

DEPARTMENT OF FINANCIAL SERVICES
PHARMACY BENEFITS MANAGEMENT SERVICES
STATEMENT OF WORK
ATTACHMENT 2

1. STATEMENT OF WORK (SOW).

The Contractor shall provide Pharmacy Benefit Management Services to the Florida Department of Financial Services' Division of Risk Management.

2. DEFINITIONS.

In this Contract, the following terms are defined as set forth below:

- a. Abuse – Practices that either directly or indirectly result in unnecessary cost.
- b. Adjudication – The process of reviewing invoices to verify claimant eligibility and determine provider reimbursement that results in an explanation of benefits.
- c. Administrative Fee – The fee the PBM charges the Division for administrative services such as claims processing and billing.
- d. Average Wholesale Price (AWP) – A prescription drug term referring to the average price for medications offered at the wholesale level as published in the Medi-Span Master Drug Database.
- e. Business Days – Monday through Friday, inclusive, except for the days State holidays are observed in accordance with section 110.117, F.S., and emergencies as designated by the Department's Contract Manager.
- f. Business Hours – 8:00 a.m. until 5:00 p.m., Eastern Time, on all Business Days.
- g. Calendar Days – All days, including weekends and holidays. With respect to due dates for Deliverables, if the last day counted falls on a weekend or holiday, the due date will be the next Business Day thereafter.
- h. Centralized Performance System (CPS) – The Department of Financial Services, Division of Workers' Compensation interactive Internet-based system that allows insurers to access and respond to their reporting and filing performance information in real-time.
- i. Clinical Fee – The fee the PBM charges the Division for clinical services.

- j. Complaint – Dissatisfaction or a grievance submitted verbally or in writing.
- k. Compound Medication – A drug specifically prepared for an individual patient at the order of a prescriber because the formulation of the drug, as ordered by the prescriber, is not commercially available through existing distribution channels.
- l. Contract – The agreement that results from Invitation to Negotiate #1920-02 ITN RM between the Department and the selected PBM.
- m. Contractor – The entity, or PBM, selected to provide PBM Services pursuant to the Contract.
- n. Covered Drugs – A drug that has been assigned a valid National Drug Code (NDC) number and that is eligible for payment under the Division’s pharmacy benefit program.
- o. Department – The Florida Department of Financial Services, an agency of the State of Florida.
- p. Dispense as Written (DAW) Code 1 – A product selection code submitted by a pharmacy provider indicating substitution is not allowed by the prescriber.
- q. Dispense as Written (DAW) Code 2 – A product selection code submitted by a pharmacy provider indicating substitution is not allowed by the patient.
- r. Dispensing Fees – The fee the PBM charges the Division for the professional services provided by the pharmacist when dispensing a prescription.
- s. Drug Utilization Review (DUR) – A process that evaluates particular drugs for use by a specific claimant, using specific edits programmed into their system to ensure appropriate medication therapy use.
- t. Division of Risk Management (Division) – A division of the Department of Financial Services.
- u. Division of Workers’ Compensation (DWC) – A division of the Department of Financial Services.
- v. EDI – Electronic Data Interchange.
- w. EOBR – Explanation of Bill Review.
- x. Exception – A record from a data file that is not transmitted into the Division’s information system due to various errors such as it includes the wrong amount, it includes the wrong payee, it is missing documentation, or other reason.
- y. Exclusion – Pharmacy transactions not included in the annual discount guarantee true-up process.

- z. FDA – Food and Drug Administration.
- aa. First-Fill Medications – Prescribed medications obtained by a patient with no out-of-pocket expense prior to the formal processing of a claim.
- bb. Formulary – A list of FDA approved prescription drugs, both Generic and brand-name, approved by the Division.
- cc. Fraud – Wrongful or criminal deception intended to result in financial or personal gain.
- dd. Generic – A pharmaceutical drug that contains the same chemical substance as a drug that was originally protected by a chemical patent that is now produced and distributed without patent protection.
- ee. HIPAA – Health Insurance Portability and Accountability Act.
- ff. IMS – The Division’s Insurance Management System used for the management of claims data.
- gg. Maintenance Drugs – Medications used to treat chronic conditions for an extended period.
- hh. Maximum Allowable Cost (MAC) –The upper limit or maximum amount for determining the reimbursement for equivalent drugs available from multiple manufacturers.
- ii. MAC List – A list, established by a health plan and distributed to pharmacies, of prescription medications for which reimbursement will be provided at the Generic price only, regardless of what medication is dispensed.
- jj. MCM – Medical Case Management.
- kk. Medi-Span – A drug database published by Wolters-Kluwer Health, a division of Wolters- Kluwer, N.V., a global Netherlands company.
- ll. MEIG – Medical EDI Implementation Guide.
- mm. Multi-Lingual – The capability to provide customer service and support in English, Spanish, and any language spoken by five percent (5%) or more of the population.
- nn. Multi-Source – A term that describes a drug for which there are both branded and Generic versions.
- oo. National Average Drug Acquisition Cost (NADAC) – A national benchmark that is based on the prices paid by retail community pharmacies to acquire covered prescription and OTC drugs for outpatients.

- pp. National Council for Prescription Drug Programs (NCPDP) – A standards development organization for data interchange.
- qq. Over-the-Counter (OTC) – A term that describes drugs that do not require a prescription.
- rr. Pass-Through-Pricing – A pricing policy for which prices that reflect discounts, rebates, other revenue, and the actual costs charged by the pharmaceutical company, are charged by the PBM to the Division.
- ss. Pharmacy Benefit Manager (PBM) – The third party, or the Contractor, selected to administer the subject pharmaceutical benefit plan for compensation by providing PBM Services.
- tt. Pharmacy Benefit Management Services (PBM Services) – Services for the administration of the pharmaceutical benefit plan that are to be provided by the PBM and described in Part B – PBM Services Requirements of Table 1 of this Statement of Work (SOW).
- uu. Pharmacy Claims Edit – A parameter used to determine if a drug is to be dispensed or processed for reimbursement.
- vv. Practitioner – Any health care practitioner licensed to prescribe or dispense medications according to the provisions of Chapter 456 of the Florida Statutes.
- ww. Prescription Benefit Identification Number (RXBIN) – A number that identifies the PBM that is to receive the claim for a particular prescription.
- xx. Prescription Payment Invoice – An invoice submitted to the Division by the PBM that identifies the total cost of claims as paid to the pharmacy provider.
- yy. Prior Authorizations – Approvals provided to the Contractor by the Division or the Division’s MCM provider prior to the dispensing of a drug that would otherwise be denied.
- zz. Rebates – Refunds received by a PBM from pharmaceutical manufacturers of amounts paid by the PBM for drugs.
- aaa. Reconsideration – A claim that was previously sent for processing, but the health care provider is requesting a review of the previous amount reimbursed.
- bbb. Resubmission – The subsequent submission of a medical bill by a provider after an initial rejection or the submission of a corrected billing/data import file.
- ccc. Retail Pharmacy – A community pharmacy that has a state license to dispense medication to the general public.

- ddd. Single-Source Brand Patented Drug – A drug that is patented, sold under a brand name, and available from only one manufacturer. No Generic version of the drug is available.
- eee. Specialty Drug – A drug that is dispensed by U.S. mail or other carriers, not by retail distribution, at least fifty-one percent (51%) of the time, that does not appear on the Centers for Medicare and Medicaid Services (CMS) NADAC list, and that meets at least two (2) of the following criteria:
 - i. the price of the drug is more than \$500.00 for a thirty (30) day supply;
 - ii. the drug is only approved for a limited patient population;
 - iii. the drug is injected, infused or otherwise requires close monitoring by a physician or other clinically trained individual; or
 - iv. the drug has limited availability; special dispensing and delivery requirements; and/or requires additional patient support.
- fff. Specialty Pharmacy – A pharmacy that dispenses Specialty Drugs only and does not offer retail prescription drugs.
- ggg. SSAE 18 (SOC 1) Type II Audit – The Statement on Standards for Attestation Engagements audit standard that focuses on the internal controls covering financial reporting.
- hhh. SSAE 18 (SOC 2) Type II Audit – The Statement on Standards for Attestation Engagements audit standard that focuses on the internal controls related to security, data availability, confidentiality, privacy, and processing integrity.
- iii. Step Therapy – A program requirement to begin drug therapy with the most cost-effective and safest drug therapy and progressing to other costlier or riskier therapies only if necessary.
- jjj. Subcontractor – A third party that has contracted with the Contractor to perform any of the PBM Services specified in this Contract.
- kkk. TCM – Telephonic Case Management.
- lll. Temporary Prescription Drug Card – A temporary prescription drug card which contains necessary information for the pharmacy to process a prescription through the Contractor.
- mmm. URAC – Utilization Review Accreditation Commission.
- nnn. Usual and Customary Price (U&C) – The price for a prescription that the claimant would be charged if they did not have insurance.

3. DURATION.

3.1 Term.

The term of the Contract is four (4) years. The Department shall have the right to terminate or suspend the Contract before the expiration of the term by providing the Contractor with nine (9) months written notice.

3.2 **Renewals.**

The Contract may be renewed, by mutual agreement, in accordance with section 287.057(13), F.S. only, for a period not to exceed four years (4) years from the end of the original Contract term. Renewal pricing, to which the Contractor shall be bound, will be paid in accordance with Attachment 3, Price Response; however, the Department may negotiate for lower pricing from the Contractor. Renewals are contingent upon satisfactory performance evaluations by the Department, and subject to the availability of funds. The Department shall have the right to terminate or suspend the Contract before the expiration of the renewal term by providing the Contractor with nine (9) months written notice.

4. **SCOPE OF SERVICE.**

4.1 **Objective.**

The Contractor will provide PBM Services. The Contractor is responsible to the Department for the work of any subcontractor. All Deliverables and all tasks required by this Contract, including those performed directly or indirectly by the Contractor, are the responsibility of the Contractor.

4.2 **Administrative Set-Up and PBM Services Requirements.**

The Contractor shall fulfill the requirements set forth in Table 1, Parts A and B, for Administrative Set-Up and the delivery of PBM Services as follows:

TABLE 1 PART A - ADMINISTRATIVE SET-UP REQUIREMENTS	
1.	<u>Administrative Set-Up:</u> The Contractor shall begin performing the requirements for Administrative Set-Up, described in Part A of this Table, on the later of December 20, 2021, or the date the Contract is signed. The Contractor shall, within ninety (90) Calendar Days of the effective date of the Contract, complete the Administrative Set-Up requirements described in this Table.
	a. Implementation Plan The Contractor shall develop and submit to the Division an Implementation Plan to support the services required in this Contract.
	b. Implementation Schedule The Contractor shall develop and provide to the Department a written Implementation Schedule. At a minimum, the implementation schedule will include: i. required work broken into tasks; ii. firm task durations; iii. task start and finish dates; iv. dependencies; and v. assigned resources.

	<p>c. Policies and Procedures The Contractor shall submit written policies and procedures for all Part B PBM Services Requirements, numbers two (2) through thirty-two (32), by a mutually agreed upon date, prior to commencing the delivery of PBM Services.</p>
	<p>d. Division Approval Required The Contractor shall, during Part A, Administrative Set-Up, submit to the Division all written documents that require approval by the Division, as provided by this SOW, prior to commencing the delivery of PBM Services.</p>
	<p>e. Training The Contractor shall provide training to Division and MCM provider staff, by a mutually agreed upon date, prior to commencing the delivery of PBM Services.</p>
	<p>f. Weekly Status Report The Contractor shall provide weekly status reports until Part A, Administrative Set-Up Requirements, are completed.</p>
PART B – PBM SERVICES REQUIREMENTS	
<p><u>PBM Services:</u> The Contractor shall begin performing the requirements described in Part B of this Table for the delivery of PBM Services, upon completion of all Administrative Set-Up Requirements described in Part A of this Table.</p>	
2.	<p><u>Electronic Pharmacy Claims Processing and Reporting System:</u> The Contractor shall provide to the Division a pharmacy information management system that gives authorized Division staff unlimited remote access that is secure and password protected. This system shall provide data integrity, data confidentiality, disaster recovery, and security.</p> <p>a. The Contractor shall provide a Claims Processing and Reporting System that meets the following requirements:</p> <ul style="list-style-type: none"> i. confidential communication of claims data, product cost, claimant prescription history, and claimant demographics; ii. documentation of eligibility verifications, process alerts, point of sale dispensing controls, intercepts, transactions, EOBRs, and MCM provider approvals and denials; iii. daily download of prescription transactions information; iv. operational availability twenty-four (24) hours per day, seven (7) days per week; v. ability to process and adjudicate eleven (11) digit NDC numbers; and vi. real-time dashboard reporting access to the Division.

