

Pharmacy Provider Manual

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Definitions

340B Laws means all applicable Federal and State Laws, regulations, guidance, and notices relating to the 340B Program, as well as Federal and State anti-kickback and self-referral Laws and State and local pharmacy practice and licensing Laws.

340B Program means the drug-pricing program implemented under Section 340B of the Public Health Services Act¹, as amended and related guidance and notices issued by HRSA and OPA, under which manufacturers that sell Covered Outpatient Drugs to Covered Entities at prices that do not exceed a statutorily determined price.

340B Pharmacy Services means the comprehensive pharmacy services provided to patients.

Agreement means the contractual agreement between Navitus and a Provider, including a chain or pharmacy services administration organization, to provide Covered Products to Members including all addendums, exhibits, and other letters of understanding.

Assisted Living Facility means a system of housing and limited care that is designed for senior citizens who need some assistance with daily activities but do not require care in a nursing home.

Average Wholesale Price (AWP) means the average wholesale price for a given pharmaceutical product in effect in Navitus' systems on the date the prescription was dispensed, as published by Medi-Span or another national drug database reporting service subscribed to by Navitus and updated both daily and weekly in Navitus' claims processing system.

Calculated Price means the applicable reimbursement formula with respect to a Prescription Drug that is a Covered Product as set forth in each network addendum, including Part D Drugs, as agreed to by Participating Pharmacy for reimbursement on behalf of Participating Pharmacy Locations in connection with this Agreement.

Clean Claim means a claim, which contains all pertinent information necessary for submission and passes all adjudication edits, in accordance with the standards of the National Council for Prescription Drug Programs (NCPDP). A Clean Claim will have no defect or impropriety, including a lack of required substantiating documentation, or circumstances requiring special treatment that prevents timely payments from being

¹ 42 USC §256b

made on the claim.²

Clerical error means a discrepancy such as a typographical error by the pharmacy that does not result in financial or other harm to the member or payor.

Coordination of Benefits (COB) and Subrogation means Participating Pharmacy agrees to cooperate with Navitus in the effective implementation of COB and subrogation programs, including, but not limited to, online adjudication for COB claims.

Copayment, Coinsurance or Deductible means the amount of money a Member is required to pay Participating Pharmacy for Covered Products in accordance with that Member's Plan Specifications and the terms of the Agreement.

Cost Sharing Amount means such Copayment, Coinsurance, Deductible, or other Cost Sharing Amount to be paid by a Medicare Member for Part D Drugs in accordance with Medicare Plan Specifications and the Medicare Modernization Act.

Covered Entity means a covered entity as defined under 42 USC §256b(a)(4)(A)-(M) and meeting the requirements under 42 USC §256b(a)(5)(A)-(D).

Covered Outpatient Drugs means the 340B products defined in Section 1927(i) of the Social Security Act (42 USCS §139(r)-8(k)(2)).

Covered Pharmacy Service(s) means, with respect to Participating Pharmacy, the dispensing of Covered Products, Part D Drugs, and the provision of other related services, which a Member is entitled to receive, and for which the appropriate Payor is obligated to pay, pursuant to applicable Plan Specifications and Agreement.

Days' Supply means the number of days the dispensed quantity of a covered product is expected to last. The Days' Supply is calculated as the quantity dispensed divided by the number of units used each day as directed by the prescribing Prescriber's direction for use and shall be subject to each Payor's Plan Specifications. Participating Pharmacy for purposes of calculation of Copayment, Coinsurance or Deductible must submit via On-Line Adjudication Processing the accurate number of Days' Supply of a covered product dispensed to Member.

² WAC 284-43-321(3)

Dispensing Fee means the amount, if applicable, to be funded by the appropriate Payor and remitted by Navitus to Participating Pharmacy for dispensing each covered product to a Member, which may be a part of the Calculated Price as set forth in each applicable network addendum.

Drug Enforcement Administration (DEA) means a Federal Law enforcement agency, under the United States Department of Justice, tasked with combating drug smuggling and use within the United States.

Drug Utilization Review (DUR) means a review of drugs used in a population to determine effectiveness, potential dangers, problems with drug interaction, cost savings and other issues.

Employee Retirement Income Security Act (ERISA) is a Federal Law that sets minimum standards for most voluntarily established pension and health plans in private industry to provide protection for individuals in these plans.

Exclusion Lists means those lists administered by the Office of Inspector General (OIG) and the General Services Administration (GSA), which includes the System for Awards Management (SAM) list and any State-specific exclusion lists. This also includes exclusion lists administered by State healthcare programs including but not limited to Medicaid. The lists provide information to the health care industry, patients and the public regarding individuals and entities currently excluded from participation in Medicare, Medicaid and all other Federal health care programs.

Force Majeure A party shall not be deemed to have breached this Agreement if its delay or failure to perform all or any part of its obligations hereunder results from a condition beyond its reasonable control, including without limitation, acts of God or the public enemy, flood or storm, strikes, riots, terrorist acts, war or other outbreak of hostilities, natural disaster, power or communication line failure, statute, or rule or action of any Federal, State or local government agency.

Formulary means a list of preferred prescription medications. The formulary is developed, published, and periodically revised by Navitus' Pharmacy and Therapeutics Committee or a Payor.

Fraud, Waste and Abuse (FWA) means³:

Fraud: an intentional act of deception, misrepresentation, or concealment in order to gain something of value.

Waste: over-utilization of services (not caused by criminally negligent actions) and the misuse of resources.

Abuse: excessive or improper use of services or actions that is inconsistent with acceptable business or medical practice. Refers to incidents that, although not fraudulent, may directly or indirectly cause financial loss.

General Services Administration (GSA) administers the System for Award Management (SAM), which contains debarment actions taken by various Federal agencies, including exclusion actions taken by the OIG. You may access SAM at [SAM.gov](https://sam.gov) | [Data Services](#).

HHS means the United States Department of Health and Human Services.

HIPAA means the Health Insurance Portability and Accountability Act of 1996 as amended and successor rules as amended that apply privacy, security and standard transaction rules and regulations⁴⁵⁶ to protected health information (PHI).

HIPAA Compliance means the parties agree to execute such other Documents or amendments hereto and take such other actions as may be necessary to comply with applicable Law, including, but not limited to, the HIPAA Rules.

HIPAA Rules mean the medical records privacy, security and standard transaction rules and regulations.⁷⁸⁹

³ 42 CFR Section 423.504(b)(vi) and 422.503 (b)(4)(vi)

⁴ 45 CFR Parts 160, 162 and 164 and successor guidance and regulations

⁵ Health Information Technology for Economic and Clinical Health (HITECH) Act, Title XIII of the American Recovery and Reinvestment Act of 2009

⁶ HIPAA Omnibus Rule of 2013

⁷ 45 CFR Parts 160, 162 and 164 and successor guidance and regulations

⁸ Health Information Technology for Economic and Clinical Health (HITECH) Act, Title XIII of the American Recovery and Reinvestment Act of 2009

⁹ HIPAA Omnibus Rule of 2013

Home Infusion means the administration of covered Part D Drugs using intravenous, subcutaneous, and epidural routes (into the bloodstream, under the skin or into the membranes surrounding the spinal cord).

HRSA means the Health Resources and Services Administration of HHS.

Law means any Federal, State, or local Law, ordinance, rule, regulations or judicial or administrative interpretation thereof.

LTC Facility or LTC Facilities means a skilled nursing facility as defined in Section 1819(a) of the Social Security Act or a medical institution or nursing facility for which payment is made for an institutionalized individual.¹⁰ "LTC Facility" does not include an assisted living facility, an independent living facility, a congregate care retirement community, an inpatient hospice, a group home, or other residential setting for the care of the elderly or disabled, which in each case manages the distribution of medications to its residents using a unit dose or other specialized medication packaging and administration system.¹¹

Managed Care Organization (MCO) means a company subject to State insurance Laws, which uses a method of health care delivery that focuses on collaboration among and coordination of all services to avoid overlap, duplication, and delays and to reduce costs. These companies agree to provide most Medicaid benefits to people in exchange for a monthly payment from the State.

Maximum Allowable Cost (MAC) means the compensation level established and modified by Navitus in its discretion from time to time.

Medicare Modernization Act means the Medicare Prescription Drug, Improvement, and Modernization Act of 2003,¹² codified in Sections 1860D-1 through 1860D-41 of the Social Security Act, and its implementing regulations.

Members means individuals, including Medicare Members, covered under a Payor's plan.

National Council for Prescription Drug Programs (NCPDP) means the organization responsible for procuring standardization in the exchange of healthcare information

¹⁰ Section 1902(q)(1)(B) of the Social Security Act

¹¹ NCPDP field 384-4X

¹² Sections 1860D-1 through 1860D-41 of the Social Security Act, and its implementing regulations

across multiple stakeholders within the healthcare and pharmaceutical industry.

National Drug Code (NDC) means a unique numeric identifier assigned to each product.¹³

Network Pharmacy(ies) means the pharmacies that have entered into Participating Pharmacy Agreements with Navitus to provide Covered Pharmacy Services to Members.

National Plan & Provider Enumeration System (NPPES) means the organization responsible for assigning standard unique identifiers for health care providers and health plans.

National Provider Identifier (NPI) means the 10 digit unique identifier assigned through the National Plan & Provider Enumeration System (NPPES), or its successor or another NPI reporting service used by Navitus.

Office of Inspector General (OIG) means the Federal government entity dedicated to combating fraud, waste, and abuse and to improving the efficiency of Health and Human Service (HHS) programs. This entity is also responsible for administering the List of Excluded Individuals/Entities (LEIE).

Online Adjudication Processing means the electronic transmission of Prescription Drug claims from Participating Pharmacy to Navitus in compliance with the current transaction standards as of the date of service set forth in applicable Law including the HIPAA Rules. In turn, Participating Pharmacy receives electronic messaging information which includes, but is not limited to, eligibility and coverage determination, and applicable Deductibles, Coinsurance and Copayments.

Office of Pharmacy Affairs of HHS (OPA) means the primary organization responsible for the administration of the 340B Drug Pricing Program.

¹³ Section 510 of the US Federal Food, Drug and Cosmetic Act

Overpayment means the amount of money received for Covered Pharmacy Services by a Participating Pharmacy in excess of the Calculated Price less applicable Coinsurance, Copayment, Deductible, or the amount of money paid for on behalf of a member determined not eligible on the date of service or for non-Covered Pharmacy Services. For purpose of clarification, any determination that a Member was not eligible to receive benefits under the applicable Plan, even if such determination is made after the date of On-Line Adjudication, may result in a payment being deemed an Overpayment.

Payor means an employer, government or governmental authority, health maintenance organization, insurance company, managed care organization, preferred provider organization, self-funded plan, or group, third party administrator or any other entity or individual responsible for funding payments of Covered Pharmacy Services and has selected one or more of Navitus' networks.

Pharmacy Care Incentive Program (PCI) means one or more reimbursement incentives to a Pharmacy for cognitive services provided to Members.

Plan Specification means the coverages, exclusions, and limitations of Covered Products under a Payor's health benefit plan, as may be identified through an On-Line Adjudication Processing of Covered Products; excluded items; applicable Coinsurance, Copayment and Deductible amounts; benefit maximums; and other items in connection with a particular Plan Specification required by a Payor.

Part D Plan Sponsor means a nongovernmental entity that is certified as meeting the requirements and standards that apply to entities that offer Medicare Part D plans.¹⁴

Part D Plan means Prescription Drug coverage that is offered under a policy, contract, or plan that has been approved¹⁵ and that is offered by a PDP sponsor that has a contract with the Centers for Medicare and Medicaid Services that meets the contract requirements.¹⁶

Prescriber means a physician or other health provider licensed in the state where the prescription is issued and who is authorized by Law to prescribe medication, devices and/or supplies to individuals, including Medicare Members.

¹⁴ 42 CFR 417.472, 42 CFR Part 423 or 42 CFR Part 422

¹⁵ 42 CFR 423.272, 42 CFR 422.502 or 42 CFR 417.472

¹⁶ Subpart K of 42 CFR Part 423 or subpart K of 42 CFR Part 422

Preclusion means a pharmacy or provider who is not enrolled with Medicare or who has been removed from Medicare participation due to enrollment violations.

Preferred Drug List (PDL) means a list of preferred drugs comprised of various therapeutic classes.

Prescription Drugs means Federal legend drugs requiring a prescription and all Compounded Prescription Drugs pursuant to federal and/or state Law. Bulk chemicals, medical food supplements, and nutritional additives not approved for dispensing by prescription are not considered federal legend drugs.

Prescription Drug Pricing Standard means any methodology or formula for varying the pricing of a drug or drugs during the term of a pharmacy reimbursement contract that is based on the cost of a drug, which includes, but is not limited to, drug pricing references and amounts that are based upon Average Wholesale Price, Wholesale Acquisition Cost, average manufacturer price, average sales price, Maximum Allowable Cost, or other cost, whether publicly available or not.

Protected Health Information (PHI) means individually identifiable health information related to the past, present, or future physical or mental health or condition of a Member; the provision of health care to a Member; or the past, present or future payment for the provision of health care to a Member, as more fully defined in the HIPAA Rules or otherwise deemed confidential under federal or state Law.

Participating Provider/Pharmacy means an entity licensed to dispense Covered Pharmacy Services and contracted with Navitus Health Solutions to provide Covered Pharmacy Services.

