This template is not subject to local revision or interpretation outside of italicized areas. However, if there needs to be a deviation from the template, the field should pursue that through HQ Risk Management.

****Header should be removed and notice printed on appropriate letterhead prior to notification.****

Template current as of 20MAR2026

TEMPLATE

[Name of Recipient of Medical Quality Assurance Program/Protected Health Information]
[Address]

[Military Treatment Facility]
Healthcare Risk Management Office
[Address]

To: [*POINT OF CONTACT, MTF*]

Subject: Adverse Action: Non-Disclosure and Safeguard Agreement Regarding Medical Quality Assurance Program and Protected Health Information Documents

Ref:

(a) Defense Health Agency Procedures Manual (DHA-PM) 6025.13
(b) United States Code, Title 10, Section 1102
(c) United States Code, Title 5, Section 552a
(d) DoD Instruction 5400.11
(e) DoD Instruction 6025.18
(f) DoD Manual 6025.18

___ (initial) 1. I understand that once I complete this document, I must return it to the office of responsibility [*insert MTF office name e.g., MTF Healthcare Risk Management Office*]. I will then receive the following documents: [*(cite as released) that are part of a Clinical Quality Management (CQM) Quality Assurance Investigation (QAI), etc.*]:

a. [MTF Risk Manager to list out the documents prior to delivery to provider]

____ (initial) 2. I understand that these documents are being afforded to me consistent with the above references. [*If applicable: Although I am no longer an employee of the MHS, this [CQM QAI] was initiated while I was (an MHS employee, and I elected to continue the due process proceedings before I left affiliation with the MHS.]* As such, I understand that you will be providing me with access to these documents for the sole purpose of being able to present information on my behalf.

____ (initial) 3. I understand that if my counsel or other identified representative asks me to share this information with him/her, I take full responsibility to ensure the documentation is safeguarded, maintained, and handled in accordance with the above references.

___ (initial) 4. I understand that I may not disclose the contents of any Medical Quality Assurance Record (MQAR), testimony, or protected health information in any manner or for any purpose, except as provided in the above references.

___ (initial) 5. I understand and agree that I have a continuous duty to safeguard and maintain MQAP documents I receive. Further, I understand and agree that I will properly destroy all MQAP documents I receive when appropriate, and in accordance with the above references. I understand that proper destruction requires burning or shredding of the documents.

___ (initial) 6. I understand that there are potential penalties if I inappropriately release this information. References (a), (b), and (c) provide that "Any person who willfully discloses a medical quality assurance record other than as provided in this section, knowing that such record is a medical quality assurance record, shall be fined not more than $3,000 in the case of a first offense and not more than $20,000 in the case of a subsequent offense."

[Signature of Recipient of Medical Quality Assurance Program/Protected Health Information]

[Date]