	<p>b. The Contractor shall provide system update training to Division and MCM staff, to include but not be limited to, the following:</p> <ul style="list-style-type: none"> i. procedures for requesting technical assistance; ii. instructions for generating reports from the system; and iii. instructions for using the system to monitor work processes.
	<p>c. The Contractor shall notify the Division of all system security incidents or potential security threats, including, but not limited to, the following:</p> <ul style="list-style-type: none"> i. an unauthorized individual is known to have accessed, acquired, modified, or deleted State information, including any misconfiguration or error that exposes State information to the internet or other unauthorized external access; or ii. unauthorized software such as malware, ransomware, or a virus is installed or reasonably could have been installed in or connected to the environment from which the service was provided; or iii. any media or device containing state information is lost or stolen; or iv. any unauthorized disclosure of State data.
	<p>d. The Contractor shall submit a monthly System Availability Report that identifies all planned and unplanned service outages. The report will include the average time between unplanned failures, average time to recover from unplanned failures, and any impact to the Division’s end users.</p>
	<p>e. The Contractor shall submit a quarterly Training Report to the Division that summarizes any technical training provided by the Contractor during the prior quarter related to this Contract.</p>
	<p>f. The Contractor shall submit a quarterly Security Report to the Division that identifies any system or security updates for the prior quarter related to this Contract.</p>
3.	<p><u>Customer Service and Support:</u> The Contractor shall provide customer service and support to Division staff, MCM provider, pharmacies, and claimants.</p>
	<p>a. The Contractor shall maintain a secure, toll-free telephone system, twenty-four (24) hours per day, seven (7) days per week, that includes the following:</p> <ul style="list-style-type: none"> i. the ability to communicate with the hearing impaired; ii. sufficient number of phone lines and staff to ensure that ninety percent (90%) of calls are responded to within thirty (30) seconds; iii. menu options available for pharmacy providers and Division staff;

	<ul style="list-style-type: none"> iv. menu options available specifically for claimant issues; v. menu options available for reporting a complaint; and hold times are no greater than three (3) minutes before speaking to a live representative.
	<ul style="list-style-type: none"> b. The Contractor shall submit a monthly Call Center Report to the Division that measures the response times of all calls to the Contractor’s call center. This report shall include the number of calls abandoned by callers before being answered by a live representative during the previous month.
	<ul style="list-style-type: none"> c. The Contractor shall provide Multi-Lingual services to include licensed pharmacists, pharmacy technicians, and additional staff that can assist with enrollment, eligibility, customer service, and the authorization process.
	<ul style="list-style-type: none"> d. The Contractor shall provide customer service and support to the Division and its stakeholders by: <ul style="list-style-type: none"> i. having staff to educate claimants regarding proper usage of medications, side-effects, as well as answer any related questions, health care information shall be provided to claimants in a language that is understandable by a layperson and helps the claimants understand health care decisions; ii. providing a secure Internet website for network providers. The website shall be available twenty-four (24) hours per day, seven (7) days per week; and iii. making available pharmacists and Practitioners to provide claimant counseling.
	<ul style="list-style-type: none"> e. The Contractor shall submit a monthly Customer Service Report to the Division that provides a breakdown of the types of assistance provided to pharmacies, Division adjusters, and MCM provider, for the prior month. The report shall also include, at a minimum, the following metrics: <ul style="list-style-type: none"> i. average resolution time; ii. first-call resolution rate; and iii. customer satisfaction with resolution.
	<ul style="list-style-type: none"> f. The Contractor shall provide EOBRs or remittance information as proof of payment within two (2) Business Days of the request.
4.	<p><u>In-Network and Out-of-Network Providers:</u> The Contractor shall establish and maintain a proprietary statewide pharmacy network that encompasses all sixty-seven (67) Florida counties to serve the population of State employees. The Contractor shall be able to adjudicate pharmacy claims submitted by a pharmacy provider.</p>

	<p>a. The Contractor shall provide pharmacy claim Adjudication on all claims submitted when the claimant elects to use a pharmacy not in the network in accordance with section 440.13(12)(c), F.S.</p>
	<p>b. The Contractor shall process all pharmacy bills, submitted on-line or off-line, to include the following:</p> <ul style="list-style-type: none"> i. electronic and paper bills from pharmacies; ii. bills related to physician dispensing; iii. bills for Compound Medications; and iv. bills for medical foods.
	<p>c. The Contractor shall provide an initial list of independent and chain store retail pharmacies, institution-based pharmacies, specialty pharmacies, and mail-order pharmacy services, prior to commencing the delivery of PBM Services.</p>
	<p>d. The Contractor shall provide an open enrollment process for pharmacies to enter the network and a process for removing network pharmacies that fail to meet URAC PBM standards.</p>
	<p>e. The Contractor shall submit a monthly Network Changes Report to the Division that identifies any changes to the network, additions and removals to the network, and any disciplinary concerns, for the prior month.</p>
	<p>f. The Contractor shall submit a Network Penetration Report to the Division showing network penetration upon execution of the Contract and semi-annually thereafter. Network penetration is defined as the total volume of network transactions, expressed as a fraction, of total pharmacy transactions for a given period.</p>
5.	<p><u>Formulary:</u> The Contractor shall establish a custom Formulary that is approved by the Division and promotes clinically appropriate, safe, and cost-effective drug therapy. The Formulary shall only include drugs which can be classified as a Medicine in accordance with section 440.13(1)(l), F.S. Pharmacies must only dispense drugs that have been approved by the FDA and have been manufactured by licensed companies that adhere to FDA quality standards and practices.</p>
	<p>a. The Formulary shall contain Generic drugs which meet therapeutic equivalent evaluations and Single-Source Brand Patented Drugs.</p>
	<p>b. The Contractor shall submit a monthly Generic Utilization Report to the Division that measures the percentage of all prescriptions that were dispensed as Generics from the total number of prescriptions available in Generic form, for the prior month.</p>
	<p>c. The Contractor shall require Prior Authorization, according to section 440.13(3)(d), F.S., and/or section 440.13(3)(i), F.S., of medications submitted with DAW Code 1 or DAW Code 2</p>

	<p>designation. The Prior Authorization process shall include the following tiered approach:</p> <ul style="list-style-type: none"> i. Level one (1) electronic prior authorization; ii. Level two (2) clinical Prior Authorization (pharmacist level); iii. Level three (3) medical Prior Authorization review (doctor level); iv. Level four (4) medical Prior Authorization peer-to-peer review (doctor level); and v. An appeals process.
	<p>d. The Contractor shall identify Practitioners who write DAW Code 1 prescriptions for non-Generic drugs, narcotics, and the off-label use of drugs that lack clinical evidence-based support.</p>
	<p>e. The Contractor shall submit a monthly DAW Report to the Division that identifies the following:</p> <ul style="list-style-type: none"> i. Practitioners who submitted prescriptions with the DAW Code 1 designation during the prior month; ii. Prior Authorizations for DAW Code 1 and DAW Code 2 designation prescriptions during the prior month; and iii. cost savings achieved through the Prior Authorization process.
	<p>f. The Contractor shall provide Formulary management and regular evaluation and maintenance of the Formulary. Formulary decisions shall be based on safety, efficacy, and therapeutic need which shall be considered over cost factors.</p> <ul style="list-style-type: none"> i. The Contractor shall provide for Step Therapy, therapeutic duplication edits, and retrospective and concurrent DUR. ii. The Contractor shall maintain the Formulary to reflect any FDA updates, and shall notify the Division within two (2) Business Days of any new FDA approvals or updates. The Contractor shall notify all pharmacies within the dispensing network of any change to the Formulary. iii. Pricing for drugs within the Formulary shall be updated by the Contractor as modified by the Medi-Span Master Drug Database. The Contractor shall utilize the five (5) decimal unit AWP in Medi-Span to calculate prescription pricing for the Division. A uniform two (2) decimal place rounding procedure shall be applied as the final step in calculating the prescription price and final cost to the Division. If the value or number of the third (3rd) decimal place is five (5) or greater [six (6), seven (7), eight (8) or nine (9)], the value of the second decimal will be rounded up. If the value or number of the third (3rd) decimal place is less than five (5) [zero (0), one (1), two (2), three (3) or

	four (4)], the value of the second decimal place will not change.
	g. The Contractor shall submit a monthly Formulary Management Report to the Division that summarizes all changes to the Formulary made during the prior month, including any changes made to reflect FDA updates. This report shall include the expected financial impact to the Division of all Formulary changes made during the prior month.
	h. The Contractor shall provide education to health care Practitioners and monitor Practitioner compliance.
	i. The Contractor shall have the ability to identify and analyze the prescribing histories of individual Practitioners.
	j. The Contractor shall track and submit a monthly Practitioner Education and Peer Review Report to the Division that summarizes any Practitioner education provided and any retrospective case management, peer review activities, and outcomes of the reviews, for the prior month.
	k. The Contractor shall perform retrospective DURs and, based on the DURs, the Contractor shall: <ul style="list-style-type: none"> i. identify ineffective or excessive medication therapies and provide recommendations or options to the prescribing Practitioner; ii. disclose the basis for any recommendation and the method by which the Practitioner will be advised of reviews and recommendations; and iii. provide the Practitioner and the Division with potential or realized benefits obtained from implementing recommendations.
	l. The Contractor will provide supporting documentation and a DUR Report within ten (10) Business Days from the receipt of a request from the Division.
6.	<u>Specialty Pharmacies:</u> The Contractor shall have access to Specialty Pharmacies that dispense low-volume, high-cost Specialty Drugs to claimants undergoing complex treatments and who require the immediate provision of services.
	a. The Contractor shall provide case management services for claimants utilizing Specialty Pharmacies.
	b. The Contractor shall provide Specialty Pharmacy medications within twenty-four (24) hours of receiving the physician order.

	<p>c. The Contractor shall submit a monthly Specialty Pharmacy Services Report to the Division that identifies any Specialty Pharmacy service that has been provided to claimants, including order and delivery dates for the prior month.</p>
7.	<p><u>Claim Eligibility File Maintenance:</u> The Contractor shall maintain an electronic data file of claimants eligible to receive pharmacy benefits administered by the Division.</p>
	<p>a. The Contractor shall design all data files and interfaces to be compatible with the Division’s IMS and shall accept changes by file replacement or by replacing only a select number of fields.</p>
	<p>b. The Contractor shall assign a unique RXBIN and a unique pharmacy benefit processor control number for each claimant record for the Division.</p>
	<p>c. The Contractor shall receive claimant demographics and eligibility information via a secure file transfer protocol (SFTP). The file shall be encrypted using a public/private key arrangement that is chosen by the Division.</p>
	<p>d. The Contractor shall receive existing and new claim data from the MCM provider under contract with the Division and shall have a detailed procedure for coordination of benefits with the MCM provider.</p>
	<p>e. The Contractor shall enroll a claimant for immediate access to prescription services when a request for enrollment is made via telephone or email by either the Division or its MCM provider.</p>
	<p>f. The Contractor shall update the claim eligibility file within one (1) Business Day of receipt from the MCM provider.</p>
	<p>g. The Contractor shall acknowledge, in writing, to the Division and MCM provider, notification of benefit termination, within one (1) Business Day of receipt.</p>
	<p>h. The Contractor shall review the transaction and drug histories of updated eligibility files to confirm that medications are being provided timely, or to verify that claims are closed.</p>
	<p>i. The Contractor shall submit a monthly Terminated Benefit Acknowledgement Report to the Division that identifies notification of benefit terminations provided to the Division and its MCM provider within one (1) Business Day of receipt and identifies all the email acknowledgements made by the Contractor of benefit terminations, notifications of claim controverts, or claim settlements received from the Division and MCM provider, for the prior month.</p>

	<p>j. The Contractor shall submit a monthly Claim Eligibility File Report to the Division that provides a summary of the Contractor’s review of the Division’s changes to the claim eligibility file, to include notifications of immediate access to prescription services, and identifies any concerns related to timely notifications of claim status changes for the prior month.</p>
8.	<p><u>Prescription Drug Card:</u> The Contractor shall provide prescription drug cards for claimants to present when they go to pharmacies to get their prescriptions filled.</p>
	<p>a. Before commencing delivery of PBM services, the Contractor shall submit orientation materials and a prescription drug card template to the Division for approval.</p>
	<p>b. The Contractor’s toll-free phone number and logo must appear on all prescription drug cards.</p>
	<p>c. The Contractor shall provide Temporary Prescription Drug Cards to the Division’s MCM provider to provide temporary eligibility for claimants directed for initial treatment after filing the first report of injury.</p>
	<p>d. The Contractor shall mail a new claimant orientation packet, which shall include the claimant’s permanent prescription drug card; toll-free numbers for claimant assistance and education; and the benefits of mail-order option.</p> <p>i. The new claimant orientation packet will be mailed in an envelope that contains the corporate logo and is labeled as “Confidential.”</p> <p>ii. The permanent prescription drug card shall contain the claimant’s name, date of birth, gender, member identification (ID) number, and eligibility start- and end-date. The prescription drug card may contain additional information, if approved by the Division.</p> <p>iii. The Contractor shall re-mail returned new claimant orientation packets to the verified and corrected claimant address within one (1) Business Day of being notified of such address.</p>
	<p>e. The Contractor shall submit a monthly New Claimant Orientation Report to the Division that lists the new claimant orientation packets mailed and verifies the mailing requirement of one (1) Business Day of receiving new claim information from the MCM provider intake call center contractor, during the prior month.</p>
	<p>f. The Contractor shall submit a monthly New Claimant Orientation Packet Re-Mailed Report to the Division that identifies addresses that were corrected and verifies that returned</p>

	new claimant orientation packets were re-mailed within one (1) Business Day during the prior month.
9.	<p><u>Mail Order Services:</u> The Contractor shall provide mail order prescription services for claimants preferring home delivery of prescription benefits.</p> <p>a. The Contractor shall ensure that all mail order prescriptions are delivered to claimants within ten (10) Calendar Days of receiving an order.</p> <p>b. The Contractor shall ensure that all mail order prescriptions are securely delivered.</p> <p>c. The Contractor shall ensure automatic refills are not processed for mail order prescriptions.</p> <p>d. The Contractor shall submit a monthly Mail Order Services Report to the Division that identifies all mail order services provided to claimants in the prior month by the Contractor. The Mail Order Services report shall identify the changes to the claimants receiving mail order service, medications ordered, verification of secure delivery, delivery dates, and any returned mail order prescriptions.</p>
10.	<p><u>Pharmacy Claims Processing:</u> The Contractor shall provide pharmacy claims processing for the Division.</p> <p>a. The Contractor shall perform Pharmacy Claim Edits during eligibility determination, prior to the dispensing of any medications by retail or by mail order pharmacies.</p> <p>b. The Contractor shall submit a monthly Eligibility Determinations Activity Report to the Division that lists all transactions with eligibility flags identified by the Contractor and whether subsequent Prior Authorization requests were made to the Division adjuster or the MCM provider as specified in section 440.13(3)(i), F.S., during the prior month.</p> <p>c. The Contractor shall adjudicate all pharmacy claims and transmit retail adjudications to the pharmacy according to NCPDP standards.</p> <p>d. The Contractor shall conduct a review of the prescription prior to the dispensing of any drug, to include but not be limited to, the following Pharmacy Claims Edits:</p> <ol style="list-style-type: none"> i. appropriateness of the drug for the presented date of injury (drug-injury conflict); ii. over-utilization; iii. duplicate drug therapy; iv. refill too soon; v. drug dosage; vi. low and high cost alert;