Risk Evaluations and Mitigation Strategy (REMS) means a strategy to manage a known or potential serious risk associated with a drug or biological product.

Skilled Nursing Facility means a health-care institution that meets Federal criteria for Medicaid and Medicare reimbursement for nursing care including especially the supervision of the care of every patient by a Prescriber, the employment full-time of at least one registered nurse, the maintenance of records concerning the care and condition of every patient, the availability of nursing care 24 hours a day, the presence of facilities for storing and dispensing drugs, the implementation of a utilization review plan, and overall financial planning including an annual operating budget and a three-year capital expenditures program.

Unbreakable package, also referred to as a unit-of-use package, means a prescription medication that contains a quantity designed and intended to be dispensed directly to a Member without modification except for the addition of a pharmacy prescription label.

Usual and Customary Price means the retail price charged by the dispensing Participating Pharmacy Location for a particular Prescription Drug in a cash or uninsured transaction, on the date such Prescription Drug is dispensed by such Participating Pharmacy Location exclusive of sales tax, but including any discounts provided for prescription drug savings card or other similar discounts claimed.

Wholesale Acquisition Cost (WAC) means the price of a prescription product the drug manufacturer charges a wholesaler or direct purchaser. It is the manufacturer's price of a prescription product before any pricing adjustments.

Navitus Contact Information

Pharmacy Help Desk:

Assists Participating Pharmacies with claim processing for Navitus members across all lines of business Available 24 hours a day, 7 days a week, 365 days a year

Commercial Pharmacy Help Desk 844-268-9789
(or the toll-free number on the back of the pharmacy benefit card)

Discount Card Help Desk (Mon.-Fri., 8:30 a.m.–5:00 p.m., CST) 866-809-9382

Website: www.navitus.com

Medicaid Help Desk (refer to each state section for details)

Website: www.navitus.com

Medicare Part D Pharmacy Help Desk 866-270-3877

Website: www.medicarerx.navitus.com

Pharmacy Provider Services:

Available to assist with credentialing, contracts, reimbursement, network set-up, MAC and pricing research (8:00 a.m.–5:00 p.m., M-F, CST)

Contracting... 608-298-5775

Email: providerrelations@navitus.com

Fax 608-298-5875

Credentialing 608-298-5776

Email: credentials@navitus.com

Fax 608-298-5876

Payment 608-298-5777

Email: payments@navitus.com

Pricing Research 608-298-5778

Email: pricingresearch@navitus.com

Fax 608-298-5878

Prior Authorizations:

Commercial 866-333-2757

(or the toll-free number on the back of the Member's pharmacy benefit card)

Website: www.navitus.com

Medicare Part D 866-270-3877

Website: www.navitus.com

Medicaid (please refer to each state section for details)

Audit Department:

Direct Line (Appleton) 920-221-4100

Fax 866-595-0357 or 920-221-4600

Report Fraud, Waste and Abuse

Dial Anonymous Hotline 855-673-6503

Email: SIU@navitus.com

Navitus Communications

Navitus strives to ensure its Participating Pharmacies are informed of information that may affect their businesses. Below are various methods of communication we use:

- **Bulletins/Fax Blasts:** We use this form of communication when there is a unique issue or area of concern for which pharmacies need to be aware. This information may be sent comprehensively to all pharmacies or to the affected localized area.
- **Emails/Telephonic:** Our exceptional Customer Service Department is available to pharmacies, pharmacists, and corporate offices. We are available for direct, personalized support via telephone or email, whichever is most convenient for the pharmacy.
- **Newsletter:** Our priority is to ensure participating pharmacies are kept informed on current and prospective circumstances. All Participating Pharmacies have access to our quarterly Pharmacy Newsletter. The newsletter is provided via fax or email and is available on our website.
- **Payor Sheet:** Payor sheets are available on our website, making it easy to accurately process claims.
- **Pharmacy Provider Manual:** Navitus' Pharmacy Provider Manual is located on our website. The manual enables pharmacies to process claims correctly and guides pharmacies on how to obtain authorizations, request pricing research, respond to audits, etc.
- **Point-of-Sale (POS) Messaging:** We employ a POS system that informs the pharmacy of issues concerning the claim.
- **Website** (www.navitus.com): The Navitus website is accessible 24/7 and includes the latest bulletins and newsletters, along with a wealth of information to aid pharmacies. The website is a valuable resource for participating pharmacies that includes the most up-to-date policies and procedures, guidance, formulary, and forms necessary to provide Covered

Pharmacy Services to Members.

All information and materials provided by Navitus (including without limitation, contracts, fee schedules, policies and procedures, and any pharmacy procedures manual) shall remain the sole and exclusive property of Navitus. The Participating Pharmacy shall not disclose or permit the disclosure of any or such information or materials or use them except as provided in this Agreement. This provision shall survive the expiration or termination of this Agreement for any reason whatsoever.

Rights And Responsibilities

Navitus' Customer Care Responsibilities

The cornerstone of Navitus' Customer Care is consistent and high-touch service, well-trained and knowledgeable staff, and timely responses. We strive to resolve each call correctly, completely, and professionally during one call. The first time. Our relentless pursuit of superior customer service is what sets us apart from the competition.

Care Commitment to Participating Pharmacies—We will:

- be **responsive** to the pharmacy's needs
- be **respectful** of our pharmacies at all times
- be **realistic** about what we can or cannot do
- **resolve** each pharmacy issue in a timely manner
- take **responsibility** for our pharmacy relationships

Navitus devotes multi-disciplinary teams of individuals who are available to assist Participating Pharmacies with the coordination of day-to-day functions. See contact information.

Confidentiality and Proprietary Rights

Member information related to Covered Pharmacy Services and other records that identify a Member shall be treated by the Participating Pharmacy as confidential and proprietary. All materials that relate to Navitus' pricing, contracts, programs, services, business practices and procedures are proprietary and confidential. The Participating Pharmacy must maintain the confidential nature of such materials and return them to Navitus upon termination of the Agreement.

Pharmacy Rights

- To be treated with respect and dignity
- To receive prompt and courteous responses to inquiries
- To receive timely communications from Navitus regarding information that affects pharmacy services
- To expect timely reimbursement for covered drug products and services
- To express a complaint and receive a response within a reasonable amount of time
- To expect confidentiality regarding business and credentialing documents
- A dispensing pharmacist is under no obligation to dispense a prescription, which, in his/her professional opinion, should not be dispensed

Pharmacy Responsibilities

Compliance

- Comply with the Laws and provide services compliant with the highest standards
- Pharmacies offering digital information, ordering, or contact via websites, documents, and apps should ensure those services are accessible to people regardless of disability by conformance to Web Accessibility Content Guidelines (WCAG) 2.1 AA. Digital widgets and/or overlay products are not an acceptable alternative to native conformance. Comply with all Laws regarding the confidentiality, privacy, security and disclosure of medical records or other health and enrollment information, including, but not limited to the HIPAA Rules; (b) with respect to a Member's information, maintain procedures that specify how and why information is used within the organization and to whom and for what purposes information is disclosed outside the organization; (c) ensure that medical information is released in accordance with applicable Law, including but not limited to, court orders and subpoenas; (d) maintain such records and information in an accurate and timely manner; and (e) ensure timely access by Members to the records and information that pertain to them.^{17 18}
- Comply with the policies and procedures of the Payors, their Plan Specifications and those rules and regulations published by Navitus from time to time in publications such as, but not limited to, Navitus' Pharmacy Provider Manual, Navitus' Pharmacy Bulletins, Navitus' Pharmacy Newsletter and Navitus' website, [Pharmacy Portal - Home \(navitus.com\)](https://navitus.com).
- Maintain and enforce comprehensive policies and procedures for operation
- Treat Navitus Documents that relate to pricing, contracts, programs, services, and business practices as proprietary and confidential
- Monitor your state PDMP program (if applicable) as part of your FWA process to limit improper claims associated with member or prescriber behaviors evident in the PDMP.

¹⁷ HIPAA Privacy Guidance - [Guidance Materials | HHS.gov](https://www.hhs.gov/hipaa/for-professionals/privacy/guidance/)

¹⁸ HIPAA Security Guidance – [Security Rule Guidance Material | HHS.gov](https://www.hhs.gov/hipaa/for-professionals/security/guidance/)

Filling/Dispensing Prescriptions

- Fill prescriptions per the Prescriber's directions
- Coordinate with the prescribing Prescriber
- Assure the authenticity of the Prescription Drug order
- Seek to prevent Prescription Drug orders from being filled by multiple pharmacies
- Ensure reasonable verification of the identity of the Member, Prescriber, and, if appropriate, caregiver including member's personal representative
- Verify with appropriate facility the patient's residence and bill applicable Patient Residence Code (PRC)
- Ensure Members receive all medications for which they are eligible
- Coordinate benefits when a Member also receives Medicare Part D services or other insurance benefits
- Inform Members or caregivers about drug recalls
- Provide instructions to the Member regarding storage, dosing, side effects, potential interactions, and use of the medication dispensed in accordance with professional practice guidelines
- Collect from the Member the amount, which is lesser of the applicable Coinsurance, Copayment, Deductible, Usual and Customary Price or Calculated Price
- In the event the Usual and Customary Price and the Calculated Price are both less than the applicable Coinsurance, Copayment or Deductible, Participating Pharmacy shall accept the lesser of the Usual and Customary Price or the Calculated Price as payment-in-full for such Covered Product claim
- Maintain the pharmacy Location and equipment in first-class condition
- Submit claims electronically, at the point of sale, only for the Member for whom the Prescriber wrote the prescription
- Maintain prescription error prevention measures and maintain an incident record of all actual and potential injuries as a result of dispensing errors
- Ensure that medications and devices are maintained within appropriate temperature, light and humidity standards during storage and shipment
- Utilize accurate NPI numbers that correctly correspond to the Participating Pharmacy and Prescriber in the correct NCPDP data fields

Medications/Contra-Indications

- Conduct prospective drug utilization review at point of sale
- Pharmacies should adhere to State-specific Laws for Generic substitution. Display all DUR alerts to the dispensing pharmacist and respond to all online edits and ensure, per OBRA 1990 Law, that prescriptions for covered outpatient drugs are appropriate, medically necessary, and not likely to result in adverse medical results
- Take appropriate action and report suspected adverse drug reactions and errors

Member Service

- Provide Members the same quality pharmacy services, including, but not limited to, consultative services as required by Law, as it provides Participating Pharmacy's other customers
- Ensure Members receive equal treatment, access, and rights without regard to race, color, gender, religion, national origin, or any other basis forbidden by Law. Participating Pharmacies shall make available or arrange language assistance (i.e., interpreters and/or language- appropriate written materials) to Members with limited English proficiency (LEP)
- Participating Pharmacies must be compliant with applicable access standards related to the Americans with Disabilities Act of 1990 (or its successor)
- Educate Members and caregivers about the appropriate means to dispose of expired, damaged and unstable medications

Participating Pharmacies are Prohibited from:

- Serving as an appointed representative of a member for purposes of grievance or appeals related to non-covered drugs or prior authorization denials. Participating Pharmacies and pharmacists may submit information in support of a grievance or appeal. However, direct submission or appeal by the Participating Pharmacy may be a conflict of interest or create an inappropriate relationship between the pharmacy and member
- Using waivers, discounts, reductions, or increases to Cost-sharing
- Billing, charging, collecting a deposit from, seeking compensation, remuneration, or reimbursement from, or having any recourse against, a Member or other persons acting on their behalf other than Payor, for services provided pursuant to the Agreement

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- This provision shall not prohibit collection of Deductibles, Copayments, Coinsurance, and/or non-covered services, which have not otherwise been paid by a primary or secondary carrier in accordance with regulatory standards for coordination of benefits, from Members in accordance with the terms of the Member's Plan Specifications.¹⁹
 - Collection from the Member for sums owed by Navitus or Payor. Participating Pharmacy and its agents, trustees, or assignees may not maintain any action against a Member to collect sums owed by Navitus and/or Payor²⁰ during the term and following any contract termination²¹
 - Billing the Member for covered services (except for Deductibles, Copayments, or Coinsurance) where payment is denied because Participating Pharmacy has failed to comply with the terms or conditions of the Contract or this manual²²
 - Refusing to provide services to Members due to reimbursement dispute or any other financial concern as set forth in addenda or amendments to this Agreement
 - Charging the Member costs above Usual and Customary or retail pricing
 - Charging in excess of what Navitus returns in the claim response

Maintenance of Records

Pharmacy must obtain and maintain accurate, complete, up-to-date, and otherwise in conformance with generally accepted standards and good pharmacy practice, all Documents and records related to the provision of Prescription Drug Benefits to Members. Such Documents²³ and records include, but are not limited to:

- Original prescriptions
- Signature and/or electronic tracking logs
- Daily prescription logs
- Wholesaler, manufacturer, and distributor invoices
- Refill information
- Prescriber information
- Patient profiles/doctor orders

Participating Pharmacy agrees in accordance with applicable Law, Navitus, its Payors,

¹⁹ RCW 48.44.202(4)(a) and (b); RCW 48.46.243(4)

²⁰ RCW 48.44.202(4)(a) and (b); RCW 48.46.243(4)

²¹ WAC 284-43-320(2)(e)

²² WAC 284-43-320(2)(d)

²³ WAC 284-43-320(6)

HHS,²⁴ State Authorities, the Comptroller General and/or any of their designees shall have the right to inspect, evaluate and audit any and all Documents: (a) related to the contract between CMS and any Payor; (b) related to the services performed or determination of amounts payable under these terms; (c) as the Secretary of HHS, any Payor or Navitus may deem necessary to enforce these terms; (d) related to quality of care or investigating the grievances or complaints of Members,²⁵ and (e) related to the performance of these terms and services performed on behalf of a Medicare Member.

