Centretech Pkwy
Aurora, CO 80011
(303) 676-3430, or (303) 676-3509
Graham.D.Ininns.civ@mail.mil