	<ul style="list-style-type: none"> vii. duplicate prescription; viii. drug interactions; ix. substance abuse; x. fraud (accident date-injury-drug conflict); xi. drug-gender conflict; xii. drug-age conflict; xiii. use of Generic drugs; xiv. Prior Authorization requirements; and xv. situations that pose an immediate threat to the health and safety of injured claimants (i.e., a newly prescribed drug that may interact with the claimant’s other medications, when a claimant is in danger of taking a duplicate drug, or if there is a drug not appropriate for a claimant’s age or gender, or if there is a regulatory drug recall). The Contractor shall ensure that the pharmacy provider call the prescribing provider regarding the concern and obtain further direction from the provider. The pharmacy provider shall update the injured claimant as new information is received from the prescribing provider.
	<p>e. The Contractor shall submit a monthly Drug-Drug Interactions Report to the Division that measures the percentage of claimants who received a prescription for an object medication and who also received a concurrent prescription for a precipitant medication during the prior month.</p>
	<p>f. The Contractor shall submit a monthly Multi-Drug and Long-Term Maintenance Report to the Division that identifies claimants who have received three (3) or more prescriptions for the same drug or are receiving Maintenance Drugs during the prior month. This report shall be used to monitor claimants who should be using the mail order service and/or receiving prescriptions for a longer duration (sixty (60) days or greater), thus eliminating excessive Dispensing Fees.</p>
	<p>g. The Contractor shall submit a monthly Therapeutic Class Report to the Division that identifies the top ten (10) most prescribed drugs for each therapeutic class (e.g., anti-depressants, anti-inflammatory, etc.) and claimants who were prescribed two (2) or more different drugs in the same therapeutic class during the prior month.</p>
	<p>h. The Contractor shall utilize an electronic screening procedure to communicate special process alerts to the pharmacist, to include but not be limited to, the following:</p> <ul style="list-style-type: none"> i. identifying or flagging transactions transmitted outside of a claimant’s eligibility dates with an alert indicating “filled after coverage terminated”;

	<ul style="list-style-type: none"> ii. flagging the day’s supply of new fill or refill dispensed product, with an “incorrect metric quality” alert to enforce a thirty (30) day minimum supply for Maintenance Drugs; iii. flagging “refill too soon” prescriptions with an alert indicating less than eighty percent (80%) of the total quantity in the previous fill has been used; iv. flagging pharmacy claims with an alert prompting the pharmacist to a variety of treatment standards, therapeutic duplication of products, and allergies to specific products as reported to the pharmacy by the claimant; v. flagging non-Formulary products with a “National Drug Code (NDC) not covered” or “medication not covered” alert and prompting the pharmacy to inquire by phone for more detail or to initiate a Prior Authorization request; and vi. flagging specific Formulary products with a “Prior Authorization required” alert.
	<ul style="list-style-type: none"> i. The Contractor shall provide the ability for pharmacies to electronically transmit requests to the Contractor for medications requiring Prior Authorization. The Contractor shall contact the MCM provider or the adjuster with Prior Authorization determinations and provide information to the pharmacy. The Contractor shall: <ul style="list-style-type: none"> i. enforce Formulary guidelines and restrictions on pharmacy claim processing; ii. require Prior Authorization for exceptional requests such as vacation fills, or “refill too soon” due to dosage change or lost medications; iii. contact the MCM provider or the adjuster for Prior Authorization requests within one (1) Business Day or less after the presentation of a prescription; iv. provide dispensing pharmacies with an electronic notification containing a Prior Authorization number(s) for approval, or explanations for medication not authorized, disallowed, or controverted after receipt of the MCM provider or adjuster’s determination; and v. obtain Prior Authorization, process, and adjudicate claims for OTC Drugs when prescribed by a Practitioner.
	<ul style="list-style-type: none"> j. The Contractor shall submit a monthly Prior Authorization Requests Report to the Division that identifies all Prior Authorization requests and determinations made by the Contractor during the prior month.
	<ul style="list-style-type: none"> k. The Contractor shall process First-Fill Medications twenty-four (24) hours per day, seven (7) days per week.

	<p>l. The Contractor shall authorize the dispensing of medications for time frames exceeding thirty (30) days (i.e. sixty (60), ninety (90), or one hundred and twenty (120) day supply) on long-term established claims.</p>
	<p>m. The Contractor shall ensure that participating pharmacies only bill for the drug dispensed. Pharmacies shall not bill for a full prescription if only a partial prescription is dispensed. The Contractor shall only bill the Division one (1) dispensing fee per prescription or prescription refill.</p>
	<p>n. The Contractor shall submit a monthly Partial Fill Report to the Division that identifies any partial prescriptions that were dispensed during the prior month.</p>
11.	<p><u>Pricing Requirements:</u> The Contractor shall submit prescription payment data to the Division based upon one hundred percent (100%) fully Pass-Through-Pricing.</p>
	<p>a. The Contractor shall invoice the Division for pharmacy claims related to prescriptions dispensed by Retail, mail order, or Specialty Pharmacies at the lowest of the following:</p> <ul style="list-style-type: none"> i. the participating pharmacy's U&C price; ii. the AWP less discounts plus the guaranteed dispensing fee; <p>or</p> <ul style="list-style-type: none"> iii. the MAC plus guaranteed dispensing fee.
	<p>b. The Contractor shall offer increasingly competitive AWP discounts for each contract year to offset annual AWP inflation.</p>
	<p>c. The Contractor shall provide guaranteed Retail Pharmacy in-network and mail order service discounts for retail brand, retail Generic, mail order brand, and mail order Generic drugs.</p>
	<p>d. The Contractor shall provide its MAC list to the Division upon request.</p>
	<p>e. The Contractor's MAC lists shall be subject to periodic review by the Division and/or the PBM and may be modified from time to time at the Division's discretion.</p>
	<p>f. The Contractor shall use the same pharmacy pricing and classification source to charge the Division for prescription claims as used to reimburse the participating network pharmacies.</p>
	<p>g. The Contractor shall allow the Division or its representative to perform annual marketplace reviews at no charge to ensure the program offerings and pricing are commensurate with those offered by other PBMs.</p> <ul style="list-style-type: none"> i. Should the market reviews identify more competitive market rates are available, the Contractor shall consider matching those competitive rates. Failure to mutually

	agree to the market identified changes, may result in Contract termination.
12.	<p><u>Prescription Payments Data File Submission:</u> The Contractor shall submit all pharmacy payments data made on behalf of the Division for reimbursement.</p> <p>a. The Contractor shall submit to the Division for each weekly billing period a data file that includes all transactions of payments to pharmacy providers processed and paid by the Contractor during the billing period.</p> <p>b. The Contractor shall transmit data securely , via SFTP, in one of the following formats: i. comma delimited; ii. tab delimited; iii. .xls; or iv. .xlsx.</p> <p>c. The Contractor shall provide, at a minimum, the required data elements according to Exhibit A. Exhibit A can be amended in writing by mutual agreement of the Contractor and the Department's Contract Manager without requiring a formal amendment to the Contract.</p> <p>d. The Contractor shall map the data elements as agreed to with the Division prior to commencing the delivery of PBM Services.</p> <p>e. The Contractor shall provide electronic images of invoices supporting each payment and individual transactions will be linked to associated images via a reference number. The Contractor shall: i. compress data files into a .zip file format; ii. send images provided in .PDF format; iii. include the EOBR for each transaction; and iv. send invoice images and the EOBR concurrently with the data files.</p> <p>f. The Contractor shall perform quality assurance checks for each data file and invoice submitted to the Division. The quality assurance checks will verify the accuracy of the payment data file by a review of the data, that includes, but is not limited to, identifying the following: i. pharmacy file error; ii. duplicate NDC codes; iii. claimants with multiple claims; iv. duplicate transactions; v. back out processing; and vi. the incorrect mapping of data fields.</p>

	<p>g. The Contractor shall submit, with each data file submission, a Data Quality Assurance Certification that verifies the files have been reviewed for accuracy prior to submission to the Division.</p>
13.	<p><u>Exceptions and Reconsiderations:</u> The Contractor shall submit data Exceptions and Reconsiderations to the Division.</p> <p>a. The Contractor shall review all transactions that fail to import into the Division's IMS (Exceptions).</p> <p>b. The Contractor shall correct errors to data file, and update claim eligibility file, if needed.</p> <p>c. The Contractor shall submit corrections on the next transaction data file submitted to the Division.</p> <p>d. The Contractor shall review all Practitioners' Reconsideration submissions.</p> <p>e. The Contractor shall adjudicate all Reconsiderations for any adjustments that are needed.</p> <p>f. The Contractor shall submit Reconsiderations in the data file to the Division, to include, but not be limited to, the following:</p> <ul style="list-style-type: none"> i. unique identifier in the data file submitted to the Division; and ii. a correct EOBR code for payment adjustment.
	<p>g. The Contractor shall file all corrections with DWC pursuant to Rule 69L-7.750, Florida Administrative Code (F.A.C.).</p>
	<p>h. The Contractor shall submit a monthly certification confirming that all Exceptions have been resolved.</p>
	<p>i. The Contractor shall submit a monthly Exception/ Reconsideration Report to the Division that identifies the Exceptions and Reconsiderations processed by the Contractor, and the reason for the initial incorrect payment made during the prior month.</p>
14.	<p><u>Invoicing and Payment to Contractor:</u> The Contractor shall submit invoices weekly for services rendered. Invoices submitted by the Contractor shall be reviewed by the Division and approved or rejected within ten (10) Business Days of receipt.</p> <p>a. Payments to the Contractor, for services other than clinical services, shall consist of the following two (2) components:</p> <ul style="list-style-type: none"> i. reimbursement to the Contractor for prescription payments made by the Contractor on behalf of the Division (Prescription Payment(s)); and ii. payment to the Contractor for the Administrative Fees associated with each prescription payment.

	<p>b. The Contractor shall submit an invoice each week that corresponds to each Prescription Payment data file and an invoice for the associated total Administrative Fees for each data file submitted to the Division. The Contractor shall reduce the total amount due for each invoice by the total amount of all Exceptions, and the Division will pay the reduced total amount due.</p>
	<p>c. The Contractor shall reconcile funds received upon receipt to prevent duplicate invoicing. The Contractor is responsible for preventing duplicate invoicing.</p>
	<p>d. The Contractor shall identify Prescription Payment and Administrative Fee credits within the weekly Prescription Payment Data File.</p>
	<p>e. The Contractor shall not invoice the Division for an Administrative Fee separately from the associated Prescription Payment invoice.</p>
	<p>f. The Contractor shall not invoice the Division for any fee unless it is included in Attachment 3, Price Response. Each invoice submitted for reimbursement shall identify each component of the cost according to the terms of the Contract.</p>
	<p>g. The Contractor's invoice shall meet the requirements established by the Division. Invoices not meeting the Division's requirements shall be rejected and returned to the Contractor for correction and resubmitted by the Contractor within one (1) Business Day.</p>
	<p>h. The Contractor shall submit a separate invoice for clinical services, as specified in Attachment 3, Price Response.</p>
	<p>i. The Contractor shall include the following information on each invoice:</p> <ul style="list-style-type: none"> i. the invoice date; ii. the invoice number; iii. a description of the services being invoiced (Prescription Payment, Administrative Fee, or Clinical Fee); iv. the dates of service; v. the remittance information; vi. the contract information; vii. the contract number; viii. the number of transactions; and ix. the total amount due.
	<p>j. The Contractor shall, within fifteen (15) Business Days of Contract execution, ensure a current Electronic Substitute W-9 Form is on file with the State of Florida Vendor website at: https://flvendor.myfloridacfo.com/.</p>

	<p>k. The Contractor shall maintain current remittance information in the Vendor Information Portal at: https://flvendor.myfloridacfo.com/.</p>
	<p>l. Payments will be remitted to the Contractor by EFT (electronic funds transfer) or by warrant, and shall be paid in accordance with section 215.422, F.S. The Contractor agrees that payment may be made by warrant, at the sole discretion of the Department, if exceptional circumstances temporarily prevent the issuance of EFT payments.</p>
15.	<p><u>Claim Overpayment Recovery:</u> If the Contractor makes a processing error that results in the payment of an invalid claim or an overpayment, the Contractor shall refund the Division both the Prescription Payment amount and the Administrative Fee amount.</p>
	<p>a. The Contractor shall, within one (1) Business Day of the discovery of any payment of an invalid claim or overpayment, notify the Division of such payment.</p>
	<p>b. The Contractor shall initiate the Contractor's overpayment recovery process.</p>
	<p>c. The Contractor shall track the overpayment from its discovery until the matter is resolved.</p>
	<p>d. The Contractor shall determine how the overpayment occurred.</p>
	<p>e. The Contractor shall submit a corrected EOBR and corrected Prescription Payment data files with the refund.</p>
	<p>f. The Contractor shall file data correction with the DWC.</p>
	<p>g. The Contractor shall submit a monthly Recovery Report to the Division that details recovery activities, to include corrected DWC filings and any recoveries initiated or received by the Contractor during the prior month.</p>
16.	<p><u>Drug Manufacturer Rebates:</u> Any Rebates received by the Contractor, from pharmaceutical manufacturers, that are associated with prescriptions issued under this Contract are the property of the Department. The Contractor shall not retain any portion of such Rebates and shall take all actions necessary to ensure that any Rebates received by the Contractor are remitted to the Department.</p>
	<p>a. The Contractor shall notify the Division, on a monthly basis, of the Contractor's receipt of drug manufacturer Rebates and provide proof to the Division of the total amount of each Rebate received.</p>
	<p>b. The Contractor shall provide documentation of the Division's percentage of Contractor's overall business and verification of the Division's allotment of the total Rebate amount received by</p>

	the Contractor for a particular drug, and submit Rebate payments to the Division within thirty (30) Calendar Days of receipt from the drug manufacturer.
	c. The Contractor shall submit a monthly Rebate Report to the Division that identifies and describes information related to Rebates received by the Contractor during the prior month.
17.	<p><u>Complaint Resolution:</u> The Contractor shall resolve Complaints received from claimants, pharmacies, prescribing Practitioners, the Division, the Department or the Department’s MCM provider that relate to the PBM Services provided by the Contractor or the Contractor’s administrative processes.</p> <p>a. The Contractor shall maintain a Complaint log that shall include, but not be limited to, the following:</p> <ul style="list-style-type: none"> i. the name of the Complainant; ii. the date a Complaint was received; iii. the date a Complaint was acknowledged; iv. the nature of Complaint; v. a description of the investigation of the Complaint; and vi. the written resolution response to Complainant. <p>b. The Contractor shall adhere to the following response times for Complaint resolution:</p> <ul style="list-style-type: none"> i. All Complaints will be acknowledged by the Contractor within one (1) Business Day from the date the Complaint is received by the Contractor. ii. All notifications of resolution will be sent by the Contractor within three (3) Business Days from the date the Complaint was received by the Contractor. <p>c. The Contractor shall submit a monthly Complaint Report to the Division that includes the Complaint log and summarizes all activity related to Complaints during the prior month.</p>
18.	<p><u>Quality Assurance (QA):</u> The Contractor shall establish and use a quality assurance program and quality improvement processes to ensure the PBM Services described in this SOW are performed at a level of service that is acceptable to the Department throughout the term of the Contract.</p> <p>a. The Contractor shall develop and submit for Division approval, a quality assurance program and quality improvement processes, which shall be in-place prior to commencing the delivery of PBM Services.</p> <p>b. The Contractor shall, as changes occur, update and resubmit the proposed quality assurance program and quality improvement processes for approval by the Division.</p> <p>c. The Contractor shall monitor all services required by this Contract to ensure that all services performed meet the</p>