Participating Pharmacy agrees to maintain all such Documents related to the services contemplated by these terms for a period of not less than ten (10) years from the expiration or termination of these terms²⁶ or from the completion of any audit contemplated by these terms or as required by Law, whichever is later unless: (i) CMS or Navitus determines there is a special need to retain a particular Document or group of Documents for a longer period and notifies Participating Pharmacy before the normal disposition date of such Documents; (ii) there is a termination, dispute or allegation of fraud or similar fault, in which case the retention may be extended by CMS or Navitus to six (6) years from the date of any resulting final resolution of the termination, dispute, or fraud or similar fault; or (iii) CMS or Navitus determines that there is a reasonable possibility of fraud or similar fault, in which case CMS or Navitus may inspect, evaluate and audit Participating Pharmacy. Participating Pharmacy is required to maintain prescription records in their original format for the greater of three (3) years or the period required by State Laws and allow those records to be transferred to an electronic format that replicates the original prescription for the remaining seven (7) years of the ten (10) year record retention requirement.

Navitus Provider Requirements

Requirements may vary based on state or payor; please see state-specific sections for additional details.

Participating Pharmacy Qualifications

Participating Pharmacy represents and warrants that Participating Pharmacy and each of its Locations:

(a) has the capability to provide the Covered Pharmacy Services to Members in a timely

²⁴ 42 CFR §423.505(i)

²⁵ WAC 284-43-320(6)

²⁶ 42 CFR § 423.505(d)

and efficient manner; and

(b) satisfies and complies with and shall continue to satisfy and comply with all provisions of these terms.

Participating Pharmacy further represents and warrants as follows:

(a) each Location is and shall be able to transmit claims by real time, point-of-sale, On-Line Adjudication Processing and receive from Navitus communications via such On-Line Adjudication Processing;

(b) Participating Pharmacy and each Location do and shall possess adequate, appropriate and necessary computer (including all hardware and software), intranet, internet, telecommunications, voice, information, data, database and technology systems, trained and licensed personnel and operational processes, procedures and protocols to participate in Navitus' respective Plan networks on behalf of Payors and to furnish Covered Pharmacy Services to Members in an orderly, efficient, professional and competent manner;

(c) Each Location is and shall be capable of processing all electronic or other transactions as a result of Covered Pharmacy Services in compliance with all applicable Laws and Medicare program requirements.²⁷

Navitus deems retail participating pharmacies as pharmacies servicing in a local area. Requirements may vary based on state or payor; please see state-specific sections for additional details.

Navitus does not recognize a place of consignment or other remote inventory arrangement at a non-pharmacy outpatient location from which medication or supplies of the Participating Pharmacy are dispensed and billed as a "Location" of the Participating Pharmacy. Examples include physician offices or outpatient clinics. This does not comply with the Participating Pharmacy Agreement, or the Pharmacy Responsibilities listed in this Manual.

Pharmacies may allow for pharmacists to virtually verify product for accuracy and approve for dispensing. Virtual verification processes must be documented in the pharmacy's policy and procedures. Pharmacies should ensure that this will not

²⁷ 42 CFR §423.505(j) and §423.505(b)(17)

compromise quality of care to the Members.

Contracting

To become a provider for Navitus, pharmacies, PSAs and chains must complete and submit a Participating Pharmacy Agreement and applicable amendments for providing pharmacy services. Providers must also submit copies of required documentation to confirm they meet Navitus' credentialing requirements. Notwithstanding any other provision of the Agreement, nothing in the Contract shall be construed to modify the rights and benefits contained in the Member's Plan Specifications.²⁸

To obtain a contract from Navitus' Provider Networks:

- Phone 608-298-5775
- Fax 608-298-5875
- Email providerrelations@navitus.com

Documentation Required:

- Completed, dated, and signed contract, addendum(s), exhibits and attestations
- Photocopy of current, valid and in good standing, State Pharmacy License
- Photocopy of current, valid and in good standing, Pharmacist-In-Charge, State Pharmacy License
- Photocopy of current, valid and in good standing, DEA certificate
- Photocopy of current, general, and professional liability insurance certificate (not less than \$1,000,000 per occurrence and \$3,000,000 in aggregate or as otherwise required by Law) which will be maintained as Pharmacy's sole cost and expense
- Photographs of the dispensing area and storefront of the pharmacy
- Documentation must be legible.

Submission:

Mail Navitus Health Solutions, LLC
Attn: Pharmacy Network Dept.
361 Integrity Drive
Madison, WI 53717
Fax 608-298-5875
Email providerrelations@navitus.com

If additional information is needed or if information is incomplete, Navitus will contact the Pharmacy.

²⁸ WAC 284-43-320(2)(c)

Term and Termination

In the event one or more Locations discontinue participation in its entirety or discontinues participation in the pharmacy networks of one or more Payors' Plans (including, but not limited to, Medicare requirements²⁹ or those specific instances identified in these terms that permit a Location's suspension, revocation or termination by Navitus or a Payor), then Navitus, on behalf of itself or a Payor, shall have the right to require that the removal of the applicable Locations not allow or cause a termination of the pharmacy's Agreements with Navitus.

Updating Pharmacy Information

Weekly Pharmacy updates are processed utilizing NCPDP information. Please submit changes to NCPDP in a timely manner to ensure timely processing. All changes must be made prior to the NCPDP cutoff date to avoid Member disruption.

NOTE: Be sure any changes being made to NCPDP are also being made with NPPES.

Credentialing/Re-credentialing

Credentialing and re-credentialing initiatives exist to ensure that Participating Providers abide by the criteria established by Navitus, as well as governmental regulations and standards. The applicant must comply with the credentialing and re-credentialing initiatives required by Navitus and agree to provide documentation and other relevant information that may be required in association with such initiatives. Additionally, specialty credentialing initiatives may also be required for participating in applicable Navitus Specialty Networks. Navitus retains the absolute right to conduct a facility review any time a deficiency or breach of standard of care is suspected. If Participating Pharmacy itself becomes excluded, debarred, or ineligible or if Participating Pharmacy has not taken the actions required of it in this section, then Navitus shall have the right, at any time, to terminate the applicable Participating Pharmacy Agreement immediately upon written notice to Participating Pharmacy or take such other corrective or remedial action as warranted under the circumstances. Participating Pharmacies are subject to termination if they fail to return updated credentials in a timely manner.

Please note, requirements may vary based on state or payor; please see state-specific sections for additional details.

²⁹ 42 CFR §423.505(i)(4)(ii)

Navitus' Credentialing Requirements

Credentialing/Licensing/Fraud, Waste and Abuse (FWA)

- Upon notice by Navitus, return valid, updated credential documentation within the time specified in the notice
- Comply with the standards for pharmacy practice as established by Law for its Locations
- Keep and maintain, in good standing, all valid Federal, State and local Licenses and permits, as required by the Law, to operate a pharmacy
- Maintain its eligibility and the eligibility of its Locations and pharmacists to participate in all Medicare and Medicaid programs, all State pharmaceutical assistance programs and all government-funded health programs where its pharmacies are Located
- Ensure pharmacy Locations and pharmacy staff are duly licensed and permitted to practice pharmacy in each State or jurisdiction where it provides pharmacy services to Members
- Ensure all employees are qualified to perform their professional duties and act within their scopes of licensure
- Be represented by an annually signed FWA attestation regarding ongoing FWA compliance
- Locations marked as non-pharmacy dispensing sites must complete an attestation and submit required documentation to be considered for network participation

Discipline/Exclusion/Sanction:

- Verify that provider and all owners and personnel employed by or contracted by the provider are not on the Exclusion Lists upon new hire/contract and monthly thereafter, unless Laws indicate otherwise
- Immediately remove any person on the Exclusion Lists who is debarred, excluded or ineligible from providing services related to all health care programs or convicted of a criminal felony, take corrective actions
- Inform Navitus immediately that an employee, owner or pharmacy is on any Exclusion List
- Notify Navitus promptly and in writing of all investigations conducted by any State board of pharmacy or other Federal or State authority in connection with the practice of pharmacy and all pending and final disciplinary actions by any such board or authority against Participating Pharmacy or any of its pharmacists

Notification of Changes:

- Notify Navitus, in writing, within one business week of changes in documentation and other information provided to Navitus in connection with credentialing or re-credentialing initiatives
- Notify Navitus within five (5) days of any status change in pharmacy or pharmacist License
- Notify NCPDP and NPPES (as applicable) of changes that pertain to demographics, the opening or closing of a pharmacy, and Location changes, in a timely manner
- Provide notification of changes in legal status or ownership not less than thirty (30) days prior to the effective change date including, but not limited to, i) changes in the fiscal agent or authorized or delegated officials; ii) ownership transfer or acquisition with a controlling interest of greater than 5%; and iii) changes in holding or parent corporation names, Locations, agents, or owners.
- Switching PSAOs two (2) or more times within a one-year period will be used during credentialing review and can be used in consideration for network removal.

FWA ATTESTATIONS can be completed on NCPDP or on the Navitus Pharmacy portal. To receive a paper copy, contact the Navitus' Credentialing Team by emailing credentials@navitus.com.

Best Practice: Participating Pharmacies should have a quality assurance policy to aid in reviewing error prevention, analyzing causes, and contributing factors that may lead to medication, system and/or processing errors.

Navitus will perform random audits (no less than annually) of chains' and PSAOs' credentials by requesting the electronic credentialing documentation. Navitus will verify the following during the audit:

- State licensure is current
- DEA certification is current
- Location of pharmacy
- Pharmacy NPI is valid

Pharmacy Services Administration Organizations (PSAO)

Participating Pharmacies may delegate contracting responsibilities to a PSAO. Pharmacies are to report their affiliation with a PSAO to Navitus.

PSAOs are required to sign an attestation stating the PSAO on behalf of the affiliated pharmacies,

- have a contractual relationship with their affiliated pharmacies

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- are responsible for ensuring their affiliated pharmacies are maintaining valid State Licenses, DEA certifications, and general and professional liability insurance coverage
 - are responsible for reporting sanctions or investigations that involve the PSAO or its affiliated pharmacies
 - are responsible for submitting an attestation regarding their ongoing FWA policies and procedures, ensuring that their affiliated pharmacies continue to meet Navitus' credentialing and compliance standards, and follow Navitus' Pharmacy Provider Manual
 - are responsible for notifying Navitus of any deficiencies

PSAOs must,

- submit their policies and procedures practices to maintain their pharmacy credentials
- submit a spreadsheet with their affiliated pharmacies listed and include the PSAOs:
 - Pharmacy DEA number and expiration date
 - State License number and expiration date
 - General and Professional liability insurance name, policy number and expiration date
 - Pharmacist-In-Charge License and expiration date
 - Demographic information.
 - Location Hours of Operation

Chains

Chains are required to sign an attestation stating they and their pharmacy Locations,

- are responsible for maintaining valid State Licenses, DEA certifications, and general and professional liability insurance coverages
- are responsible for sanctions or investigations that involve their pharmacy Locations
- are responsible for submitting an attestation regarding their ongoing FWA policies and procedures, ensuring that their pharmacies continue to meet Navitus' credentialing and compliance standards, and follow Navitus' Pharmacy Provider Manual
- are responsible for notifying Navitus of any deficiencies

Chains must submit,

- their policies and procedures practices to maintain their pharmacy credentials
- annually a spreadsheet with their Locations listed and include:
 - Pharmacy DEA numbers and expiration dates
 - State License numbers and expiration dates
 - Liability insurance names, policy numbers and expiration dates
 - Pharmacist-In-Charge Licenses and expiration dates
 - Demographic Information.
 - Location Hours of Operation

Re-Credentialing Standards

Participating Pharmacies are subject to re-credentialing at a minimum of every three (3) years. The process for re-credentialing is identical to that of credentialing, except that Navitus will also consider the following:

- Member complaints
- Quality improvement review studies
- Utilization management review studies
- Pharmacy audits
- Repeated non-response or delayed response to compliance related documents
- Corrective action requests, FWA attestation, Off-Shore attestation, etc.
- Customer satisfaction surveys
- Review of state license actions of pharmacy and of employed pharmacy personnel
- Review of claims activities over preceding two years

Navitus' Credentialing Committee

The Navitus Credentialing Committee reviews providers that do not meet the Navitus network criteria, contain deficiencies identified via the credentialing process, or have issues with the integrity of administrative policies and procedures. The Credentialing Committee will determine the type and extent of the occurrence and make a determination with regard to participation status or the need for further review and recommendations. Occurrences and corrective actions are placed in the provider's credential file, as appropriate. Navitus will notify the provider, in writing, of any recommendation to deny, suspend, or terminate participation in the Navitus Network. The provider is also informed of its right to appeal the decision, in writing, to Navitus Credentialing within thirty days of the receipt of the decision.

Court Orders, Subpoenas or Governmental Requests

If Navitus receives a court order, subpoena or governmental request relating to a Participating Pharmacy, Navitus will comply with such order, subpoena or request and the Participating Pharmacy must indemnify and hold harmless Navitus for, from and against any and all costs (including reasonable attorney's fees and costs), losses, damages or other expenses Navitus may incur in connection with responding to such an order, subpoena or request.