	requirements for timeliness, accuracy, completeness, consistency, and conformity as defined in the Contract.
	d. The Contractor shall implement corrective actions when the Contractor's monitoring indicates a decline in any service performance by the Contractor and before any services performed by the Contractor fail to meet the performance requirements defined in the Contract.
	e. The Contractor shall monitor corrective actions for effectiveness and shall take all actions necessary to bring the Contractor's service performance to levels that are acceptable to the Department.
	f. The Contractor shall allow the Department, or an authorized agent thereof, to monitor all activities conducted by the Contractor pursuant to the terms of the Contract. Such monitoring by the Department shall include, but not be limited to, reviewing the Contractor's internal evaluation procedures, reexamining program data, special analyses, on-site verification, formal audit examinations, or any other procedures determined by the Department to be necessary.
	g. The Contractor shall submit a monthly Quality Assurance/Improvement Report to the Division that details quality assurance activities completed by the Contractor during the prior month.
	h. The Contractor shall submit a monthly Financial Consequences Report to the Division that lists all assessed financial consequences, any DWC Centralized Performance System (CPS) penalties, any invoices submitted to the Contractor by the Department, and the payment of any such consequences, penalties, and invoices, during the prior month and cumulatively for the Contract period to date.
19.	<u>SSAE 18 (SOC 1 & SOC 2) Type II Audit and Contractor's Self-Assessment Tool:</u> The Contractor shall have an SSAE 18 (SOC 1 & SOC 2) Type II Audit conducted at no cost to the Division, annually by an independent Certified Public Accounting (CPA) firm (Auditor) in accordance with the professional standards established by the American Institute of Certified Public Accountants (AICPA), unless an alternative audit is mutually agreed upon, and complete the Contractor's Self-Assessment Tool provided by the Division.
	a. The Contractor shall electronically submit the service Auditor's report, within fifteen (15) Business Days of the issuance of the report, to the Department in Adobe Acrobat Portable Document Format (.pdf).

	<p>b. The Contractor shall submit a bridge letter, addressing the gap between the report date and the contractor’s year-end, with the service Auditor’s report in the event the audit report covers less than a twelve (12) month period.</p>
	<p>c. The Contractor shall electronically submit to the Division, within fifteen (15) Business Days of receipt from the Division, a completed Contractor’s self-assessment tool, which shall include, but not be limited to, the following:</p> <ul style="list-style-type: none"> i. the nature and materiality/significance of the Division’s transactions or information affected by the Contractor; ii. the degree of interaction between internal controls at the service organization and the Division’s controls; iii. the classes of transactions in the Contractor’s operations which are significant to the financial statements of the Division or to the Contractor’s compliance with program laws, rules, regulations, and contract terms; iv. the procedures, both automated and manual, by which the Contractor’s transactions are initiated, recorded, processed, and reported; v. the related accounting records, whether electronic or manual, supporting information, and specific accounts in the financial statements involved in initiating, recording, processing and reporting the Contractor’s transactions; vi. a description of how the Contractor’s information system captures other events and conditions that are significant to the Division’s financial statements to compliance with program laws, rules, regulations, and contract terms; and vii. the financial reporting process used to prepare the Contractor’s financial statements, including significant accounting estimates and disclosures.
	<p>d. The Contractor shall provide electronically, within ten (10) Business Days, written responses and supporting documentation to the Division for all Division requested audit follow-up review inquiries or requests for additional information.</p>
20.	<p><u>Pricing Verification PBM Audit:</u> The Division shall request documentation for a sample of transactions selected for a pricing verification audit. The Contractor shall provide electronically to the Division, sufficient documentation to identify and validate the actual prescription costs transactions invoiced to the Division. Such documentation shall be provided quarterly, or as requested by the Division.</p>
	<p>a. The Contractor shall submit, within five (5) Business Days of request by the Division, for each audit sample transaction request, documentation to the Division that supports the following:</p>

	<ul style="list-style-type: none"> i. the amount paid to the pharmacy in accordance with Section 11, Pricing Requirements, of Table 1 Part B of this SOW, by the Contractor; and ii. the methodology used to calculate the Pass-Through-Pricing amount of the pharmacy payment.
	b. The Contractor shall respond to all Division inquiries regarding submitted documentation and preliminary audit findings within ten (10) Business Days of receipt of any inquiries or audit finding.
	c. The Contractor shall provide any additional documentation requested by the Division to resolve inquiries within five (5) Business Days of the receipt of any such request.
	d. The Contractor shall provide an audit response addressing audit findings and any necessary Corrective Action Plan (CAP) within ten (10) Business Days of being notified of any audit finding or a request for a CAP by the Division.
	e. The Contractor shall submit to the Division correcting data transmissions and overpayments identified in the final audit report within ten (10) Business Days of the receipt of the final audit report.
21.	<u>Discount Guarantee True-Up:</u> The Contractor shall annually perform a discount guarantee true-up of drug pricing and Dispensing Fees. The true-up of drug pricing will be determined by comparing total invoiced drug prices to the total of all invoiced drugs recalculated at the contract guaranteed AWP discount. The true-up of Dispensing Fees will be determined by comparing the total invoiced dispensing fees to the total number of all invoiced dispensing fees multiplied by the contract guaranteed dispensing fee. When the Contractor achieves or exceeds the AWP discount or dispensing fee contract guarantees listed in Attachment 3, Price Response, the surplus shall be retained by the Division. If the Contractor fails to meet the AWP discount or dispensing fee contract guarantees, the Contractor shall reimburse the Division for the dollar amount of the deficit.
	a. The Contractor shall annually perform a discount guarantee true-up of drug pricing and submit data to validate the calculation of the guaranteed Retail Pharmacy network and mail order service AWP discounts for each contract year.
	b. The Contractor shall annually perform a guarantee true-up of Dispensing Fees and submit data to validate the calculation of the guaranteed Retail Pharmacy network and mail service Dispensing Fees for each contract year.
	c. The Contractor shall identify and submit an Exclusion file for each true-up identifying specific NDCs or claim number

	excluded from the annual true-up process and the reason for the Exclusion.
	d. The Contractor shall annually reimburse the Division for any dollar deficit resulting from the discount guarantee true-up of drug pricing and Dispensing Fees.
22.	<u>Stewardship Meetings:</u> The Contractor shall coordinate and conduct at least two (2) semi-annual stewardship meetings with the Division to discuss PBM Services.
23.	<u>Ad-Hoc Reports:</u> Upon request made by the Division, the Contractor shall submit reports that provide information specified by the Division (Ad-Hoc reports). These Ad-Hoc reports are in addition to the other reports required by this SOW.
	a. The Contractor shall provide any Ad-Hoc report requested by the Division within five (5) Business Days of the receipt of a request.
24.	<u>Compliance with the Division of Workers' Compensation (DWC) Requirements:</u> The Contractor shall comply with regulatory requirements of the DWC, as an agent of the Division.
	a. The Contractor shall comply with Chapter 440, F.S. and Rule Chapter 69L, F.A.C.
	b. The Contractor shall adjudicate all bills and electronically file with the DWC all required data elements on each paper or electronic form equivalent of DFS-F5-DWC-9 and DFS-F5-DWC-10 pursuant to Rule 69L-7.750, F.A.C.
	c. The Contractor shall respond to all Petitions for Resolution of Reimbursement Dispute and shall provide documentation to the Division pursuant to Rule 69L-31.009, F.A.C.
	d. The Contractor shall adjudicate all bills or electronic form equivalents within forty-five (45) Calendar Days of receipt by the Division, the Division's MCM provider, or the Contractor.
	e. The Contractor shall maintain a monthly average processing turnaround time, for an acceptable transaction, of twenty (20) Business Days from the date of receipt by the Contractor to the date the transaction is filed with the DWC.
	f. The Contractor shall electronically file transaction data with the DWC upon the successful import of the prescription payment data file by the Division.
	g. The Contractor shall correct all required data deemed inaccurate and rejected by the DWC, and shall resubmit corrected and accurate data as required by the MEIG and Rule 69L-7.740(6), F.A.C.

	<p>h. The Contractor shall submit a monthly DWC Compliance Report, for the prior month, that identifies the following:</p> <ul style="list-style-type: none"> i. all completed transactions to include corrections and Resubmissions filed with the DWC; ii. all transactions paid and filed beyond the timeframes established by the DWC; iii. the monthly average turnaround time in days for the processing of medical bills; iv. the status of any CPS penalties; and v. an analysis of any factors that affected the Contractor's compliance with the DWC's requirements.
	<p>i. The Contractor shall monitor the DWC CPS and respond via the website with concurrences, disputes, and explanations.</p>
	<p>j. The Contractor shall be liable upon notification by the Division for the timely payment of all fines and penalties assessed by the DWC for the Contractor's noncompliance with Rule 69L-24.006(2), F.A.C.</p>
	<p>k. The Contractor shall comply with carrier response requirements within Rule 69L-31.009, F.A.C.:</p> <ul style="list-style-type: none"> i. Respond to all Petitions for Resolution of Reimbursement disputes; and ii. Submit Carrier Response to Petition for Resolution of Reimbursement Dispute Form (DFS Form 3160-0024) to DWC, Division, and Petitioner via certified mail.
	<p>l. The Contractor shall submit a monthly Reimbursement Dispute Report to the Division that identifies all reimbursement dispute actions completed during the prior month.</p>
25.	<p><u>Fraud Investigation/Abuse Report:</u> The Contractor shall have internal controls in place that are designed to prevent, detect, and report to the Division known or suspected Fraud or Abuse.</p>
	<p>a. The Contractor shall comply with all existing and future State policies or directives related to the prevention, detection, investigation, and elimination of Fraud, Abuse and other improprieties associated with prescription medications.</p>
	<p>b. The Contractor shall submit a monthly Fraud Investigation/Abuse Report to the Division that identifies all investigations, findings, and resolutions that occurred during the prior month related to Fraud, Abuse or other improprieties associated with prescription medications.</p>
26.	<p><u>Consumer Safety:</u> The Contractor shall respond to situations that pose an immediate threat to the health, safety, and welfare of consumers.</p>

	<p>a. The Contractor shall identify and notify the Division of potential or immediate threats to consumers within one (1) Business Day of the identification of any consumer safety concerns.</p>
	<p>b. The Contractor shall submit a monthly Consumer Safety Report to the Division that summarizes any actions taken during the prior month related to consumer safety that includes the following information:</p> <ul style="list-style-type: none"> i. the Claimant’s name; ii. the nature of any threat; iii. a description of any action taken by the Contractor in connection with any threat; and iv. the dates involved.
27.	<p><u>URAC Accreditation:</u> The Contractor shall have the Pharmacy Benefit Management Accreditation through the Utilization Review Accreditation Commission (URAC).</p>
	<p>a. The Contractor shall submit to the Division proof of the Contractor’s current PBM URAC Accreditation.</p>
	<p>b. The Contractor shall maintain their PBM URAC Accreditation during the entire term of this Contract and shall notify the Division within two (2) Business Days, if PBM URAC Accreditation is lost for any reason.</p>
28.	<p><u>Sharing Division Data:</u> The Contractor shall notify the Division of non-confidential data sharing agreements and all revenue generated.</p>
	<p>a. Upon execution of the Contract, the Contractor shall notify the Division of any existing or future data sharing agreements that may impact the Division’s data under this Contract.</p>
	<p>b. The Contractor shall notify the Division within two (2) Business Days of intent to share the Division’s data.</p>
	<p>c. The Contractor shall reimburse the Division for all revenue generated from the sharing of Division’s data.</p>
	<p>d. The Contractor shall submit a quarterly Data Sharing Report to the Division that identifies specifics of all Division data shared by the Contractor and any revenues received by the Contractor for sharing Division data.</p>
29.	<p><u>Satisfaction Survey:</u> The Contractor shall evaluate customer satisfaction with PBM Services.</p>
	<p>a. The Contractor shall collect information regarding customer satisfaction with the PBM Services throughout the year.</p> <ul style="list-style-type: none"> i. The Contractor shall submit the survey process to the Division for approval prior to distribution.

	ii. The Contractor shall survey claimants, the Division, and the Division's MCM provider.
	b. The Contractor shall submit to the Division a Satisfaction Survey Report annually that provides the results of the Contractor's annual collection of satisfaction survey results.
	c. The Contractor shall, within one (1) Business Day of receipt, acknowledge all Division inquiries regarding the results of the Satisfaction Survey.
	d. The Contractor shall, within three (3) Business Days of acknowledgement, provide a written response to any inquiries made by the Division.
30.	<u>Subcontractors:</u> The Contractor shall not enter into any subcontract for services to be provided under this Contract, without the prior written approval of the Division.
	a. The Contractor shall submit a certification statement to the Division that identifies any subcontracted PBM Services, and any changes that have been made to subcontracted PBM Services.
	b. The Contractor shall submit a monitoring plan for all subcontracts for PBM Services described in this SOW.
	c. The Contractor shall monitor all subcontractors' performance.
	d. The Contractor shall submit a monthly Subcontractor Monitoring Report to the Division that contains the Contractor's certification regarding the use of subcontractors and includes monitoring reports of all Subcontractor's performance during the prior month.
31.	<u>Corrective Action Plan (CAP):</u> The Contractor shall develop a CAP to remedy any deficiencies in the PBM Services provided that are identified by the Division.
	a. The Contractor shall within one (1) Business Day, acknowledge receipt of notification from the Division of a deficiency and the need for a CAP.
	b. The Contractor shall, within ten (10) Business Days of acknowledgement of receipt of notification of a deficiency by the Contractor, submit a CAP for approval to the Division's Contract Manager. The CAP shall include, but shall not be limited to, the following: <ul style="list-style-type: none"> i. the corrective processes to be implemented by the Contractor to remedy deficiency; ii. the staff member responsible for correcting deficiency; iii. the timeframe for implementing the actions necessary to correct deficiency; and

	iv. the monitoring methods to be utilized for determining if the CAP is effective.
	c. The Contractor shall implement the CAP approved by the Division.
	d. The Contractor shall monitor the performance of the CAP and determine if the CAP is effective.
	e. The Contractor shall provide the outcome of the monitoring of the CAP to the Division.
32.	<u>Transition and Close-Out:</u> The Contractor shall have a transition plan that will successfully transition PBM Services upon termination of the Contract. The transition plan shall include the specific tasks and appropriate deadlines necessary to transition services. The transition of services shall take place without any additional cost to the Department or interruption to the provision of PBM Services to the State of Florida claimants.
	a. The Contractor shall, upon notification by the Division, submit the Transition Plan to the Division for approval.
	b. The Contractor shall submit final reports to the Division.
	c. The Contractor shall acknowledge receipt of final payment made by the Division.
	d. The Contractor shall return any non-expendable property to the Division, if applicable.
	e. The Contractor shall transfer all claimant data collected during the Contract term and any previously provided claimant data to the Division or the Division's authorized agent, and shall certify to the Division that all data has been returned to the Division. The Contractor shall take all actions necessary to prevent any unauthorized access to transferred data, which shall include, but not be limited to, the encryption of all data submissions and the submission of all data via secure SFTP in an agreeable format.
	f. The Contractor shall destroy all copies of the Division's data, including copies that have been made to comply with State data retention law.
	g. The Contractor shall reimburse the Division for all outstanding financial consequences and any other pending invoices.
	h. The Contractor shall certify in writing to the Division that it has completed the Division's security transition and close-out processes described in a.-g., above.

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5. DELIVERABLES, PERFORMANCE STANDARDS, ACCEPTANCE CRITERIA, AND FINANCIAL CONSEQUENCES.

The Contractor shall provide the Deliverables, meet the performance standards, and be liable for the financial consequences described in Table 2, Parts A and B below. All Deliverables must be provided or performed to the satisfaction of the Division to be accepted.

TABLE 2 PART A – ADMINISTRATIVE SET-UP		
Deliverable and Performance Standard	Due Date or Time Periods	Financial Consequences
1.1 Administrative Set-Up (As described in Table 1, Part A, Section 1., a. through f.)	The Contractor shall complete the Administrative Set-up within ninety (90) Calendar Days after the effective date of the Contract, unless a mutually agreeable alternative timeline is established and agreed to, in writing, by the Division’s Contract Manager.	Failure to submit an acceptable Deliverable and/or meet the specified time criteria shall result in the Contractor being assessed for the Division’s actual costs that result from the Contractor’s failure to begin providing PBM Services when required, plus ten thousand dollars (\$10,000.00) for each Calendar Day that Administrative Set-Up remains incomplete. Notwithstanding Section 3.1 of this SOW, the Contract is subject to termination by the Division without notice if it determines that the PBM Services provided are not acceptable as a result of inadequate Administrative Set-Up.
1.2 Implementation Plan (As described in Table 1, Part A, Section 1., a.)	The Contractor shall submit the Implementation Plan to the Division within ten (10) Business Days from the effective date of the Contract, unless a mutually agreeable alternative timeline is agreed to, in writing, by the Division’s Contract Manager.	Failure to submit the Deliverable and/or meet the specified time criteria shall result in the Contractor being assessed ten thousand dollars (\$10,000.00) for each Business Day that the Contractor fails to submit the Implementation Plan as required.
1.3 Implementation Schedule	The Contractor shall submit the	Failure to submit the Deliverable and/or meet the specified time criteria shall result

(As described in Table 1, Part A, Section 1., b.)	Implementation Schedule to the Division within ten (10) Business Days from the effective date of the Contract, unless a mutually agreeable alternative timeline is agreed to, in writing, by the Division's Contract Manager.	in the Contractor being assessed ten thousand dollars (\$10,000.00) for each Business Day that the Contractor fails to submit the Implementation Schedule as required.
1.4 Policies and Procedures (As described in Table 1, Part A, Section 1., c.)	The Contractor shall submit written Policies and Procedures to the Division, by a mutually agreed upon date, prior to commencing the delivery of PBM Services.	Failure to submit the Deliverable and/or meet the specified time criteria shall result in the Contractor being assessed two thousand dollars (\$2,000.00) for each Business Day that the Contractor fails to submit written Policies and Procedures as required.
1.5 Division Approval Required (As described in Table 1, Part A, Section 1., d.)	The Contractor shall submit written documents identified within the SOW, that require Division approval, to the Division by a mutually agreed upon date, prior to commencing the delivery of PBM Services.	Failure to submit the Deliverable and/or meet the specified time criteria shall result in Contractor being assessed two thousand dollars (\$2,000.00) for each Business Day that the Contractor fails to submit written documents as required.
1.6 Division Staff Training (As described in Table 1, Part A, Section 1., e.)	The Contractor shall provide Training to Division and MCM provider staff. Such Training shall be completed by a mutually agreed upon date, prior to commencing the delivery of PBM Services.	Failure to provide the Deliverable and/or meet the specified time criteria shall result in the Contractor being assessed five thousand dollars (\$5,000.00) for each Business Day beyond the agreed upon completion date that the Training remains incomplete.

<p>1.7 Weekly Status Report confirming the tasks that were performed during the prior week and lists the projected tasks for the following week until Part A is completed. (As described in Table 1, Part A, Section 1., f.)</p>	<p>Every Friday by close of business, or a mutually agreed upon timeframe, once the Contract is executed until Part A is completed.</p>	<p>Failure to submit the Deliverable and/or meet the specified time criteria shall result in the Contractor being assessed two thousand dollars (\$2,000.00) for each Business Day that the Contractor fails to submit a Weekly Status Report as required.</p>
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PART B – PBM SERVICES REQUIREMENTS

2 - Electronic Pharmacy Claims Processing and Reporting System

Deliverable and Performance Standard	Due Dates or Time Periods	Financial Consequences
<p>2.1 System Operational Availability (As described in Table 1, Part B, Section 2., a., iv.)</p>	<p>Twenty-four (24) hours per day, seven (7) days per week, with prior notification of scheduled maintenance and immediate notification of unscheduled system maintenance or operational downtime.</p>	<p>Failure to notify the Division and the Division’s MCM provider of scheduled system maintenance shall result in the Contractor being assessed one thousand dollars (\$1,000.00) for each notification failure.</p> <p>Unscheduled system maintenance or operational downtime exceeding two (2) hours in duration shall result in the Contractor being assessed one thousand dollars (\$1,000.00) for each occurrence.</p> <p>Scheduled system maintenance exceeding two (2) hours in duration during Business Hours or exceeding eight (8) hours during non-Business Hours shall result in the Contractor being assessed one thousand dollars (\$1,000.00) for each occurrence.</p>
<p>2.2 System Update Training (As described in Table 1, Part B, Section 2., b.)</p>	<p>Within two (2) weeks of a system update that affects the delivery of PBM Services, or by a mutually agreed upon date, the Contractor shall</p>	<p>Failure to provide system update training by the required date will result in the Contractor being assessed one thousand dollars (\$1,000.00) for each Business Day beyond the required date that the training has not been provided.</p>

	provide the necessary training for Division and the Division's MCM provider staff.	
2.3 Notification of Security Incidents (As described in Table 1, Part B, Section 2., c.)	Within twenty-four (24) hours of the Contractor's discovery of any Security Incidents or potential security threats, the Contractor shall notify the Division, in writing, of any such incidents or threats.	Failure to notify the Division as required will result in the Contractor being assessed five thousand dollars (\$5,000.00) for each notification failure.
2.4 System Availability Report (As described in Table 1, Part B, Section 2., d.)	By the fifteenth (15th) Calendar Day of each month, the Contractor shall provide the required report, unless a mutually agreeable alternative timeline is established.	Failure to submit the System Availability Report by the date required shall result in the Contractor being assessed one hundred dollars (\$100.00) for each Business Day beyond the required date that the report is not submitted by the Contractor.
2.5 Quarterly Training Report (As described in Table 1, Part B, Section 2., e.)	By the fifteenth (15th) Calendar Day after the end of each quarter, the Contractor shall provide the required report, unless a mutually agreeable alternative timeline is established.	Failure to submit the Quarterly Training Report by the date required shall result in the Contractor being assessed one hundred dollars (\$100.00) for each Business Day beyond the required date that the report is not submitted by the Contractor.
2.6 Security Report (As described in Table 1, Part B, Section 2., f.)	By the fifteenth (15th) Calendar Day after the end of each quarter, the Contractor shall provide the required	Failure to submit the Security Report by the date required shall result in the Contractor being assessed one hundred dollars (\$100.00) for each Business Day beyond the required date that the report is not submitted by the Contractor.

	report, unless a mutually agreeable alternative timeline is established.	
3 - Customer Service and Support		
Deliverable and Performance Standard	Due Date or Time Period	Financial Consequences
3.1 Telephone Customer Service Requirements and Call Center Report (As described in Table 1, Part B, Section 3., a. and b.)	The Telephone Customer Service requirements specified in Table 1, Part B, Section 3., a., i. through vi. shall be met on a continuing basis. By the fifteenth (15 th) Calendar Day of each month, the Contractor shall provide the required report, unless a mutually agreeable alternative timeline is established.	Failure to meet one of the specified Telephone Customer Service Requirements shall result in the Contractor being assessed twenty-five dollars (\$25.00) each time the Division determines that a requirement is not met. Failure to submit the Call Center Report by the date required shall result in the Contractor being assessed one hundred dollars (\$100.00) for each Business Day beyond the required date that the report is not submitted by the Contractor.
3.2 Customer Service Report (As described in Table 1, Part B, Section 3., e.)	By the fifteenth (15 th) Calendar Day of each month, the Contractor shall provide the required report, unless a mutually agreeable alternative timeline is established.	Failure to submit the Customer Service Report by the date required shall result in the Contractor being assessed one hundred dollars (\$100.00) for each Business Day beyond the required date that the report is not submitted by the Contractor.
3.3 EOBRs (As described in Table 1, Part B, Section 3., f.)	The Contractor shall provide the required EOBR within two (2) Business Days from the Division's request.	Failure to submit the EOBR by the date required shall result in the Contractor being assessed one hundred dollars (\$100.00) for each Business Day beyond the required date that the EOBR is not submitted by the Contractor.

4 - In-Network and Out-of-Network Providers

Deliverable and Performance Standard	Due Date or Time Period	Financial Consequences
4.1 Network Changes Report (As described Table 1, Part B, Section 4., e.)	By the fifteenth (15 th) Calendar Day of each month, the Contractor shall provide the required report, unless a mutually agreeable alternative timeline is established.	Failure to submit the Network Changes Report by the required date shall result in the Contractor being assessed one hundred dollars (\$100.00) for each Business Day beyond the required date that the report is not submitted by the Contractor.
4.2 Network Penetration Report (As described in Table 1, Part B, Section 4., f.)	The Contractor shall provide the required report within five (5) Business Days after execution of the Contract, and semi-annually thereafter.	Failure to submit the Network Penetration report by the required date shall result in the Contractor being assessed one hundred dollars (\$100.00) for each Business Day beyond the required date that the report is not submitted by the Contractor.

5 - Formulary

Deliverable and Performance Standard	Due Date or Time Period	Financial Consequences
5.1 Generic Utilization Report (As described in Table 1, Part B, Section 5., b.)	By the fifteenth (15 th) Calendar Day of each month, the Contractor shall provide the required report, unless a mutually agreeable alternative timeline is established.	Failure to submit the Generic Utilization Report by the required date shall result in the Contractor being assessed one hundred dollars (\$100.00) for each Business Day beyond the required date that the report is not submitted by the Contractor.
5.2 Dispense As Written (DAW) Requirements and DAW Report (As described in Table 1, Part B, Section 5., c. through e.)	The DAW Requirements specified in Table 1, Part B, Section 5. c. and d. shall be met on continuing basis. By the fifteenth (15 th) Calendar Day	The Contractor shall be assessed fifty dollars (\$50.00) for each prescription dispensed without obtaining Prior Authorization as described in Table 1, Part B, Section 5 c. Failure to submit the DAW Report by the required date shall result in the Contractor

	of each month, the Contract shall provide the required DAW Report, unless a mutually agreeable alternative timeline is established.	being assessed one hundred dollars (\$100.00) for each Business Day beyond the required date that the report is not submitted by the Contractor.
5.3 Formulary Management Requirements and Formulary Management Report (As described in Table 1, Part B, Sections 5., f. and g.)	<p>The Formulary Management Requirements specified in Table 1, Part B, Section 5., f., shall be met on continuing basis.</p> <p>By the fifteenth (15th) Calendar Day of each month, the Contract shall provide the required DAW Report, unless a mutually agreeable alternative timeline is established.</p>	<p>The Contractor shall be assessed fifty dollars (\$50.00) for each Business Day that the Contractor fails to provide notice of any FDA updates as required in Table 1, Part B, Section 5., f.</p> <p>Failure to submit the Formulary Management Report by the required date shall result in the Contractor being assessed one hundred dollars (\$100.00) for each Business Day beyond the required date that the report is not submitted.</p>
5.4 Practitioner Education and Peer Review Report (As described in Table 1, Part B, Section 5., j.)	By the fifteenth (15th) Calendar Day of each month, the Contractor shall provide the required report, unless a mutually agreeable alternative timeline is established.	Failure to submit the Practitioner Education and Peer Review Report by the required date shall result in the Contractor being assessed one hundred dollars (\$100.00) for each Business Day beyond the required date that the report is not submitted by the Contractor.
5.5 DUR Report (As described in Table 1, Part B, Section 5., k. and l.)	The Contractor shall provide the required report within ten (10) Business Days of the receipt of a request from the Division.	<p>Failure to submit the DUR Report by the required due date shall result in the Contractor being assessed one hundred dollars (\$100.00) for every Business Day beyond the required date that the report is not submitted by the Contractor.</p> <p>Failure to include all the information required by Table 1, Part B, Section 5., k., shall result in the Contractor being</p>

		assessed fifty dollars (\$50.00) for every Business Day that the report remains incomplete.
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6 – Specialty Pharmacies

Deliverable and Performance Standard	Due Date or Time Period	Financial Consequences
6.1 Specialty Pharmacy Requirements and Specialty Pharmacy Services Report (As described in Table 1, Part B, Section 6., b. and c.)	<p>The Contractor shall meet the requirements for providing Specialty Pharmacy medications, in accordance with Table 1, Part B, Section 6., b., on a continuing basis.</p> <p>By the fifteenth (15th) Calendar Day of each month, the Contractor shall provide the required report, unless a mutually agreeable alternative timeline is established.</p>	<p>Failure to meet the specified requirements of Table 1, Part B, Section 6. b. will result in the Contractor being assessed one hundred dollars (\$100.00) for each occurrence that the Contractor fails to provide Specialty Pharmacy medications within twenty-four (24) hours of receiving physician order.</p> <p>Failure to submit the Specialty Pharmacy Services Report by the required due date shall result in the Contractor being assessed one hundred dollars (\$100.00) for each Business Day beyond the required date that the report is not submitted by the Contractor.</p>

7 – Claim Eligibility File Maintenance

Deliverable and Performance Standard	Due Date or Time Period	Financial Consequences
7.1 Immediate Access (As described in Table 1, Part B, Section 7., e.)	The Contract shall immediately enroll a claimant for immediate access to prescriptions services upon request by the Division or the	Failure to enroll a new claimant after receipt of a request from the Division or the Division’s MCM provider shall result in the Contractor being assessed one hundred dollars (\$100.00) for each additional Calendar Day that the Contractor fails to provide the claimant with access to prescription services.