Fraud, Waste and Abuse and Compliance

Compliance and Fraud Program and Complaints

Participating Pharmacy agrees to cooperate with Navitus, authorities, and applicable delegates in connection with the investigations and grievance procedures involving fraud, complaints, or other rules established pursuant to and made available by each Plan to Members including Medicare.³⁰

- Participating Pharmacy agrees to cooperate in connection with any investigation of suspected or actual non-compliance and program by Navitus or its Payors to support compliance, resolve issues with HIPAA Rules, or protect against fraud, waste, and abuse.³¹
- Participating Pharmacy agrees to promptly notify Navitus of any suspected or actual fraud or compliance issue pertaining to services under this Agreement.
- Participating Pharmacy agrees to promptly notify Navitus of a breach or security

³⁰ 42 CFR §423.564

³¹ 42 CFR §423.504(b)(4)(vi)(H)

incident as defined under the HIPAA Rules and inform Navitus of impacted Members where such an event actually or potentially affects the confidentiality of Navitus Member data.

Training and Education

Navitus is required to provide certification upon request to Federal authorities that certain actions have been completed by vendors, contractors, associates and business entities, Participating Pharmacies, and entities that contract on behalf of Participating Pharmacies.

Navitus requires all pharmacy personnel—whether employed or contracted—as well as vendors, to complete an annual training program utilizing CMS-approved or equivalent materials. This training should ensure pharmacy staff have comprehensive understanding of compliance requirements and the prevention of fraud, waste, and abuse.

Pharmacy must:

- Provide annual training for staff that includes information on how to mitigate and identify fraud, waste and abuse and address HIPAA Rules, Compliance, False Claims and Anti-kickback Laws and regulations
- Provide training to all owners and personnel about the False Claims Act (31 U.S.C. §3729-33) and Whistleblower Protections available under the Law if the pharmacy receives or makes annual Medicaid payments of \$5 million or more

Evidence of certification includes:

- Materials using CMS-approved or equivalent education that meets the requirements regarding compliance and fraud, waste and abuse³²
- Logs or other tracking that show training upon hire/contract and **annually** thereafter

False Claims Act³³

Federal Law requires all providers and other entities that receive or make annual Medicaid payments of \$5 million or more to educate their employees, contractors and agents about fraud and false claims Laws and the whistleblower protections available under those Laws.³⁴

The False Claims Act imposes liability on anyone who knowingly submits, or causes another to submit, a false or fraudulent claim to the United States. The term “knowingly”

³² 42 CFR 422.503 and 422.504 and Medicare Managed Care Manual Chapter 9, Section 50.3.2

³³ 31 USC §3729-33

³⁴ 45 CFR 152.27

includes actions taken with actual intent or are taken in reckless disregard or in deliberate ignorance of the truth.

The Act allows a private individual or “whistleblower” with knowledge of fraud (either in the past or the present) against the Federal government, to sue on behalf of the government. This could include the recovery of civil penalties as well as triple damages. In general, the Act covers fraud involving any federally funded contract or program apart from tax fraud.

Navitus does not tolerate fraudulent, wasteful, or abusive activity and will investigate and may report activity to the appropriate regulatory, Federal and State agencies for further action and investigation. Participating Pharmacies are expected to report potential misconduct, wrongdoing, or potential infringements of local, State or Federal Laws to the Navitus SIU.

The fraud examples below are not an all-inclusive list:

Wholesale Fraud:

- Counterfeit and adulterated drugs, labels or NDC codes through black-market purchases
- Inappropriate documentation of pricing information
- Speculative buying
- Radio-frequency identification (RFID) tampering

Pharmaceutical Manufacturer Fraud:

- Illegal usage of free samples
- Kickbacks, inducements, and other illegal remuneration
- Lack of integrity of data to establish payment/determine reimbursement

Pharmacy Fraud:

- Forging or altering prescriptions
- Forging or altering Prior Authorization (PA) request forms. Navitus will only recognize prescribers as the source of PA.
- Dispensing expired prescriptions
- Refilling prescriptions erroneously
- Billing brand name drugs when Generic Drugs are dispensed
- Billing with a diagnosis (ICD-10) other than what was provided by the prescriber
- Filling more than the prescribed quantity of a drug without authorization

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- Billing multiple Payors for the same prescription when it does not include coordination of care benefits.
 - Kickbacks or inappropriate financial incentives to Members, individuals, and/or entities.
 - Prescription Drug switching
 - Phantom claims/claim submission when no authorized order exists or were intended to be reversed.
 - Failure to reverse claims when prescription orders are returned to stock
 - Splitting Prescriptions into multiple Claims to obtain multiple dispensing fees or undermine a Prior Authorization requirement or quantity limit, etc.

Reporting Investigations and Disciplinary Actions

A Participating Pharmacy must notify Navitus immediately, in writing, if its License(s) and/or permit(s) have been or are in jeopardy of being suspended or revoked for any reason. The Participating Pharmacy must also notify Navitus immediately, in writing, if it receives notice of any proceedings that may lead to disciplinary actions, or if any disciplinary actions are taken against the Participating Pharmacy or any of its personnel, including actions by boards of pharmacy, the Office of Inspector General (OIG) or other regulatory bodies.

Failure to immediately notify Navitus, in writing, of any such investigations or disciplinary actions may result in immediate termination as a Participating Pharmacy. Navitus routinely reviews Exclusion and Preclusion Lists to determine those pharmacies and individuals that are excluded or precluded from health care programs. Claims for Covered Pharmacy Services from any pharmacy that is excluded or precluded from such programs will reject at the point of sale.

Anti-Trust/Anti-Competitive Behavior

Participating Pharmacies are prohibited from engaging in activities that directly solicit members or use intimidation or misrepresentations to members or other pharmacies to compel members to end their service relationship with other pharmacies or force a prescription transfer to the Participating Pharmacy. Such activities may be inconsistent with pharmacy practice and ethics, board of pharmacy standards, member interest, and may conflict with other standards such as HIPAA Rules, anti-kickback, or anti-trust regulations.

Improper Payment^{35 36 37}

Where Navitus identifies Overpayments or Improper Payments to or from pharmacies, staff will initiate recovery of such payments within the lesser of 60 days of discovery or in accordance with client contract requirements, whichever is less. Plans may be notified during this period to approve the recovery. Improper or Overpayments may be identified as part of:

- Audit Special Investigation
- Claims identified as non-covered including but not limited to those for products that are investigational or experimental or used for non-approved indications.
- Finance staff through account reconciliation or pharmacy remittance.
- Pharmacy operations through payment rate monitoring or reports from pharmacies sent to providerrelations@navitus.com with the reason they believe an Overpayment has occurred.

Where a Medicaid Program or State Law prohibits extrapolation of claims, Navitus will not apply this methodology to Overpayments.

Reporting Fraud, Waste or Abuse

To report fraud, waste, or abuse:

- For Texas
 - Call the OIG Hotline at 800-436-6184
 - Visit [Report Fraud, Waste or Abuse | Office of Inspector General](#) and select "OIG Fraud Reporting Form"
- For all other states, report directly to Navitus:
 - Navitus Special Investigations Unit (SIU) 855-673-6503 * FDR@Navitus.com
 - Medicare D hotline 800-356-7344*, ext. 4028
 - Navitus Health Solutions, Attention: SIU, 1025 West Navitus Drive Appleton, WI 54913

* All calls are anonymous.

³⁵ Section 6402(a) of the Affordable Care Act

³⁶ "Medicare Reporting and Returning of Self-Identified Overpayments." 2016-02-11. Centers for Medicare and Medicaid Services, 23 May 2014. Web. 09 Mar. 2016. [Newsroom Homepage | CMS](#)

³⁷ "Medicare Overpayments." Medicare Learning Network ICN 006379 (2015): 1-8. Medicare Overpayments. Centers for Medicare and Medicaid Services, 1 Oct. 2015. Web. [MLN006379 Medicare Overpayments Fact Sheet](#)

Tips for reporting, gather as much information as possible.

When reporting a provider (doctor, dentist, counselor, etc.), include:

- name, NPI, address and phone number of provider
- name and address of the facility (hospital, nursing home, home health agency, etc.)
- type of provider (doctor, dentist, therapist, pharmacist, etc.)
- names and numbers of witnesses who can help with the investigation
- dates of events
- summary of what happened
- specific details about the fraud, waste or abuse

When reporting a patient who is a Navitus Member, include:

- Member's name
- Member's date of birth
- city where person lives
- prescription number
- date(s) of events
- summary of what happened
- specific details about the fraud, waste, or abuse

Claims—General

Claims Adjudication

Participating Pharmacies must comply with the current HIPAA-defined NCPDP Telecom Standard for pharmacy drug claims, coordination of benefits and related pharmacy services. Navitus will allow pharmacies to Submit prescriptions for covered drugs ordered by any active, valid and Licensed Prescriber regardless of pharmacy's Network participation.

Claims Source

Services must be dispensed directly from the Participating Pharmacy location to qualify as a clean claim. Navitus prohibits claims billed by a Participating Pharmacy which are dispensed through non-pharmacy third party, or which are delegated by a Participating Pharmacy to be provided a non-pharmacy a third-party provider without Navitus approval. This is not consistent with the member's right of pharmacy choice nor is the Participating Pharmacy directly fulfilling its responsibilities under this manual. This paragraph does not prohibit dispensing to members who may convey their medication/supply to a provider who is using this medication/supply to render a medical service as directed by a member's pharmacy benefit.

Downtime Procedures

Navitus strives to minimize planned adjudication downtime and to resolve unexpected downtime issues quickly.

Customer Care is available to assist pharmacies with maintaining business operations during planned adjudication downtime. During an unexpected interruption, Navitus would employ its Business Continuity Plan, focusing first to restore claims processing and Customer Care phone lines.

During downtime, we request Participating Pharmacies dispense necessary medications, receive applicable Member payment amounts, and electronically submit when possible. If online submission is not feasible, pharmacies should call the appropriate call center located on the back of the Member's card for assistance with:

- confirming eligibility
- verifying coverage
- copay or other payment information
- the expected time claims processing will resume

Reversals

Pharmacies are required to complete reversals of the Prescription Drug claim within the same payment cycle as the submission or no later than fourteen (14) calendar days after the claim was adjudicated where prescriptions have not been delivered to or picked up by Member.

Failure to reverse appropriate claims may result in a recovery and recapture of all costs involved in the reversal.

If unable to reverse a claim online, pharmacies can contact the appropriate [call center](#) for assistance. Please see Member's card for contact information.

Vacation/Replacement Medication

Allowances for vacation medication and/or lost, stolen, or forgotten medication varies by Payor benefit design. Some Payors allow vacation quantities while others do not. Please contact the appropriate call center (see Member card for contact information) to obtain individual Member benefit information.

Identification Cards

Payors, Navitus or Navitus' designee will provide Members with Prescription Drug ID cards, to be presented to providers. The following may vary by Payor.

The Member information necessary to file a claim is included on the Prescription Drug ID card (or can be obtained) and is described as follows:

- Cardholder ID – consists of numeric digits or alpha-numeric digits
- If the ID is not a correct length, the claim will reject "M/I ID Length"
- If the ID cannot find a Member match, the claim will reject "Non-matched Cardholder ID"
- Group Number – This field may contain up to 15 alpha-numeric characters that may be required for On-Line Adjudication Processing
- Dependent coverage may include spouse and/or children. Some Payor ID cards may be coded to indicate which family members are covered. Covered family members are identified by the following relationship codes:
 - "1" Cardholder – Eligible Primary Person or Subscriber
 - "2" Spouse of the Cardholder
 - "3 and following" – Dependent of Primary

Important Note: Use of the correct relationship code is important. Prescription claims must be submitted to Navitus only for the Member for whom the Prescriber has prescribed.

Sample Identification Card:

			
RxBIN	610602	Navitus Customer Care <i>Atención al cliente de Navitus</i> 844-268-9789 TTY 711 24 hours a day, 7 days a week <i>Las 24 horas del día, los 7 días de la semana</i>	
RxPCN	NVT		
RxGRP	xxRxGrpxx		
ISSUER	(80840) 9151014609		
SUBSCRIBER FIRST LAST ID: 000000000		About Your Benefits <i>Sobre sus beneficios</i> View annual deductible and maximum out-of-pocket amounts on your secure member portal. Scan the QR code below or visit the website listed on this card. <i>Vea el deducible anual y los montos máximos de desembolso en su portal seguro para miembros. Escanee el código QR a continuación o visite el sitio web que aparece en esta tarjeta.</i>	
000000000	DEPENDENT 1 NAME	 <small>This QR code may identify your IP/device information. However, your personal and health information is strictly confidential and will not be captured. Este código QR puede identificar la información de su IP/dispositivo. Sin embargo, su información personal y de salud es estrictamente confidencial y no será capturada.</small>	
000000000	DEPENDENT 2 NAME		
000000000	DEPENDENT 3 NAME		
000000000	DEPENDENT 4 NAME		
000000000	DEPENDENT 5 NAME		
000000000	DEPENDENT 6 NAME		
		Website <i>Sitio web</i> navitus.com/members	
		Claims <i>Reclamaciones</i> Navitus Health Solutions P.O. Box 999 Appleton, WI 54912-0999	

Navitus expects the Participating Pharmacy to verify the identity of each individual seeking payment for Covered Products. If the person does not have an identification card, but believes s/he is a Navitus Member, the pharmacy can verify eligibility by contacting the Pharmacy Help Desk or by following the instructions on Documents provided by the Member.

Required Pharmacy and Provider Identification Numbers

National Provider Identifier (NPI) is the required pharmacy and Prescriber identifier³⁸, replacing legacy identifiers³⁹ on all electronically transmitted claims into Navitus. The NPI is a unique 10-digit identifier assigned to health care providers, such as Prescribers and pharmacies, to use when submitting a HIPAA standard transaction. Navitus requires the use of the NPI in transactions.

- **Pharmacy NPI field**—a pharmacy is required to submit valid and accurate information identifying its Organizational Type 2 NPI in NCPDP field 201-B1 (Service Provider ID) with the qualifier “01” in NCPDP field 202-B2 (Service Provider ID Qualifier)
 - Navitus no longer accepts an Individual Type 1 NPI in the Pharmacy NPI field.
- **Prescriber/Prescriber NPI field**—a pharmacy is required to submit valid and accurate information identifying the Prescriber’s Individual Type 1 (Individual) NPI in NCPDP field 411 DB(Prescriber ID) along with the qualifier “01” in the NCPDP field 466-EZ (Prescriber ID Qualifier). Organizational NPIs will reject.
 - Navitus routinely monitors claims with Prescriber/Prescriber rejects to ensure accurate and valid NPIs are submitted.

³⁸ Health Insurance Portability and Accountability Act of 1996

³⁹ NCPDP number, DEA

Drug Information Source

Navitus contracts with Medi-Span as its source for pharmaceutical prices. In the rare instance where Medi-Span does not publish an AWP or WAC price, Navitus will determine the price from other sources, including, but not limited to, direct published prices or a percentage calculation between AWP and WAC.

Navitus utilizes many drug unit price benchmarks including, but not limited to, AWP, MAC, NADAC, and WAC as set forth in the applicable Participating Pharmacy Agreements for determining reimbursement. For purposes of these terms:

(a) "Average Wholesale Price" or "AWP" means the Average Wholesale Price for a given pharmaceutical product published by Medi-Span and updated in Navitus' systems no less frequently than every seven (7) days beginning with an initial update on January 1 of each year, and

(b) "Wholesale Acquisition Cost" or "WAC" means the Wholesale Acquisition Cost for a given pharmaceutical published by Medi-Span and updated in Navitus' systems no less frequently than every seven (7) days beginning with an initial update on January 1 of each year.⁴⁰

Pharmacy Required to Validate Product Sources

Participating Pharmacy will validate the authenticity of all products purchased for dispensing to Members. Additionally, Participating Pharmacy will fully evaluate all wholesalers and suppliers of Covered Products to ensure compliance with the Law, principles of Good Manufacturing Practices (GMP), Good Distribution Practice (GDP), and ethical conduct. Upon request, Participating Pharmacy will be required to furnish to Navitus i) a list of wholesalers, ii) product pedigree documents, proof of origin of products, or equivalent documentation regardless of whether the products submitted are Prescription Drugs or DME products, including but not limited to diabetic supplies, testing strips, lancets, and glucometers. Specifically, for DME products and any products commonly referred to as specialty drugs, Participating Pharmacy is responsible for ensuring products are purchased from suppliers that are authorized by the respective manufacturer to distribute such products.

Medicare Part D

Navitus provides administrative support for Medicare Part D Plan Sponsors and oversees compliance with Medicare Part D program requirements. As such, all Navitus Network Pharmacies are required to adhere to applicable Medicare laws, regulations, and CMS guidance related to Medicare Part D Prescription Drug Plans and Medicare Advantage

⁴⁰ 42 CFR §423.505(i)(3)(viii)(A) and (B)

Plans for information regarding the Medicare Part D Regulatory Requirement, [click here](#).

Medicare Pharmacy Requirements

Any services or activities performed by Participating Pharmacy in connection with these terms shall be consistent and comply with each Payor's contractual obligations to its Medicare Members and CMS.⁴¹

Participating Pharmacy shall:⁴²

- Agree that Participating Pharmacy and its affiliates, subsidiaries, directors, officers, employees, and agents are bound by the program provisions.⁴³
- Ensure that possession of the appropriate Part D Drug is transferred to each Medicare Member,
- Verify the individual's eligibility by reviewing the individual's identification card each time a prescription is filled,
- Participating pharmacy must maintain accurate patient medical records including Member contact information, allergies, and present residence at time of service.
- Check its computer for information transmitted by Navitus about the individual's coverage to perform quality assurance activities,⁴⁴
- Measure or mix Part D Drug consistent with the underlying prescription orders,
- Fill containers for Part D Drug when appropriate,
- Physically provide completed prescriptions to Medicare Member and to maintain the facility and equipment necessary to operate each pharmacy location.
- Submit claims for Covered Pharmacy Services to Navitus on behalf of Medicare Members whenever the identification card is presented or on file at the Participating Pharmacy unless the Medicare Member expressly requests that a particular claim not be submitted to the Part D Payor⁴⁵
- Verify via real time On-Line Adjudication Processing whether an original or refill prescription from a Medicare Member is a Part D Drug, and follow any instruction communicated at the point-of-sale by or on behalf of Navitus, including, but not limited to, whether the Prescription Drug is a Part D Drug, the then-current reimbursement amount for a covered Part D Drug and applicable Cost Sharing

⁴¹ 42 CFR §423.505(i)(3)(iii)

⁴² 42 CFR §423.100

⁴³ 45 CFR Part 76

⁴⁴ 42 CFR §423.153(c)(2)

⁴⁵ 42 CFR §423.120(c)(3)

Amount to collect from the Medicare Member.⁴⁶

- Agree not to hold any Medicare Member liable for payment of any fees owed by Navitus or any Payor to Participating Pharmacy. In no event shall Participating Pharmacy bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, file or threaten to file with a credit reporting agency, or have any recourse against a Medicare Member or person acting on the Medicare Member's behalf, for Part D Drugs and related Covered Pharmacy Services provided pursuant to these terms.⁴⁷

First Tier, Downstream, and Related Entity (FDR)

Any Participating Pharmacy that serves Medicare patients and has an executed contract addendum with Navitus for Medicare Members is classified as a downstream entity under the Medicare Part D Drug Program. As such, the pharmacy is required to adhere to all First Tier, Downstream, and Related Entity (FDR) compliance obligations.

These obligations include, but are not limited to:

- Completion of required compliance and fraud, waste, and abuse (FWA) training
- Reporting of offshore subcontractor arrangements
- Routine exclusion screening
- Proper record retention practices
- Timely reporting of compliance concerns
- Adherence to standards of conduct

Navitus reserves the right to request documentation demonstrating compliance with these FDR requirements as part of its oversight and audit processes.

For more information, please refer to the FDR Compliance Manual available online at: <https://www.navitus.com/vendor-fdr>

Disclosure of Price Differentials.

Participating Pharmacy agrees to inform all Medicare Members receiving a Part D Drug of any differential between the price of that drug and the price of the lowest priced generic version of that Part D Drug that is therapeutically equivalent and bioequivalent and available at Participating Pharmacy, unless the particular Part D Drug being purchased is the lowest priced therapeutically equivalent and bioequivalent version of that drug available at Participating Pharmacy.⁴⁸ Participating Pharmacy further agrees to provide Medicare Members such information after the Part D Drug is dispensed at the

⁴⁶ 42 CFR 423.100 and 42 CFR §423.104(g)

⁴⁷ 42 CFR §423.505(g) and (i)(3)(i)

⁴⁸ 42 CFR §423.132

point of sale. Participating Pharmacy further agrees to provide Navitus such information promptly and in a format acceptable to Navitus, for inclusion in a written explanation of benefits on behalf of each Payor to be provided to such Medicare Members.⁴⁹

"Prescription Drug Pricing Standard"⁵⁰ shall mean any methodology or formula for varying the pricing of a drug or drugs during the term of a pharmacy reimbursement contract that is based on the cost of a drug, which includes, but is not limited to, drug pricing references and amounts that are based upon Average Wholesale Price, Wholesale Acquisition Cost, average manufacturer price, average sales price, Maximum Allowable Cost, or other cost, whether publicly available or not. Navitus agrees to update and disclose to Participating Pharmacy in advance of use Prescription Drug Pricing Standard for which Navitus solely determines such unit price for use for reimbursement of claims.⁵¹

Offering Covered Part D Drugs at the Calculated Price.

Participating Pharmacy shall offer Part D Drugs to Medicare Members at the lesser of the applicable Calculated Price, the Usual and Customary Price, or the gross amount due. Participating Pharmacy shall charge a Medicare Member only the lesser of the applicable Calculated Price, the Usual and Customary Price, or the gross amount due, and no more, for a Part D Drug dispensed by Participating Pharmacy to the Medicare Member, even when a Payor may have no financial responsibility toward the payment of such drug.

Delegation of Duties.

Navitus shall have the right, on behalf of its Payors, to delegate certain activities, duties and responsibilities to Participating Pharmacy.⁵² Any such delegation by Navitus shall be in writing, shall specify the delegated activities, duties and reporting responsibilities and shall be subject to on-going monitoring by Navitus.⁵³ In the event that Navitus, a Payor, or CMS determines that Participating Pharmacy has failed to perform satisfactorily any or all such activities, duties or responsibilities, then Navitus shall have the right to notify Participating Pharmacy in writing and allow Participating Pharmacy an opportunity to cure such performance within thirty (30) days of receipt of such notice unless: (a) otherwise directed by CMS or a Payor; (b) Participating Pharmacy has failed to perform satisfactorily in the past; or (c) an opportunity to cure such performance is not, in the sole discretion of Navitus, practicable. In the event that Participating Pharmacy does not cure such performance, then such delegation shall terminate as of the end of such thirty

⁴⁹ 42 CFR §423.132(a) and (d)(1)

⁵⁰ 42 CFR §423.501

⁵¹ 42 CFR §423.505(i)(3)(vii)

⁵² 42 CFR §423.505(i)(4)

⁵³ 42 CFR §423.505(i)(4)(iii).

(30) day period. In the event that Participating Pharmacy fails in the sole discretion of Navitus to cure such performance as of the end of such thirty (30) day period, then Navitus shall have the right to suspend, revoke or terminate all or any portion of the decision to delegate such activities, duties, or responsibilities. In addition, Navitus, on behalf of applicable Payors, or CMS shall have the right to institute corrective action plans or seek other remedies or curative measures consistent with applicable Law.

Participating Pharmacy shall not delegate any duties, activities or responsibilities required of it under these terms, to an affiliate or third party, without the prior written approval of Navitus, on behalf of applicable Payors. Any such approved delegation (an "Approved Delegation") shall be performed by the delegate in accordance with the applicable Payors' contractual obligations to CMS and Participating Pharmacy's obligations under these terms. Participating Pharmacy agrees that any Agreements of Participating Pharmacy with respect to an Approved Delegation shall be in writing, signed by the parties to be bound thereby and in compliance with all applicable Law and CMS instructions and shall not relieve Participating Pharmacy of liability for any duties, activities, or responsibilities subject to such Approved Delegation. In the event that a delegate of Participating Pharmacy has failed to perform satisfactorily any or all such sub-delegated duties, activities, or responsibilities then Navitus, the applicable Payor or CMS shall have the right to suspend, revoke or terminate such Approved Delegation effective upon the date set forth in a written notice furnished to Participating Pharmacy. In addition, Navitus, on behalf of applicable Payors, or CMS shall have the right to institute corrective action plans or seek other remedies or curative measures respecting the unsatisfactory Approved Delegation consistent with applicable Law. Any attempted sub-delegation by Participating Pharmacy that is not an Approved Delegation shall be null and void and of no force or effect.

Transition Policy

In accordance with the Centers for Medicare & Medicaid Services (CMS) guidelines, all Medicare Part D plans are required to provide a transition supply of medications to Part D-eligible individuals during specific transition periods. This policy ensures that beneficiaries have immediate, short-term access to necessary medications while they transition into a new plan or experience changes in their drug coverage.

Transition Periods

A transition period is defined as:

- The first 90 days of a beneficiary's initial enrollment into a Medicare Part D plan
- The first 90 days of the calendar year for existing enrollees

Triggers for Transition Supply

A transition supply may be initiated under the following circumstances:

- New eligibility for Medicare Part D
- Negative formulary changes, such as removal of a drug from the formulary or changes in coverage requirements
- Facility transitions, including admittance, readmittance, or discharge from a long-term care facility, which require accurate submission of the Patient Residence Code. Navitus will monitor for misrepresentation of member residence status during claim submission.

Pharmacy Processing Guidelines

- Retail Pharmacies: Medicare Part D members are eligible for a one-month supply of a non-formulary drug (i.e., a drug not on the plan's formulary or one that requires prior authorization (PA), step therapy (ST), or quantity limits (QL)) during the transition period.
- Long-Term Care (LTC) Pharmacies: Medicare Part D members residing in LTC facilities are eligible for up to a 31-day supply of a non-formulary drug under the same conditions.

Point-of-Sale (POS) Messaging

Pharmacies must monitor POS messaging systems closely during transition periods. These systems will generate alerts indicating when a medication is being dispensed as a transitional fill.