	Division's MCM provider.	The Contractor shall also be assessed for any of the claimant's out-of-pocket prescription costs incurred as a result of the Contractor's failure to provide immediate access to prescription services.
7.2 Update Eligibility File (As described in Table 1, Part B, Section 7., f.)	The Contractor shall update the claim eligibility file within one (1) Business Day from the receipt of the update from the Division's MCM provider.	Failure to update the claim eligibility file by the required date will result in the Contractor being assessed one hundred dollars (\$100.00) for each Business Day beyond the required date that the file is not update. The Contractor shall also be assessed for any of the claimant's out-of-pocket prescription costs incurred as a result of the Contractor's failure to update the claim eligibility file.
7.3 Terminated Benefit Notice and Terminated Benefit Acknowledgement Report (As described in Table 1, Part B, Section 7., g. and i.)	The Contractor shall provide the required notice within one (1) Business Day of receipt of a benefit termination. By the fifteenth (15th) Calendar Day of each month, the Contractor shall provide the required report, unless a mutually agreeable alternative timeline is established.	Failure to provide notice by the required date shall result in the Contractor being assessed one hundred dollars (\$100.00) for each Business Day beyond the required date that the Contractor fails to provide notice. Failure to submit the Terminated Benefit Acknowledgement Report by the required date will result in the Contractor being assessed one hundred dollars (\$100.00) for each Business Day beyond the required date that the report is not submitted by the Contractor.
7.4 Claim Eligibility File Report (As described in Table 1, Part B, Section 7., j.)	By the fifteenth (15th) Calendar Day of each month, the Contractor shall provide the required report, unless a mutually agreeable alternative timeline is established.	Failure to submit the Claim Eligibility File Report by the required date shall result in the Contractor being assessed one hundred dollars (\$100.00) for each Business Day beyond the required date that the report is not submitted by the Contractor.

8 – Prescription Drug Card

Deliverable and Performance Standard	Due Date or Time Period	Financial Consequences
<p>8.1 New Claimant Orientation Packet (As described in Table 1, Part B, Section 8., d.)</p>	<p>The Contractor shall mail a new claimant orientation packet within one (1) Business Day of being notified by the Division or its MCM provider that the claimant is eligible for prescription services.</p> <p>Returned new claimant orientation packets shall be re-mailed by the Contractor within one (1) Business Day of being notified of the claimant’s verified and corrected address.</p>	<p>Failure to mail a new claimant orientation packed by the required date shall result in the Contractor being assessed one hundred dollars (\$100.00) for each Business Day beyond the required date that the New Claimant Packet is not mailed by the Contractor.</p> <p>Failure to re-mail a returned new claimant orientation packet by the required date shall result in the Contractor being assessed one hundred dollars (\$100.00) for each Business Day beyond the required date that the returned new claimant packet is not re-mailed.</p>
<p>8.2 New Claimant Orientation Packet Report (As described in Table 1, Part B, Section 8., e.)</p>	<p>By the fifteenth (15th) Calendar Day of each month, the Contractor shall provide the required report, unless a mutually agreeable alternative timeline is established.</p>	<p>Failure to submit the New Claimant Orientation Report by the required date shall result in the Contractor being assessed one hundred dollars (\$100.00) for each Business Day beyond the required date that the report is not submitted by the Contractor.</p>
<p>8.3 New Claimant Orientation Packet Re-Mailed Report (As described in Table 1, Part B, Section 8., f.)</p>	<p>By the fifteenth (15th) Calendar Day of each month, the Contractor shall provide the required report, unless a</p>	<p>Failure to submit the New Claimant Orientation Re-Mailed Report by the required date shall result in the Contractor being assessed one hundred dollars (\$100.00) for each Business Day beyond</p>

	mutually agreeable alternative timeline is established.	the required date that the report is not submitted by the Contractor.
9 - Mail Order Services		
Deliverable and Performance Standard	Due Date or Time Period	Financial Consequences
9.1 Mail Order Services Delivery (As described in Table 1, Part B, Section 9., a. and b.)	The Contractor shall ensure that all mail order prescriptions are delivered to claimants within ten (10) Calendar Days of receiving an order.	Failure to ensure delivery of a mail order prescription by the required date shall result in the Contractor being assessed one hundred dollars (\$100.00) for each Calendar Day beyond the required date that the prescription has not been delivered.
9.2 Mail Order Services Report (As described in Table 1, Part B, Section 9., c. and d.)	By the fifteenth (15th) Calendar Day of each month, the Contractor shall provide the required report, unless a mutually agreeable alternative timeline is established.	Failure to meet the specified criteria will result in the Contractor being assessed one hundred dollars (\$100.00) for each Business Day beyond the required date that the Mail Order Services Report is not submitted by the Contractor. The Contractor shall be assessed one hundred dollars (\$100.00) for each occurrence.
10 – Pharmacy Claims Processing		
Deliverable and Performance Standard	Due Date or Time Period	Financial Consequences
10.1 Eligibility Determinations Activity Report (As described in Table 1, Part B, Section 10., b.)	By the fifteenth (15th) Calendar Day of each month, the Contractor shall provide the required report, unless a mutually agreeable alternative timeline is established.	Failure to submit the Eligibility Determinations Activity Report by the required date shall result in the Contractor being assessed one hundred dollars (\$100.00) for each Business Day beyond the required date that the report has not been submitted.

<p>10.2 Drug-Drug Interactions Report (As described in Table 1, Part B, Section 10., e.)</p>	<p>By the fifteenth (15th) Calendar Day of each month, the Contractor shall provide the required report, unless a mutually agreeable alternative timeline is established.</p>	<p>Failure to submit the Drug-Drug Interactions Report by the required date shall result in the Contractor being assessed one hundred dollars (\$100.00) for each Business Day beyond the required date that the report is not submitted by the Contractor.</p>
<p>10.3 Multi-Drug and Long-Term Maintenance Report (As described in Table 1, Part B, Section 10., f.)</p>	<p>By the fifteenth (15th) Calendar Day of each month, the Contractor shall provide the required report, unless a mutually agreeable alternative timeline is established.</p>	<p>Failure to submit the Multi Drug and Long-Term Maintenance Report by the required date shall result in the Contractor being assessed one hundred dollars (\$100.00) for each Business Day beyond the required date that the report is not submitted by the Contractor.</p>
<p>10.4 Therapeutic Class Report (As described in Table 1, Part B, Section 10., g.)</p>	<p>By the fifteenth (15th) Calendar Day of each month, the Contractor shall provide the required report, unless a mutually agreeable alternative timeline is established.</p>	<p>Failure to submit the Therapeutic Class Report by the required date shall result in the Contractor being assessed one hundred dollars (\$100.00) for each Business Day beyond the required date that the report is not submitted by the Contractor.</p>
<p>10.5 Prior Authorization Requests (As described in Table 1, Part B, Section 10., i., iii.)</p>	<p>The Contractor shall contact the MCM provider or adjuster for Prior Authorization requests within one (1) Business Day of the presentation of a prescription.</p>	<p>The Contractor shall be assessed one hundred dollars (\$100.00) for each Business Day beyond the required date that a Prior Authorization request is required to be made by the Contractor.</p>
<p>10.6 Prior Authorization Requests Report (As described in Table 1, Part B, Section 10., j.)</p>	<p>By the fifteenth (15th) Calendar Day of each month, the Contractor shall provide the required report, unless a mutually agreeable alternative timeline is established.</p>	<p>Failure to submit the Prior Authorizations Requests Report by the required date shall result in the Contractor being assessed one hundred dollars (\$100.00) for each Business Day beyond the required date that the report is not submitted by the Contractor.</p>

		The Contractor may be assessed for the cost of prescriptions dispensed without Prior Authorization if the Division has determined that the medication should have been disallowed.
10.7 Partial Fill Report (As described in Table 1, Part B, Section 10., n.)	By the fifteenth (15th) Calendar Day of each month, the Contractor shall provide the required report, unless a mutually agreeable alternative timeline is established.	Failure to submit the Partial Fill Report by the required date shall result in the Contractor being assessed one hundred dollars (\$100.00) for each Business Day beyond the required date that the report is not submitted by the Contractor.

11 - Pricing Requirements

Deliverable and Performance Standard	Due Date or Time Period	Financial Consequence
11.1 Pricing Requirements (As described in Table 1, Part B, Section 11., a.)	The Contractor shall invoice the Division pursuant to the requirement set forth in Table 1, Part B, Section 11., a., for every transaction submitted for reimbursement.	The Contractor shall be assessed fifty dollars (\$50.00) for each transaction invoiced incorrectly and the amount of any overpayment.

12 – Prescription Payments Data Submission

Deliverable and Performance Standard	Due Date	Financial Consequence
12.1 Weekly Prescription Data Submission (As described in Table 1, Part B, Section 12., a.)	The Contractor shall submit the data every week, unless a mutually agreeable alternative timeline is established.	Failure to submit the data by the required date shall result in the Contractor being assessed three hundred dollars (\$300.00) for each Business Day beyond the required date that the data is not submitted by the Contractor.

<p>12.2 Electronic Images and Supporting Detail (As described in Table 1, Part B, Section 12., e.)</p>	<p>The Contractor shall submit the required electronic images and supporting detail in the required format every week, unless a mutually agreeable alternative timeline is established.</p>	<p>Failure to submit the Electronic Images and Supporting Detail by the required date shall result in the Contractor being assessed five hundred dollars (\$500.00) for each Business Day beyond the required date that the images and supporting details are not submitted by the Contractor.</p>
<p>12.3 Data Quality Assurance Certification (As described in Table 1, Part B, Section 12., f. and g.)</p>	<p>The Contractor shall perform quality assurance checks on every data file and invoice submitted to the Division and provide the required certification every week, unless a mutually agreeable alternative timeline is established.</p>	<p>Failure to ensure that quality assurance is performed on data files and invoices prior to submitting these to the Division shall result in the Contractor being assessed two hundred dollars (\$200.00) for each quality assurance error.</p> <p>Failure to submit the Data Quality Assurance Certification by the required date shall result in the Contractor being assessed two hundred dollars (\$200.00) for each Business Day beyond the required date that the Certification is not submitted by the Contractor.</p>

13 – Exceptions and Reconsiderations

Deliverable and Performance Standard	Due Date or Time Period	Financial Consequence
<p>13.1 Exceptions and Reconsiderations Requirements, Exception Resolution Certification and Exception/Reconsideration Report (As described in Table 1, Part B, Section 13.)</p>	<p>The Contractor shall comply with the Exceptions and Reconsiderations Requirements described in Table 1, Part B, Section 13. b. through g., on a continuing basis throughout the Contract term.</p> <p>By the fifteenth (15th) Calendar Day of each month, the</p>	<p>The Contractor will be assessed one hundred dollars (\$100.00) for every Exception and Reconsideration Requirement described in Table 1, Part B, Section 13., b. through g., that is not met by the Contractor.</p> <p>Failure to submit the Exception and Resolution Certification or the Exception Reconsideration Report by the required</p>

	Contractor shall provide the certification and report required by Table 1, Part B, Section 13., h. and i., unless a mutually agreeable alternative timeline is established.	date shall result in the Contractor being assessed one hundred dollars (\$100.00) for each Business Day beyond the required date that the certification or report is not submitted by the Contractor.
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14 – Invoicing and Payment to Contractor

Deliverable and Performance Standard	Due Date or Time Period	Financial Consequence
14. Invoice Submission (As described in Table 1, Part B, Section 14.)	The Contractor shall invoice the Division every week on a continuing basis throughout the Contract term, unless a mutually agreeable alternative timeline is established.	Failure to submit an invoice by the required date shall result in the Contractor being assessed one hundred dollars (\$100.00) for each Business Day beyond the required date that the invoice is not submitted by the Contractor.
14.1 Invoice Resubmission (As described in Table 1, Part B, Section 14., g.)	The Contractor shall resubmit invoices within one (1) Business Day of being notified that the invoice was rejected by the Division	Failure to resubmit a rejected invoice by the date required shall result in the Contractor being assessed one hundred dollars (\$100.00) for each Business Day beyond the required date that the invoice is not resubmitted.
14.2 Electronic Substitute W-9 Form (As described in Table 1, Part B, Section 14., j.)	The Contractor shall, within fifteen (15) Business Days of the Contract execution, file the appropriate Electronic Substitute W-9 Form through the	Failure to file an Electronic Substitute W-9 by the required date shall result in the Contractor being assessed one hundred dollars (\$100.00) for each Business Day beyond the required date that the Electronic Substitute W-9 Form is not filed on the State of Florida Vendor website.