Medicare Part A, B and D Coordination of Benefits

- A pharmacy that dispenses prescriptions to Medicare Members during covered inpatient stays at skilled nursing facilities or to Medicare members who have elected Hospice coverage shall bill claims under Medicare Part A and ensure that Medicare Members' coverage under Medicare Part A has been exhausted before billing Medicare Part D Plan Sponsors.
- The pharmacy understands and agrees that if Navitus becomes aware of billed prescription claims for reimbursement under Medicare Part D that should have been billed under Medicare Part A or B, Navitus shall reverse such claims on behalf of Payors who are Part D Plan Sponsors, withhold any amounts due from such reversed claims, and require the pharmacy to refund Medicare Members that inappropriately paid any Part D cost share.
- Pharmacies that provide services to Members who are eligible for both Medicare and Medicaid, shall not hold Medicare Members financially responsible for Medicare Part B Copayments, Coinsurance, or Deductibles when Medicaid is responsible for payment of

such amounts.

- When Navitus has record of a member's dual eligibility, applicable claims will return a Benefit Stage Qualifier value of 51.

Best Available Evidence (BAE)

Pharmacies are encouraged to contact Navitus to submit the necessary documentation required to establish subsidy eligibility for Medicare members.

Part D Plan Sponsors are required to accept any of the following forms of evidence to establish the subsidy status of a full benefit dual-eligible Medicare Member when provided by the Medicare Member or the Medicare Member's pharmacist, advocate, representative, Member's family or other individual acting on behalf of the Medicare Member:

- A copy of the Medicare Member's Medicaid card that includes the Medicare Member's name and an eligibility date during a month after June of the previous calendar year
- A copy of a State Document that confirms active Medicaid status during a month after June of the previous calendar year
- A printout from the State's electronic enrollment file showing Medicaid status during a month after June of the previous calendar year
- A screen print from the State's Medicaid system showing Medicaid status during a month after June of the previous calendar year
- Other documentation provided by the State showing Medicaid status during a month after June of the previous calendar year
- A copy of the SSA award letter for individuals who are not deemed eligible, but who apply and are found to be eligible for the low-income subsidy

When one of the forms of the BAE listed above is presented, the pharmacy is to provide the Medicare Member access to covered Part D Drugs at a reduced Cost Sharing level that is no greater than the higher of the LIS Cost Sharing level for full subsidy or zero cost-sharing if the BAE also verifies the Medicare Member's institutional status.

Low Income Subsidy (LIS) or Other Hardship

Pharmacies are encouraged to contact Navitus to submit the necessary documentation required to establish subsidy eligibility for Medicare members.

Part D Plan Sponsors are required to accept any one of the following forms of evidence from Medicare Members or pharmacists to establish that a Medicare Member is institutionalized and qualifies for zero cost sharing:

- A remittance from the facility showing Medicaid payment for a full calendar month for that individual during a month after June of the previous calendar year.
- A copy of a State Document that confirms Medicaid payment on behalf of the

individual to the facility for a full calendar month after June of the previous calendar year; or

- A screen print from the State's Medicaid system showing that individual's institutional status based on at least a full calendar month stay for Medicaid payment purposes during a month after June of the previous calendar year.
- Effective as of a date specified by the Secretary, but no earlier than January 1, 2012, a copy of:
 - A State-issued Notice of Action, Notice of Determination, or Notice of Enrollment that includes the beneficiary's name and HCBS eligibility date during a month after June of the previous calendar year
 - A State-approved HCBS Service Plan that includes the beneficiary's name and effective date beginning during a month after June of the previous calendar year
 - A State-issued prior authorization approval letter for HCBS that includes the beneficiary's name and effective date beginning during a month after June of the previous calendar year
 - Other documentation provided by the State showing HCBS eligibility status during a month after June of the previous calendar year
 - A state-issued document, such as a remittance advice, confirming payment for HCBS, including the beneficiary's name and the dates of HCBS.

In retroactive LIS Cost Sharing situations, CMS guidance requires the CMS-contracted Medicare Part D Prescription Drug Plan (PDP) should work with Participating Pharmacies to provide them with direct reimbursement for any Cost Sharing Amounts not collected from LIS-eligible enrollees. Before Cost Sharing reimbursements are made for Medicare Members that are deemed LIS-eligible and/or living in long-term care facilities, plans must ensure that the pharmacies in question have not collected Cost Sharing amounts, waived Cost Sharing amounts, and are carrying a debt for the amounts incorrectly charged to Medicare Members.

To ensure Navitus accurately reimburses a pharmacy or a Member, Navitus requires the pharmacy to complete an attestation that instructs Navitus whether the pharmacy collected a Cost Sharing Amount from an LIS-eligible enrollee. Navitus uses the information provided on the attestation to determine if the Member or the pharmacy is to be reimbursed for the outstanding debt.

CMS Standardized Notice (CMS-10147) (OMB 0938-0975)

The Centers for Medicare and Medicaid Services (CMS) requires Medicare network pharmacies to issue the "Medicare Prescription Drug Coverage and Your Rights" notice

to Medicare enrollees each time an enrollee is denied coverage, and/or disagrees with cost-sharing information and the issue cannot be resolved at point of sale.⁵⁴ The notice must be provided if the pharmacy receives a reject claim transaction response (reject 569) that indicates the claim is not covered by the Medicare Part D benefit.

Navitus requires all Medicare Part D Participating Pharmacies – including retail, long-term care, home infusion, mail order, and specialty pharmacies – to complete and submit an attestation confirming compliance with the notice requirement as a condition of contracting with Navitus.

ATTESTATIONS can be obtained by contacting Navitus' Credentialing Team at 608-298-5776 or at credentials@navitus.com.

If a Medicare Part D Participating Pharmacy is found to be non-compliant with the notice requirement, it will be given an opportunity to correct the issue and submit proof of having provided the standardized notice. Failure to provide such proof may result in suspension or termination from the Medicare network

Auto-Ship and Refill Programs

Auto-Ship

Navitus requires Participating Pharmacies to obtain Member authorization prior to filling a new or refilling an existing prescription. This helps control fraud, waste and abuse and ensures that Medicare Members receive only new prescriptions and refills that are requested.⁵⁵

Auto Refill

Participating Pharmacies that use an automated fill program to improve adherence for Covered Products, must confirm with the Member or Member's caregiver or representative, prior to dispensing, that a refill be dispensed.

Further, Participating Pharmacies must complete a drug regimen review on all prescriptions filled as a result of the auto-fill program.

Participating Pharmacies can continue to use their auto-fill programs, provided the following apply:

- Member participation in the automatic delivery program is voluntary and opt-in only. Documentation of this opt-in must be on file.

⁵⁴ 42 CFR §423.562(a)(3) and §423.128(b)(7)(iii)

⁵⁵ 42 CFR §423.504

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- The prescription is for refills. New prescriptions that are e-prescribed, faxed, mailed, or phoned-in to the pharmacy, even if the new prescription is a continuation of existing therapy, do not apply.
 - Participating Pharmacy provides a minimum of two shipping reminders, which includes name of medication, scheduled shipping date/range, how to determine cost of medication and information on how to cancel the order prior to shipping.
 - Participating Pharmacy has easy-to-locate and easy-to-understand Medicare Member materials on how to disenroll from auto-fill programs, and the pharmacy responds promptly to all disenrollment requests.
 - The Participating Pharmacy confirms at least annually that the Member chooses to continue the automatic-fill program and upon receipt of each renewed prescription from a Prescriber, even if the new prescription is a continuation of existing therapy.
 - The Participating Pharmacy promptly discontinues automatic fill upon notification that a Medicare Member entered a skilled nursing facility or elected hospice coverage.
 - The Participating Pharmacy promptly discontinues automatic fill at the request of the Member or his or her caregiver or representative.
 - The Participating Pharmacy will refund the patient or payor for any prescription refilled through automatic fill if the pharmacy was notified that the patient wished to be removed from the automatic fill program, regardless of the reason, or the Participating Pharmacy was notified of request for disenrollment from the program before dispensing.

This policy limits unintended waste and costs by ensuring Members (or the Member's caregiver or representative) confirm that a prescription should be filled.

This criterion does not prevent pharmacies from utilizing a refill-reminder program that requests Members to pick up their prescriptions. Also, auto-fill criteria do not apply to long-term-care pharmacy dispensing and deliveries.

Home Infusion (Medicare Part D)

The following terms apply with regard to home infusion services including those provided to Medicare Members who receive benefits governed by CMS rules and regulations. "Home Infusion" means the administration of covered Drugs using intravenous, subcutaneous, and epidural routes (into the bloodstream, under the skin or into the membranes surrounding the spinal cord).

Services

Participating Pharmacy agrees that any services or activities performed by

Participating Pharmacy in connection with these terms shall be consistent and comply with each Payor's contractual obligations to its Members and CMS.⁵⁶ Participating Pharmacy agrees to ensure that possession of the appropriate Drug is delivered to each Member in a usable form, to verify the individual's eligibility each time a prescription is filled, to check its computer for information transmitted by Navitus about the individual's coverage, to perform quality assurance activities, to measure or mix (i.e., reconstitute or compound) consistent with the underlying prescription orders, to fill containers for Drugs when appropriate, to physically provide completed prescriptions to Members and to maintain the facility and equipment necessary to operate each pharmacy Location.^{57 58} Participating Pharmacy further agrees that all Drugs delivered to Members for use in their home infusion therapy shall be in a form that can be administered in a clinically appropriate fashion and shall not be delivered to Members in an unmixed, unusable form. Participating Pharmacy further agrees not to dispense to any Member any drug for which Participating Pharmacy has obtained pricing or discounts under Section 340B of the Public Health Services Act.⁵⁹

Quality Assurance Activities

Participating Pharmacy agrees in connection with the quality assurance activities referenced above, to review the prescribed drug therapy before each Drug is dispensed. Such quality assurance activities shall include, but are not limited to, (i) screening for potential drug therapy problems due to therapeutic duplication, (ii) age/gender-related contra-indications, (iii) over-utilization and under-utilization, (iv) drug-drug interactions, (v) incorrect drug dosage or duration of drug therapy, (vi) drug-allergy contraindications, (vii) clinical abuse/misuse, (viii) ongoing clinical monitoring and care coordination services; and (ix) ensuring that all ancillary professional services and ancillary supplies are in place for each Member before dispensing Drugs to each such Member.

Access to Home Infusion Pharmacies

Access to home infusion pharmacies to provide Medicare Members convenient access to home infusion pharmacies consistent with written policy guidelines and other CMS instructions.^{60 61}

⁵⁶ 42 CFR §423.505(i)(3)(iii)

⁵⁷ 42 CFR §423.100

⁵⁸ 42 CFR §423.153(c)(2)

⁵⁹ 42 USC §256b

⁶⁰ 42 CFR §423.120(a)(4)

⁶¹ Medicare Modernization Act and its implementing regulations

Participating Pharmacy:

- Meets Medicare requirements for Medicare Members⁶²
- Is capable of delivering home-infused drugs in a form that can be administered in a clinically appropriate fashion.
- Is capable of providing infusible Drugs for both short-term acute care and long-term chronic care therapies.
- Ensures that the professional services and ancillary supplies necessary for home infusion therapy are in place before dispensing home infusion drugs.
- Provides delivery of home infusion drugs within 24 hours of discharge from an acute care setting, or unless the next required dose as directed by the Prescriber is required to be administered later than 24 hours after discharge.

Long-Term Care

Long-term-care (LTC) pharmacies with Short-Cycle Dispensing are required to dispense solid oral doses of brand-name drugs, specified by CMS, to Members residing in LTC facilities in no greater than 14-day increments, except to the extent such requirements have been waived, as specified by applicable Medicare regulations⁶³

Long-term-care and home-infusion pharmacies must submit values in the following NCPDP telecommunication standard fields:

NCPDP FIELD	NCPDP FIELD NAME
384-4X	Patient Residence
307-C7	Place of Service
147-U7	Pharmacy Service Type

Participating Pharmacies can find more information regarding the submission of claims for LTC and home infusion on the Payor sheets found on Navitus' website <https://pharmacies.navitus.com/>.

⁶² 42 CFR §423.120(a)(4)

⁶³ 42 CFR § 423.154

Information necessary to identify LTC or home infusion dispensing:

NCPDP Segment	NCPDP Field	NCPDP Field Name	Value
Insurance	997-G2	CMS Part D Defined Facility	Y
Patient	384-4X	Patient Residence	00-Not Specified 01-01-Home 02-Skilled Nursing Facility 03-Nursing Facility 04- Assisted Living* 05- Custodial Care Facility (MED B use only) 06- Group Home 09-ICFMR* 11-Hospice 15-Prison/Correctional Institution
Patient	307-C7	Place of Service	01-Pharmacy 02-Telehealth 03-School 04-Homeless Shelter
Claim	147-U7	Pharmacy Service Type	01-Community/Retail 03-Home Infusion 05-Long Term Care 06-Mail Order 02-08-Specialty Care
Claim	420-DK	Submission Clarification Code	Refer to Chart Below

*ICF/IID (Intermediate Care Facilities for Individuals with Intellectual Disabilities) and Assisted Living Facilities are exempt from short-cycle dispensing.