	State of Florida Vendor website.	Failure to maintain a current Electronic Substitute W-9 Form will result in a delay in the payment of outstanding invoices until the required form is filed by the Contractor.
15 – Claim Overpayment Recovery		
Deliverable and Performance Standard	Due Date or Time Period	Financial Consequence
15.1 Division Notification (As described in Table 1, Part B, Section 15., a.)	The Contract shall notify the Division, within one (1) Business Day of discovering any invalid payment or overpayment made by the Division.	Failure to notify the Division by the required date shall result in the Contractor being assessed one hundred dollars (\$100.00) for each Business Day beyond the required date for notification to the Division by the Contractor.
15.2 Corrected EOBR and Prescription Payment Data File Submission to Division (As described by Table 1, Part B, Section 15., e.)	The Contractor shall submit corrected EOBRs and Prescription Payment Data Files to the Division within five (5) Business Days of any notification made pursuant to Table 2, Section 15.1 above.	Failure to submit to the Division a Corrected EOBR or Prescription Payment Data File by the required date shall result in the Contractor being assessed one hundred dollars (\$100.00) for each Business Day beyond the required date that the submission is not made by the Contractor.
15.3 DWC Filing (As described by Table 1, Part B, Section 15., f.)	The Contractor shall submit corrected EOBRs and Prescription Payment Data Files to DWC within five (5) Business Days of any notification made pursuant to Table 2, Section 15.1 above.	Failure to submit to DWC a Corrected EOBR or Prescription Payment Data File by the required date shall result in the Contractor being assessed one hundred dollars (\$100.00) for each Business Day beyond the required date that the submission is not made by the Contractor.

15.4 Recovery Report (As described by Table 1, Part B, Section 15., g.)	By the fifteenth (15th) Calendar Day of each month, the Contractor shall provide the required report, unless a mutually agreeable alternative timeline is established.	Failure to submit the Recovery Report by the required date shall result in the Contractor being assessed one hundred dollars (\$100.00) for each Business Day beyond the required date that the report is not submitted by the Contractor.
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16 – Drug Manufacturer Rebates

Deliverable and Performance Standard	Due Date or Time Period	Financial Consequences
16.1 Notification of Manufacturer Rebate Amounts (As described by Table 1, Part B, Section 16., a.)	Within thirty (30) Calendar Days of receiving any drug manufacturer Rebate, the Contractor shall notify the Division that such Rebate has been received and the amount.	Failure to notify the Division of Manufacturer Rebate Amounts by the required date shall result in the Contractor being assessed five hundred dollars (\$500.00) for each Calendar Day beyond the required date that notification is not made by the Contractor.
16.2 Submission of Division’s Allotment of Rebates (As described by Table 1, Part B, Section 16., b.)	The Contractor shall remit the Division’s allotment of a drug manufacturer’s Rebates to the Division within thirty (30) Calendar Days of receipt from the drug manufacturer.	Failure submit the Division’s Allotment of Rebates by the required date shall result in the Contractor being assessed five hundred dollars (\$500.00) for each Calendar Day beyond the required date that the Contractor fails to remit the Rebate owed to the Division.

16.3 Rebate Report (As described by Table 1, Part B, Section 16., c.)	By the fifteenth (15 th) Calendar Day of each month, the Contractor shall provide the required report, unless a mutually agreeable alternative timeline is established.	Failure to submit the Rebate Report by the required date shall result in the Contractor being assessed five hundred dollars (\$500.00) for each Business Day beyond the required date that the report is not submitted by the Contractor.
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17 – Complaint Resolution

Deliverable and Performance Standard	Due Date or Time Period	Financial Consequence
17.1 Complaint Resolution Requirements and Complaint Report (As described by Table 1, Part B, Section 17., a., b., and c.)	<p>The Contractor shall comply with the Complaint Resolution Requirements set forth in Table 1, Part B, Section 17., a. and b., on a continuing basis throughout the Contract term.</p> <p>By the fifteenth (15th) Calendar Day of each month, the Contractor shall comply with the Complaint Report requirements set forth in Table 1, Part B, Section 17., c., unless a mutually agreeable alternative timeline is established.</p>	<p>The Contractor shall be assessed one hundred dollars (\$100.00) for every Complaint that is not handled in accordance with the Complaint Resolution Requirements specified in Table 1, Part B, Section 17., a. and b.</p> <p>Failure to submit the Complaint Report by the required date shall result in the Contractor being assessed one hundred dollars (\$100.00) for each Business Day beyond the required date that the report is not submitted by the Contractor specified in Table 1, Part B, Section 17., c.</p>

18 – Quality Assurance

Deliverable and Performance Standard	Due Date or Time Period	Financial Consequences
18.1 Quality Assurance/Improvement Report (As described by Table 1, Part B, Section 18., g.)	By the fifteenth (15 th) Calendar Day of each month, the Contractor shall provide the required report, unless a mutually agreeable alternative timeline is established.	Failure to submit the Quality Assurance/Improvement Report by the required date shall result in the Contractor being assessed one hundred dollars (\$100.00) for each Business Day that the Quality Assurance/Improvement Report is not submitted by the Contractor.
18.2 Financial Consequences Report (As described by Table 1, Part B, Section 18., h.)	By the fifteenth (15 th) Calendar Day of each month, the Contractor shall provide the required report, unless a mutually agreeable alternative timeline is established.	Failure to submit the Financial Consequences Report by the required date shall result in the Contractor being assessed one hundred dollars (\$100.00) for each Business Day beyond the required date that the report is not submitted by the Contractor. The Contractor shall be assessed one hundred dollars (\$100.00) for each occurrence where a penalty occurs, and a possible CAP for the Contractor.

19 – SSAE 18 (SOC 1 & SOC 2) Type II Audit

Deliverable and Performance Standard	Due Date or Time Period	Financial Consequences
19.1 Submission of SSAE 18 (SOC 1 & SOC 2) Type II Audit, or mutually agreed upon alternative audit, Report and Contractor’s Self-Assessment Tool (As described by Table 1, Part B, Section 19., a. and c.)	The Contractor shall provide the required report and self-assessment tool within fifteen (15) Business Days of the issuance of a final audit report, unless a mutually agreeable alternative	Failure to submit the SSAE 18 (SOC 1 & SOC 2) Type II Audit, or mutually agreed upon alternative audit report and Contractor’s Self-Assessment Tool by the required date shall result in the Contractor being assessed one hundred dollars (\$100.00) for each Business Day beyond the required date that the audit report or the self-assessment tool is not submitted by the Contractor.

	timeline is established.	Failure to correlate the SSAE 18 (SOC 1 & SOC 2) Type II Audit Report with the Contractor's Self-Assessment Tool and identify any potential impact to the Division will result in the Contractor being assessed five hundred dollars (\$500.00) for each omission.
19.2 Bridge Letter (As described by Table 1, Part B, Section 19., b.)	The Contract shall provide any required Bridge Letter within fifteen (15) Business Days of the issuance of a final audit report, unless a mutually agreeable alternative timeline is established.	Failure to submit a Bridge Letter by the required date shall result in the Contractor being assessed one hundred dollars (\$100.00) for each Business Day beyond the required date that the letter has not been submitted by the Contractor.
19.3 Respond to Division Inquiries (As described by Table 1, Part B, Section 19., d.)	The Contractor shall respond to Division Inquiries with supporting documentation within ten (10) Business Days of the receipt of any inquiry or request, unless a mutually agreeable timeline is established.	Failure to Respond to Division Inquiries by the required date shall result in the Contractor being assessed one hundred dollars (\$100.00) for each Business Day beyond the required date that a response is not submitted by the Contractor.
20 – Pricing Verification PBM Audit		
Deliverable and Performance Standard	Due Date or Time Period	Financial Consequences
20.1 Pricing Verification Sample Transaction Request (As described by Table 1, Part B, Section 20., a.)	Within five (5) Business Days of receipt of request, unless a mutually agreeable timeline is established.	Failure to meet the specified criteria will result in the Contractor being assessed five hundred dollars (\$500.00) for each Business Day until the response is submitted.

<p>20.2 Respond to Division Inquiries (As described by Table 1, Part B, Section 20., b.)</p>	<p>The Contractor shall respond to Division Inquiries within ten (10) Business Days of the receipt of any inquiry or request, unless a mutually agreeable timeline is established.</p>	<p>Failure to Respond to Division Inquiries by the required date shall result in the Contractor being assessed one hundred dollars (\$100.00) for each Business Day beyond the required date that a response is not submitted by the Contractor.</p>
<p>20.3 Provide Additional Documentation, if requested (As described by Table 1, Part B., Section 20., c.)</p>	<p>The Contractor shall provide any Additional Documentation within five (5) Business Days of the receipt of a request, unless a mutually agreeable timeline is established.</p>	<p>Failure to Provide Additional Documentation by the required date shall result in the Contractor being assessed one hundred dollars (\$100.00) for each Business Day beyond the required date that requested Additional Documentation is not submitted by the Contractor.</p>
<p>20.4 Audit Response and CAP (As described by Table 1, Part B, Section 20., d.)</p>	<p>The Contractor shall provide an Audit Response and CAP within ten (10) Business Days of the receipt of a Division audit report, unless a mutually agreeable timeline is established.</p>	<p>Failure to submit an Audit Response or CAP by the required date shall result in the Contractor being assessed one hundred dollars (\$100.00) for each Business Day beyond the required date that the Audit Response or CAP is not submitted by the Contractor.</p>
<p>20.5 Data and Payment Corrections (As described by Table 1, Part B, Section 20., e.)</p>	<p>The Contractor shall provide Data and Payment Corrections within ten (10) Business Days from the date of the receipt of a final audit report, unless a mutually agreeable timeline is established.</p>	<p>Failure to submit Data and Payment Corrections by the required date shall result in the Contractor being assessed one hundred dollars (\$100.00) for each Business Day beyond the required date that corrections are not submitted by the Contractor.</p>

21 – Discount Guarantee True-Up

Deliverable and Performance Standard	Due Date or Time Period	Financial Consequence
21.1 Discount Guarantee True-Up of Drug Pricing and Dispensing Fees (As described by Table 1, Part B, Section 21., a. through c.)	Annually, by the thirtieth (30th) Calendar Day after the end of each contract year, unless a mutually agreeable alternative timeline is established.	Failure to meet the specified criteria will result in the Contractor being assessed one hundred dollars (\$100.00) for each Business Day until the Discount Guarantee True-Up of Drug Pricing and Dispensing Fees is submitted.
21.2 Discount Guarantee True-Up Reimbursement (As described by Table 1, Part B, Section 21., d.)	The Contractor shall annually reimburse the Division for any dollar deficit resulting from a Discount Guarantee True-Up performed for a Contract year, by the thirtieth (30th) Calendar Day after the end of a Contract year, unless a mutually agreeable alternative timeline is established.	Failure to submit a Discount Guarantee True-Up Reimbursement by the required date shall result in the Contractor being assessed one hundred dollars (\$100.00) for each Business Day beyond the required date that any reimbursement is not submitted by the Contractor.

22 – Semi-Annual Stewardship Meetings

Deliverable and Performance Standard	Due Date or Time Period	Financial Consequence
22.1 Semi-Annual Stewardship Meetings (As described by Table 1, Part B, Section 22.)	The Contractor shall provide at least two (2) semi-annual meetings, unless a mutually agreeable timeline is established.	Failure to meet the specified criteria will result in the Contractor being assessed five hundred dollars (\$500.00) for each occurrence when Semi-Annual Stewardship Meetings are not coordinated and conducted.

23 – Ad-Hoc Reports

Deliverable and Performance Standard	Due Date	Financial Consequences
23.1 Ad-Hoc Reports (As described by Table 1, Part B, Section 23., a.)	The Contractor shall provide an Ad-Hoc Report within five (5) Business Days of Division’s request, unless a mutually agreeable timeline is established.	Failure to submit an Ad-Hoc report by the required date shall result in the Contractor being assessed one hundred dollars (\$100.00) for each Business Day beyond the required date that an Ad-Hoc Report is not submitted by the Contractor.

24 – Compliance with DWC

Deliverable and Performance Standard	Due Date	Financial Consequences
24.1 Transaction Adjudication Turnaround (As described by Table 1, Part B, Section 24., d.)	The Contractor shall adjudicate all bills or electronic form equivalents within forty-five (45) Calendar Days of receipt by the Division or agent of the Division.	Failure to adjudicate bills by the required date shall result in the Contractor being assessed for any penalties assessed by the DWC related to the Contractor’s failure to adjudicate by the required date.
24.2 Internal Transaction Processing (As described by Table 1, Part B, Section 24., e.)	The Contractor shall maintain a monthly average processing turnaround time of twenty (20) Calendar Days from the date of receipt by the Contractor to the date of filing with the DWC.	Failure to meet the specified criteria will result in the Contractor being assessed one hundred dollars (\$100.00) for each Calendar Day that the Internal Transaction Processing turnaround time exceeds an average of twenty (20) Calendar Days from the date of receipt by the Contractor to the date of filing with the DWC.