Submission Clarification Code Values of High Risk and Extra Monitoring:

NCPDP Code/Value	NCPDP Description	NCPDP Explanation
16	LTC Emergency Box (kit) or automated dispensing machine	Indicates that the transaction is a replacement supply for doses previously dispensed to the patient after hours
18	Long Term Care Patient Admit/Readmit Indicator	Indicates that the transaction is for a new dispensing of medication due to the patient's admission or readmission status.
21	LTC dispensing: 14 days or less not applicable	Fourteen day or less dispensing is not applicable due to CMS exclusion and/or manufacturer packaging may not be broken or special dispensing methodology (i.e., vacation supply, leave of absence, ebox, splitter dose). Medication quantities are dispensed as billed
36	LTC dispensing: dispensed outside short cycle	Claim was originally submitted to a Payor other than Medicare Part D and was subsequently determined to be Part D

Audits

Navitus reserves the right to audit LTC Network Pharmacy Providers. Requests may include, but are not limited to, prescription files, records and signature logs or approved proof-of-delivery records. Proof-of-delivery for claims should be consistent with and maintained according to Laws and program guidelines including those for Medicare.⁶⁴

Navitus is tasked with collection of documentation for Acumen, Financial and other CMS administered audit reviews. For those audits, Navitus will request the required documents through written communications. The due dates and turn-around times may be shorter than the normal audit cycle and will be specified in the audit request. CMS does not generally supply results of these audits to Navitus or the pharmacies.

Pharmacies should respond timely with clearly labeled documents to avoid delays and further inquiries.

For LTC claims, Navitus follows the CMS established guidelines and requires the following to be included on the hard copy or physician orders:

- Member name
- Drug name and strength

⁶⁴ 42 CFR § 424.57(c)(12) and Medicare Program Integrity Manual Chapter 4, Section 4.26

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- DAW if applicable
 - Prescriber name
 - Prescriber signature
 - Order date
 - Specific directions for use

**Prescription orders must be current for the fill date specified. Standing orders that are greater than one-year-old will not be accepted.

Acceptable forms of supplemental documentation may include:

- An unsigned Medication Order for a controlled substance accompanied by supplemental information, such as a physician-signed page from the medical chart referencing review of order in progress notes
- A dictation note in a medical chart stating orders have been reviewed and approved by a physician
- A provider chart review log showing that a provider with prescriptive authority reviewed and approved a beneficiary's medication order
- A completed and signed Physician Attestation Form

Unacceptable stand-alone documentation includes:

- Prescription history only
- Pharmacy attestation
- Pharmacy transaction files
- Pharmacy Drug Utilization Review (DUR) Reports
- Pharmacy software screenshot
- Signature log
- Pharmacy micro-tag
- Refill requests that do not contain the required elements listed above
- Internal audit reports
- Packing lists
- MAR forms

Medicare Prescription Payment Plan (M3P)

CMS Medicare Prescription Payment Plan ("M3P"), which was established under the Inflation Reduction Act of 2022 ("IRA"), requires Medicare prescription drug plans to offer Part D enrollees the option to pay their out-of-pocket Part D drugs costs through monthly payments over the course of the plan year instead of as upfront payments at the pharmacy point of sale ("POS") beginning January 1, 2025. Pursuant to section 1860D-2(b)(2)(E)(v)(III)(ee) of the IRA, a Participating Pharmacy must provide notice to

Part D enrollees identified as “likely to benefit” from the M3P program, also called a “Medicare Prescription Payment Plan Likely to Benefit Notice.”

If a Part D enrollee is identified through the pharmacy notification process as likely to benefit, outreach and notification must be provided at the pharmacy POS. CMS has developed a standardized notice to be provided to Part D enrollees identified as likely to benefit from the M3P program, in addition to other M3P materials. To access these materials, please visit the CMS website: <https://www.cms.gov/files/zip/medicare-prescription-payment-plan-model-materials.zip>

Payment Card Industry (“PCI”) Compliance Adds:

Pharmacies who take credit cards must follow the Payment Card Industry Data Security Standards (PCI DSS). These standards prevent the use of credit card data, security code, and other transaction information from being recorded outside of the payment system for credit cards. Your pharmacy should ensure that credit card transaction information is not included in any claim submissions, emails, or other written or electronic communications. This information may not be adequately protected or meet the PCI DSS rules. For more information, you can learn more about the pharmacy’s responsibilities under [PCI Security Standards Council – Protect Payment Data with Industry-driven Security Standards, Training, and Programs](#)

Claims—Submission of Claims

Participating Pharmacy shall transmit to Navitus in accordance with the On-Line Adjudication Processing requirements, all claims for payment of Covered Pharmacy Services unless otherwise agreed upon in writing by Navitus.

BIN-PCN-Payor Sheets

Minimum required fields for claims submission: (required fields are subject to Plan Specifications)

BIN: 610602 (from ID Card)
PCN: (from ID Card) Group (from ID Card)
Member ID (from ID Card)
Date of Birth
Gender
Relationship Code
Pharmacy NCPDP
Rx Number
NDC
Quantity

Date Filled
U&C

Gross Amount Due (GAD) Payor Sheets are available at <https://pharmacies.navitus.com/>

Member Information (demographics, residence codes, allergies, etc.)⁶⁵

Participating pharmacy must maintain accurate patient medical records including Member contact information, allergies, and present residence at time of service.

Claim Edits

Following an online claim transmission by a pharmacy, the Navitus adjudication system will return a response to indicate the outcome of processing. If the claim passes all edits, a "Paid" response will be returned with the Navitus-allowed amount for the paid claim. A "Rejected" response, along with NCPDP rejection codes, will be returned when a claim fails one or more edits.

Quantity Dispensed

Participating Pharmacies must dispense the quantity authorized by the Prescriber and as allowed by State Law or up to the plan limitation. For proper reimbursement, the actual and allowed quantity dispensed to the Member should be submitted in the "Quantity Dispensed" field (442-E7).

Many NDC numbers are packaged in sizes that are not whole numbers. When entering a claim for a drug that is packaged in a metric decimal-sized package (e.g., 10.6 or 2.5), pharmacies must submit the exact metric decimal on the claim. Do not round up or down.

Unbreakable Packages

An unbreakable package, also referred to as a unit-of-use package, is a prescription medication that cannot be sub-divided into fewer dispensed quantities or contains a quantity designed and intended to be dispensed directly to a Member for a specific use without modification, except for the addition of a prescription label by a dispensing pharmacist (e.g., sterile eye drops, respiratory inhalers, insulin vials, etc.).

Pharmacies should bill for multiples of whole packages with the true Days' Supply and allow the claim to reject before reducing the Days' Supply and/or quantity. If the order is written for a quantity that calculates to be greater than the plan will allow, the quantity must be reduced to meet the plan limits. Navitus will allow pharmacies to round down to the max Days' Supply when 50% or greater of the final unbreakable package is

⁶⁵ Medicare Pharmacy Requirements

needed to reach the max Days' Supply.

- Drops example: Order is written for 10ml. One 5ml bottle of eye drops is a 20-day supply and the max day supply for the plan is 30. Navitus will allow two 5ml bottles or one 10ml bottle to be billed as a 30-day supply, since 50% of the second bottle will be used to reach 30 days. Pharmacies should refill, if allowed, based on true Days' Supply of 40.
- Test strip example: Three 50-count boxes of test strips is a 37.5-day supply. Pharmacies should reduce the quantity to two 50-count boxes as a 25-day supply, because only 20 strips of the third 50-count box (40%) will be used by the maximum 30-day supply allowed.

Insulin pens: Recent updates to the manufacturer's packaging include a statement about dispensing in the original sealed cartons only. If Pharmacy chooses to open the carton, such as in LTC settings, you will not be subject to recovery if the submitted claim is accurate. Navitus prefers splitting the cartons to aid in member adherence and mitigation of waste. Pharmacies should always calculate and bill the true day supply and may reduce the day supply per the plan limitations if a 7X-Day Supply Exceeds plan limitation rejection is received.

Effective 7/1/2020, for most Commercial and Exchange plans, Navitus will allow pharmacies to enter in Submission Clarification Code (SCC) of 10 to permit a rejected claim to pay, up to a maximum of 140 days. Your pharmacy will be notified of this option through our additional messaging which will state, "Pharmacy may submit with the true day supply by using Submission Clarification Code 10." Please note that additional member copays will apply. This SCC code will not override formulary restrictions or step therapy requirements.

NOTE:

- In all situations, the pharmacy must refill according to the true day supply and not the billed day supply.
- Navitus recommends not utilizing auto refill programs for these claims as this may result in overfilling and recoveries due to refill too soon.
- Per 12.02(b)(6) of the Participating Pharmacy Agreement pharmacies are not to use automatic refill dispensing without the express consent of the Member and Navitus.

Days' Supply

NCPDP's "Days' Supply" field (405-D5) is a key field referenced for Drug Utilization Review (DUR) and Early Refill edits. An incorrect Days' Supply can result in inaccurate DUR alerts and cause claims to reject for early refill. Navitus requires Participating

Pharmacies to use the following method to determine proper Days' Supply:

$\text{Quantity} \div \text{total dosage units per day} = \# \text{ of days medication will last Member}$

A 30-day supply is no longer standard. Many plan benefits permit extended days' supplies. Pharmacies should always transmit the accurate Days' Supply of the quantity dispensed. The On-Line Adjudication Processing system will communicate the allowable number of days per the Member's Plan limitation, up to ninety (90) day supply when allowed by the Payors' Plan Specifications.

Participating Pharmacies shall have no right to dispense quantities of Covered Products to Members in excess of Days' Supply as limited by the applicable Plan Specifications or an executed applicable network addendum to the Agreement, except as permitted by applicable Law. Should the Days' Supply submitted exceed the Member's Plan limitation, the message 9G- "Quantity dispensed exceeds maximum allowed" will display.

If exact directions are not provided by the Prescriber (e.g., "as directed" or "prn"), the pharmacist must contact the Prescriber to obtain mathematically useful directions so an accurate Days' Supply can be calculated and submitted. The Prescriber's verbal indications must be documented on the original prescription in accordance with applicable legislation. Documentation should include changes to directions, authorizing agent, date, time, and pharmacist's initials. For medications that fluctuate in dosage, the pharmacy must verify a maximum or "up to" daily dose. Prescriptions for topical agents must describe the affected area and note the information on the hard copy. "Apply to affected area" will not be accepted.

Refills

Pharmacies cannot push-bill or auto-refill prescriptions for Medicare or Medicaid Members without the Member consent or request or when prohibited by State Law as described in the Auto-Refill section. This also applies to prescriptions that are mailed to Members.

Refills must be specifically indicated by the Prescriber. Refills good for 6 months, 1 year, etc., unless otherwise stated, will not be accepted. Refills authorized must be expressed as a whole number. Original orders or refill requests initiated by the pharmacy should not contain the default number of refills.

Prescriber Refill Limitations:

- DEA schedule = Ø: Original + 11 refills within 365 days from original prescription-written date (or as further limited per Federal/State regulations)

Per Navitus policy, claims are not allowed to be refilled beyond 1 (one) year of the prescription-written date.

-
- DEA schedule = 2: No refills allowed
 - DEA schedule = 3, 4, 5: Original + 5 refills within 185 days from the original date Rx was written (or per Federal/State regulations)

NDC# and Package Size

Pharmacies must submit the NDC for the medication that accurately represents the drug dispensed to the Member.

Drugs labeled by the manufacture, "to be dispensed only in the original container or package," must be dispensed in the original packaging for plans that cover such drug products. All other packages, such as nitroglycerin patches, are considered "breakable" and, as such, must be dispensed for the quantity prescribed.

Repackaged/Relabeled Products

Navitus allows original manufacturer NDCs only. Navitus does not allow submission of repackaged products and will reject any repackaged or relabeled NDC. Claims for repackaged and/or relabeled NDCs submitted to Navitus will be subject to full audit recovery.

Generic Substitution

Pharmacies should substitute a generically equivalent drug for the brand prescribed, unless the Prescriber writes on the prescription in his/her own handwriting, the words "Brand Necessary," "Brand Medically Necessary" or similar wording as required by Law.⁶⁶

Navitus will follow the NCPDP standard designation for "Dispense as Written" (i.e., DAW 1) for electronic prescriptions. The Prescriber must indicate on the electronic prescription that DAW 1. In the "Notes to the Pharmacy," the Prescriber must type "Brand Medically Necessary" or similar wording, as required by Law, to indicate that the brand is to be dispensed. If the electronic prescription is received by the pharmacy with DAW 1, but without the corresponding message, the pharmacist must contact the Prescriber for a new prescription.

Handwritten prescriptions must include the words "Brand Medically Necessary" in the Prescriber's handwriting on the face of the prescription. Navitus does not allow pre-printed DAW notations. For telephoned prescriptions, the pharmacist should write "DAW" on the prescription and indicate whether it is Prescriber-originated or patient-originated.

Member Cost Sharing liability varies by each Payor's Plans Specifications. Some Payors allow the use of DAW codes while others do not. Pharmacies should rely on the On-Line Adjudication Processing system for plan details. Navitus monitors frequent submissions

⁶⁶ 42 C.F.R. §447.331 and 22 T.A.C. §309.3

of DAW codes and trial adjudications. Use of DAW 1 is not allowed if it was not initiated by the Prescriber in the original prescription.

Navitus considers such inappropriate use as Fraud, Waste and Abuse and the pharmacy may be subject to investigation, audit, or claims recovery.