<p>24.3 Correction and Resubmission of Rejections (As described by Table 1, Part B, Section 24., g.)</p>	<p>The Contractor shall continually monitor the DWC CPS and respond via website with Correction and Resubmission of Rejections throughout the Contract term.</p>	<p>Failure to meet the specified criteria will result in the Contractor being responsible for any penalties and fines assessed by DWC for the delay of Correction and Resubmission of Rejections transaction data to DWC.</p>
<p>24.4 DWC Compliance Report (As described by Table 1, Part B, Section 24., h.)</p>	<p>By the fifteenth (15th) Calendar Day of each month, the Contractor shall provide the required report, unless a mutually agreeable alternative timeline is established.</p>	<p>Failure to submit the DWC Compliance Report by the required date shall result in the Contractor being assessed one hundred (\$100.00) for each Business Day beyond the required date that the report is not submitted by the Contractor.</p>
<p>24.5 DWC CPS Monitoring (As described by Table 1, Part B, Section 24., i.)</p>	<p>The Contractor shall continually monitor the DWC CPS and respond via website with concurrences and explanations throughout the Contract term.</p>	<p>Failure to meet the specified criteria will result in the Contractor being assessed fifty dollars (\$50.00) for each DWC CPS Monitoring transaction not responded to by the staging deadline.</p>
<p>24.6 Payment of DWC Penalties and Fines (As described by Table 1, Part B, Section 24., j.)</p>	<p>Upon notification by Division, the Contractor shall pay all fines and penalties assessed by DWC by the date required.</p>	<p>Failure to make Payment of DWC Penalties and Fines by the required date shall result in the Contractor being assessed one hundred dollars (\$100.00) for each Business Day beyond the required date that the penalties and fines remain unpaid.</p>
<p>24.7 Carrier Response to Petitions for Resolution of Reimbursement Disputes (As described by Table 1, Part B, Section 24., k.)</p>	<p>The Contractor shall respond to any Petition for Resolution of Reimbursement Dispute upon receipt by the Division of a Petition for Resolution of Reimbursement Dispute.</p>	<p>Failure to submit a Carrier Response to Petition for Resolution of Reimbursement Dispute shall result in the Contractor being assessed one hundred dollars (\$100.00) for each Business Day beyond the required date that a response is not submitted by the Contractor.</p>

24.8 Reimbursement Dispute Report (As described by Table 1, Part B, Section 24., 1.)	By the fifteenth (15 th) Calendar Day of each month, the Contractor shall provide the required report, unless a mutually agreeable alternative timeline is established.	Failure to submit a Reimbursement Dispute Report by the required date shall result in the Contractor being assessed one hundred dollars (\$100.00) for each Business Day beyond the required date that the report is not been submitted by the Contractor.
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25 – Fraud Investigation/Abuse Report

Deliverable and Performance Standard	Due Date or Time Period	Financial Consequences
25.1 Fraud Investigation/Abuse Report (As described by Table 1, Part B, Section 25., a. and b.)	By the fifteenth (15 th) Calendar Day of each month, the Contractor shall provide the required report, unless a mutually agreeable alternative timeline is established.	Failure to submit the Fraud Investigation/Abuse Report by the required date shall result in the Contractor being assessed one hundred dollars (\$100.00) for each Business Day beyond the required date that the report is not submitted by the Contractor.

26 – Consumer Safety

Deliverable and Performance Standard	Due Date or Time Period	Financial Consequences
26.1 Threat Identification and Division Notification (As described by Table 1, Part B, Section 26., a.)	The Contractor shall notify the Division of any threats to consumers within one (1) Business Day of identifying any safety concern.	Failure to notify the Division as required shall result in the Contractor being assessed one thousand dollars (\$1,000.00) for each occurrence. Failure to identify a potential or immediate threat to consumers will result in the Contractor being assessed one thousand dollars (\$1,000.00) for each occurrence.
26.2 Consumer Safety Report (As described by Table 1, Part B, Section 26., b.)	By the fifteenth (15 th) Calendar Day of each month, the Contractor shall provide the required report unless a mutually agreeable	Failure to submit a Consumer Safety Report by the required date shall result in the Contractor being assessed one hundred dollars (\$100.00) for each Business Day beyond the required date that the report is not submitted by the Contractor.

	alternative timeline is established.	
27 – URAC Accreditation		
Deliverable and Performance Standard	Due Date	Financial Consequence
27.1 URAC Accreditation (As described by Table 1, Part B, Section 27., b.)	The Contractor shall be accredited prior to commencing the delivery of PBM Services and shall maintain accreditation throughout the term of this Contract.	Failure to obtain URAC Accreditation and maintain accreditation as required shall result in the Contractor being assessed one thousand dollars (\$1,000.00) for each Business Day that the Contractor lacks the required accreditation.
28 – Sharing Division Data		
Deliverable and Performance Standard	Due Date or Time Period	Financial Consequences
28.1 Data Sharing Agreements (As described by Table 1, Part B, Section 28., a.)	Upon execution of the Contract, the Contractor shall immediately notify the Division of any existing or future data sharing agreements, unless a mutually agreeable alternative timeline is established.	Failure to immediately notify the Division of any Data Sharing Agreements shall result in the Contractor being assessed ten thousand dollars (\$10,000.00) for each agreement that is not reported by the Contractor.
28.2 Division Notification (As described by Table 1, Part B, Section 28., b.)	Within two (2) Business Days, of intent to share Division data.	Failure to meet the specified criteria will result in the Contractor being assessed ten thousand dollars (\$10,000.00) for each occurrence that Division Notification is not provided.

28.3 Division Reimbursement (As described by Table 1, Part B, Section 28., c.)	The Contractor shall reimburse the Division for all revenue generated during a quarter from the sharing of Division’s data within thirty (30) Calendar Days after the end of the quarter, unless a mutually agreeable alternative timeline is established.	Failure to reimburse the Division by the required date shall result in the Contractor being assessed ten thousand dollars (\$10,000.00) for each occurrence that Division Reimbursement is not provided.
28.4 Data Sharing Quarterly Report (As described by Table 1, part B, Section 28., d.)	By the fifteenth (15th) Calendar Day after the end of each quarter, the Contractor shall provide the required report, unless a mutually agreeable alternative timeline is established.	Failure to submit a Data Sharing Quarterly Report by the required date shall result in the Contractor being assessed one hundred dollars (\$100.00) for each Business Day beyond the required date that the report is not submitted by the Contractor.
29 – Satisfaction Survey		
Deliverable and Performance Standard	Due Date or Time Period	Financial Consequences
29.1 Approval of Survey Process (As described by Table 1, Part B, Section 29., a., i.)	Due date determined during implementation.	Failure to submit the survey process to the Division for approval by the required date shall result in the Contractor being assessed five hundred (\$500.00) for each Business Day beyond the required date that the process is not submitted by the Contractor.
29.2 Satisfaction Survey Report (As described by Table 1, Part B, Section 29., b.)	Annually, due date determined during implementation.	Failure to submit a Satisfaction Survey Report by the required date shall result in the Contractor being assessed five hundred (\$500.00) for each Business Day beyond the required date that the report is not submitted by the Contractor.

		<p>For each criterion with an average rating of less than satisfactory, the Contractor shall be assessed five thousand dollars (\$5,000.00).</p> <p>The Contractor shall be assessed twenty thousand dollars (\$20,000.00) if the average of all criteria is less than satisfactory.</p>
<p>29.3 Division Inquiries Acknowledgement (As described by Table 1, Part B, Section 29., c.)</p>	<p>Within one (1) Business Day of receipt, the Contractor shall provide an acknowledgement to the Division of any inquiries regarding the results of a Satisfaction Survey.</p>	<p>Failure to submit a Division Inquiries Acknowledgement by the required date shall result in the Contractor being assessed one hundred dollars (\$100.00) for each Business Day beyond the required date that the acknowledgment is not submitted by the Contractor.</p>
<p>29.4 Division Inquiries – Written Response (As described by Table 1, Part B, Section 29., d.)</p>	<p>Within three (3) Business Days of acknowledgement, the Contractor shall provide a written response to inquiries made by the Division regarding the results of the Satisfaction Survey.</p>	<p>Failure to submit a Division Inquiries – Written Response by the required date shall result in the Contractor being assessed one hundred dollars (\$100.00) for each Business Day beyond the required date that the response is not submitted by the Contractor.</p>
30 – Subcontractors		
Deliverable and Performance Standard	Due Date or Time Period	Financial Consequence
<p>30.1 Subcontractor Monitoring and Subcontractor Monitoring Report (As described by Table 1, Part B, Section 30., c. and d.)</p>	<p>The Contractor shall monitor the performance of any subcontractor continuously throughout the Contract term.</p>	<p>The Contractor shall be assessed five hundred dollars (\$500.00) for each incidence of the Contractor failing to appropriately monitor a Subcontractor.</p>

	By the fifteenth (15 th) Calendar Day of each month, the Contractor shall provide the required report, unless a mutually agreeable alternative timeline is established.	Failure to submit the Subcontractor Monitoring Report by the required date shall result in the Contractor being assessed five hundred dollars (\$500.00) for each Business Day beyond the required date that the report is not submitted by the Contractor.
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31 – Corrective Action Plans (CAP)

Deliverable and Performance Standard	Due Date or Period	Financial Consequences
31.1 Acknowledgement of CAP (As described by Table 1, Part B, Section 31., a.)	Within one (1) Business Day, the Contractor shall acknowledge receipt of notification from the Division that a CAP is required.	Failure to submit an Acknowledgement of CAP by the required date shall result in the Contractor being assessed five hundred dollars (\$500.00) for each Business Day beyond the required date that an acknowledgement is not submitted by the Contractor.
31.2 Completion and Submission of CAP (As described by Table 1, Part B, Section 31., b.)	The Contractor shall complete and submit a CAP within ten (10) Business Days of an acknowledgement of notification from the Division.	Failure to complete and submit a CAP by the required date shall result in the Contractor being assessed ten thousand dollars (\$10,000.00) for each Business Day beyond the required date that a CAP is not submitted by the Contractor.
31.3 Implementation of CAP (As described by Table 1, Part B., Section 31., c.)	The Contractor shall implement a CAP within the time frame approved by the Contract Manager and specified in the CAP.	Failure to implement a CAP within the required time frame shall result in the Contractor being assessed five thousand dollars (\$5,000.00) for each Business Day that the CAP is not implemented by the Contractor.
31.4 Reporting Results of CAP (As described by Table 1, Part B, Section 31., e.)	The Contractor shall report the results of a CAP to the Division within the time frame approved	Failure to report the results of a CAP within the required time frame shall result in the Contractor being assessed ten thousand dollars (\$10,000.00) for each

	by the Contract Manager and specified in the CAP.	Business Day that the results are not reported by the Contractor.
32 – Transition and Close Out		
Deliverable and Performance Standard	Due Date or Time Period	Financial Consequences
32.1 Transition Plan (As described by Table 1, Part B, Section 32., a.)	The Contractor shall, upon notification by the Division, submit a Transition Plan to the Division for approval. The due date for the submission of a Transition Plan shall be determined by the Division.	Failure to submit a Transition Plan by the required date shall result in the Contractor being assessed ten thousand dollars (\$10,000.00) for each Business Day beyond the required date that the Transition Plan is not submitted by the Contractor.
32.2 Final Deliverables Reports (As described by Table 1, Part B, Section 32., b.)	The Contractor shall provide any final reports, required by this SOW, by the date specified in the Transition Plan and approved by the Division.	Failure to submit any Final Deliverables Reports by the required date shall result in the Contractor being assessed five hundred dollars (\$500.00) for each Business Day beyond the required date that the final report is not submitted by the Contractor.
32.3 Payment Receipt Acknowledgement (As described by Table 1, Part B, Section 32., c.)	The Contractor shall acknowledge receipt of any final payment made by the Division within one (1) Business Day of receiving final payment.	Failure to submit a Payment Receipt Acknowledgement by the required date shall result in the Contractor being assessed five hundred dollars (\$500.00) for each Business Day beyond the required date that Payment Receipt Acknowledge is not submitted by the Contractor.

<p>32.4 Return of Division Property (As described by Table 1, Part B, Section 32., d.)</p>	<p>The Contractor shall return any non-expendable property to the Division, by the date specified in the Transition Plan and approved by the Division.</p>	<p>Failure to Return Division Property by the required date shall result in the Contractor being assessed five thousand dollars (\$5,000.00) for each Business Day beyond the required date that any property is not returned to the Division.</p>
<p>32.5 Data Transfer (As described by Table 1, Part B, Section 32., e.)</p>	<p>The Contractor shall transfer claimant data to the Division by the date specified in the Transition Plan and approved by the Division.</p>	<p>Failure to perform the Data Transfer by the date required shall result in the Contractor being assessed five thousand dollars (\$5,000.00) for each Business Day beyond the required date that the Data Transfer is not performed by the Contractor.</p>
<p>32.6 Data Destruction (As described by Table 1, Part B, Section 32., f.)</p>	<p>The Contractor shall destroy copies of the Division's data by the date specified in the Transition Plan and approved by the Division.</p>	<p>Failure to complete the Data Destruction by the required date shall result in the Contractor being assessed five hundred dollars (\$500.00) for each Business Day beyond the required date that Data Destruction has not been completed.</p>
<p>32.7 Final Reimbursement (As described by Table 1, Part B, Section 32., g.)</p>	<p>The Contractor shall reimburse the Division for all outstanding financial consequences and any other pending invoices by the date specified in the Transition Plan and approved by the Division.</p>	<p>Failure to meet the specified criteria will result in the Contractor being assessed five hundred dollars (\$500.00) for each Business Day until the Final Reimbursement is submitted.</p>
<p>32.8 Security Close-Out Certification (As described by Table 1, Part B, Section 32., h.)</p>	<p>The Contractor shall certify that it has completed all security transition and close-out processes by the date specified in the Transition Plan and approved by the Division.</p>	<p>Failure to submit the Security Close-Out Certification by the required date shall result in the Contractor being assessed five thousand dollars (\$5,000.00) for each Business Day beyond the required date that the Certification is not submitted by the Contractor.</p>

6. DEPARTMENT RESPONSIBILITIES.

6.1 Services to be Provided by the Department

To assist in the successful completion of the Contract services, the Department will:

- a. review reports and other documentation submitted by the Contractor;
- b. provide clarification to the Contractor, as needed, regarding DRM operations, directives, and policies; and
- c. perform regular monitoring and feedback regarding the Contractor's Contract performance through review and approval of performance related reports, site visits, claim audits, and general oversight to ensure adherence to Contract terms.

7. PAYMENT PROVISIONS.

7.1 Compensation:

This is both a fixed rate and fixed fee contract. Except as otherwise provided in this SOW, the Contractor shall be compensated in accordance with Attachment 3, Price Response.

7.2 Expenses:

The Department will not compensate the Contractor for any of its expenses, including travel expenses.

8. MISCELLANEOUS CONTRACT TERMS.

8.1 PUR 1000:

The following provisions found in Attachment 4, PUR 1000, are not applicable to this Contract:

- Section 2. Purchase Orders;
- Section 3. Product Version;
- Section 4. Price Changes Applicable only to Term Contracts subsections (b), Best Pricing Offer and (e), Equitable Adjustment;
- Section 5. Additional Quantities;
- Section 6. Packaging;
- Section 8. Safety Standards;
- Section 11. Transportation and Delivery;
- Section 12. Installation;
- Section 13. Risk of Loss;
- Section 20. Limitation of Liability;
- Section 27. Purchase Order Duration;
- Section 29. Assignment;
- Section 31. Dispute Resolution;
- Section 32. Employees, Subcontractors, and Agents;
- Section 39. Leases and Installment Purchases; and
- Section 43. Cooperative Purchasing.