Pharmacies are to use DAW 2 when a Member requests a Brand Drug. Any other DAW is unacceptable. Pharmacies must annotate the Member's request for a brand name in place of a generic on the hard copy prescription. Claims that do not include the appropriate annotation are subject to recovery.

Prescriptions with a DAW request must indicate the DAW code in the NCPDP field 408-D8 (Product Selection Code) on the submitted claim.

Dispense as Written (DAW) Codes

The table below indicates the DAW codes for claims submission. Codes may differ between Payor plans and can affect reimbursement.

DISPENSE AS WRITTEN (DAW)/PRODUCT SELECTION CODE (408-D8)	
DAW 0	No Product Selection Indicated (Substitution Allowed) <ul style="list-style-type: none">• This is the field default value that is appropriately used for prescriptions for single source brand, co-branded/co-licensed, or generic products.• Use when dispensing a multi-source generic, even if the prescribing provider indicates the DAW code for the generic product but does not specify a manufacturer.• Use when dispensing single-source brands (e.g., Invokana) because generic substitution is not possible.
DAW 1	Substitution Not Allowed by Prescriber (Prescriber writes DISPENSE AS WRITTEN or BRAND MEDICALLY NECESSARY) <ul style="list-style-type: none">• Use when the prescribing provider specifies the branded version of a drug on the hard-copy prescription or when instructed orally.• If the Member requests a brand, and it is not a prescribing provider-initiated instruction, transmit the DAW 2 code. (See following instruction.)
DAW 2	Substitution Allowed-Patient Requested Product Dispensed (Member requested) <ul style="list-style-type: none">• Use when the Member or the Member's representative requests a

	branded drug, even if the original prescription did not indicate "Dispense As Written."
DAW 5	Substitution Allowed-Brand Drug Dispensed as a Generic <ul style="list-style-type: none"> • Use when dispensing a brand as a generic. • Claims submitted with DAW 5 will be reimbursed at the generic price.
DAW 9	Substitution Allowed by Prescriber (Prescriber) but Plan Requests Brand <ul style="list-style-type: none"> • Appropriate when the Prescriber indicates product substitution is allowed, but the Member's Plan Formulary prefers brand to be dispensed. (This applies to certain plans only.)

Exclusions for Experimental and Investigational Services

Navitus will not allow coverage of the following drug therapies, medications, treatments, or formulations ("Products") in the absence of an approved clinical trial, where required by law, or where other coverage is explicitly available from a plan sponsor. Navitus will disallow payment of products used for purposes other than approved indications unless supported by nationally recognized studies or convention.

- Products which have not been determined to be safe and/or effective for a medical condition
- Products which lack or have insufficient clinical evidence from well-sized and scoped medical or scientific studies or trials published through federal research institutes or agencies or peer-review journals.
- Products which lack credible evidence to support the use when compared with standard drug therapies, medications, treatments, or formulations

Compounded Prescription Drug

A compounded medication consists of two or more FDA-approved ingredients, one of which must be a formulary medication. Ingredients are combined in the exact strength and dosage form tailored for a Member. Pharmacies are responsible for compounding approved ingredients that are of acceptable strength, quality and purity and with appropriate packaging and labeling, in accordance with USP and good compounding practices.

Navitus will reimburse for a compound drug if compounds are included in the Payor's covered benefit. Any drug used in a compound must follow the plan's Formulary as if each drug component was being dispensed individually. Please contact the appropriate call center found on the Member's card to confirm whether a Payor allows Compounded Prescription Drugs.

NDCs submitted for the compound must be the exact formulation of what is dispensed. If a compounded prescription ingredient is not approved by the FDA (e.g., Estriol), it is considered a non-covered product and will not be eligible for reimbursement; however, it must be submitted with the claim.

A compound worksheet or recipe is required (for audit purposes) with the prescription documentation and should include:

- name, strength, and dosage form of the compound
- names, quantities, NDCs and lot numbers of **all** ingredients included in the compound
- date, time, and name of the person who compounded the medication
- prescription number of the compound
- beyond-use date of compound; determination for the beyond-use date may be requested

Compound drug labels must list all active ingredients and strengths. For example, "Magic Mouthwash" is not an acceptable compound name as it does not indicate the make-up of the product. The label should also include the lot number (if one was provided) and the compound's expiration date.

Compound billings and worksheets must include every ingredient and the exact metric quantity of each ingredient.

Navitus uses the claim's compound and DUR segments to adjudicate a Compounded Prescription Drug.

- Use the Compound Code "2" (NCPDP field 406-D6) to submit a compound claim
- Claims billed with a value "0" will reject with the NCPDP D.0 **Reject Code 20: M/I Compound Code**.
- Navitus requires a compound claim to include the correct NDC for each ingredient (active and non-active) within the Compounded Prescription Drug. There must be a minimum of two NDCs and a maximum of 25 NDCs (NCPDP field 447-EC).
- The claim must include a qualifier of "03" (NDC) to be populated in NCPDP field 4-RE 488-RE, followed by NCPDP field 489-TE (NDC's).
- Pharmacies must submit a final product quantity.
- Pharmacies must submit the total ingredient cost.
- Pharmacies must submit the claim online and follow the POS messages that pertain to the ingredient coverage.
- If a prior authorization (PA) is required, pharmacies should follow the POS messaging to obtain a PA. Pharmacies should not circumvent the PA process by altering the Days' Supply and maintaining the same quantity or by reducing the quantity and Days' Supply to achieve a paid claim.

If an NDC for a non-covered drug is submitted, the claim will be denied.

- If pharmacies are willing to accept non-payment for the ingredient, an "8" in the Submission Clarification Code Field (420-DK located on the D.0 Claim Segment Field) should be submitted. That allows the claim to pay, and the pharmacy reimbursed for all drugs except the rejected medication(s).

Many Payors require prior authorization (PA) for compounds that exceed \$200. For rejections, pharmacies should obtain a PA. If a compound includes a drug that requires PA under the Member's Plan, the PA must be approved before the compound claim will pay.

Manual compound claims forms are available at www.navitus.com and the Appendix of this manual. Pharmacies are to submit for reimbursement the appropriate Level of Effort Code based on the complexity of the Compounded Prescription Drug. The code is to be populated in the NCPDP Field 474-8E (Level of Effort-DUR segment). Compounded Prescription Drugs that are made in large batches and then divided and dispensed to multiple Members should not include a level of effort code in excess of 11. Navitus will require complete batch records and will validate the accuracy of those records. Pharmacies that submit incorrect or excessive Level of Effort codes may be reviewed by Navitus' Audit Team or Special Investigation Unit (SIU) for FWA.

Code	Complexity	Examples	Reimbursement Amount
11	Lowest	Straightforward: Minimal amount of drug handling or storage to consider. (e.g., "Magic Mouthwash" and other combinations of manufactured dermatological creams/ointments)	\$15.00
12	Low	Service involves limited amount of drug handling or storage to consider. (e.g., simple suspensions, dermatological preparations)	\$25.00
13	Moderate	Service involves moderate amount of drug handling or storage to consider. (e.g., Omeprazole or Lansoprazole suspensions, pain creams in liposomal bases, troches, suppositories, capsules)	\$35.00

14	High	Service involves multiple amounts of dose calculations/conversions, drug handling, or storage to consider. (e.g., compound drug hormone, topical pain creams containing controlled substances, chemotherapy preparations)	\$50.00
15	Highest	Comprehensive: exceptional amount or complexity of dose calculations/conversions, drug handling or storage to consider (any sterile compound drug)	\$75.00

Sample NCPDP fields for the submission of a compound claim:

450-EF	COMPOUND DOSAGE FORM DESCRIPTION CODE
451-EG	COMPOUND DISPENSING UNIT FORM INDICATOR
452-EH	COMPOUND ROUTE OF ADMINISTRATION
447-EC	COMPOUND INGREDIENT COMPONENT COUNT
488-RE	COMPOUND PRODUCT ID QUALIFIER
489-TE	COMPOUND PRODUCT ID
448-ED	COMPOUND INGREDIENT QUANTITY
449-EE	COMPOUND INGREDIENT DRUG COST
490-UE	COMPOUND INGREDIENT BASIS OF COST DETERMINATION
474-8E	DUR/PPS LEVEL OF EFFORT

Unacceptable Practices for Medications Billed as Compounded Prescription Drugs

Navitus considers the following practices to be unacceptable:

- Billing for NDCs other than those listed on the compound drug worksheet/recipe
- Billing a dosage form other than what is listed on the compound drug worksheet/recipe
- Billing for a compound that has a commercially available equivalent product available
- Incomplete or missing worksheet/recipes
- Adding ingredients that are not prescribed
- Failure to follow POS messaging regarding rejected claims
- Omitting ingredients to get a claim to pay

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- Manufacturing compound drugs in the absence of proper authority, certification or licensure from the pharmacy board or State

Coordination of Benefits (COB)

Navitus supports electronic COB (also known as “split billing”) and secondary claims in accordance with NCPDP standards. The COB segment is required to submit secondary claims. COB values one (1) through eight (8) are supported and will drive the claim if secondary adjudication applies.

Claims denied by the primary carrier should be submitted with the NCPDP standard reject code identified on the COB segment. If a reject message indicates the carrier does not accept secondary coverage, notify the Member. Participating Pharmacies are required to accurately coordinate benefits for Members and submit both primary and secondary claims, as directed by the Member and in compliance with applicable Laws and regulations. COB is required under Medicare Part D⁶⁷ and State Medicaid. Many of Navitus’ commercial plans coordinate benefits for their Members.

COB claims can be submitted electronically up to 90 days from date of service.

Timely Filing Limits

The timely filing limit from the date of service is 90 days for all initial claims. Claims that exceed the prescribed timely filing limit will deny with NCPDP Error 81, “Claim Too Old by x days.”

Federal/State Disaster

When a Federal or State disaster is declared, Navitus’ clients have the option to temporarily remove the “refill too soon” (RTS) edit. When a disaster is declared and the RTS edit is relaxed, affected pharmacies attempting to fill a medication sooner than allowed, may or may not receive a rejected claim. For Medicare claims, upon receipt of the rejection “Refill Too Soon,” pharmacies can resubmit the claim by entering ‘13’ in the Submission Clarification Code (SCC) Field. (420-DK).

To ensure compliance, Navitus will conduct monitoring and oversight on the usage of SCC ‘13’ on submitted claims. This includes the number of times a claim is filled for a Member during the time limit of the disaster declaration. For Commercial and Exchange Members the usage of SCC ‘13’ is limited to once every 180 days. Outreach to Participating Pharmacies may occur when outliers are identified that raise potential concerns.

Participating Pharmacies also have a responsibility to evaluate appropriate dispensing to members and to report members to Navitus where such members appear to be seeking

⁶⁷ [Coverage/PrescriptionDrugCovContra/downloads/Chapter14.pdf](#)

excessive refills in quantities that may be wasteful or abusive.

Pharmacies are responsible for being aware of disaster declarations, public health emergencies or other alerts that remove restrictions on claims processing where members may exploit such restriction removal for abuse or excessive refills.

Claims—Remittance

Navitus shall remit to Participating Pharmacy funds for eligible claims requesting payment of Covered Pharmacy Services in accordance with Exhibit A (Participating Pharmacy Reimbursement) to this addendum and each other pricing addendum selected by Participating Pharmacy in connection with this addendum, less all Cost Sharing Amounts. Participating Pharmacy agrees and reaffirms that under the Participating Pharmacy Agreement and this addendum, Navitus is not responsible or liable for the funding of claims and is not a guarantor or insurer for the funding for claims. Payment shall be remitted from funds received from applicable Payors to Participating Pharmacy.

Electronic Fund Transfer (EFT) and 835 Remittances

Navitus offers pharmacies the option to receive payments via automated clearing house (ACH) and remittances through electronic ASC X12 5010 835 (accessible through a file transfer protocol [FTP] server). For participating pharmacies to receive ACH payments, they must complete both of the following:

- Electronic Fund Transfer (EFT) Form
- 835 Request Form

Forms may be found at www.navitus.com. Send completed forms to Navitus.

- Fax: 608-298-5877
- Email: payments@navitus.com
- Mail: Navitus Health Solutions
Attn: Pharmacy Networks
1025 W Navitus Drive
Appleton WI 54913

Pharmacies that want to continue to receive paper checks, but prefer an electronic remittance through the secured FTP server need to fill out the 835 form or go to www.navitus.com.

Please allow 21 business days for setup as Navitus places test files on the FTP server to ensure a smooth transition for pharmacies.

After the initial set-up, Participating Pharmacies are responsible to obtain the 835 files from the FTP server within 14 business days. Files that are not retrieved within 14

business days will automatically delete from the server. Navitus reserves the right to charge an additional fee to recreate an 835 file.

Rejected claims denied through the online adjudication system do not appear on the Remittance Advice.

Payment Cycle

Navitus shall pay each funded clean claim via paper or electronic draft, as applicable, submitted by Participating Pharmacy within 14 days of the date on which an electronic claim is received and within 30 days of the date on which non-electronically submitted claims are received in accordance with these terms and conditions of this addendum. In no event shall payment be required to be made hereunder by Navitus pursuant to claims received more than ninety (90) days from the date services are rendered, unless Participating Pharmacy notifies Navitus in writing within such period that a claim for such services has been presented to another Payor for payment. To the extent that a Payor does not issue, mail, or otherwise transmit payment for a clean claim within 14 days of the date on which an electronic claim is received and within 30 days of the date on which a non-electronically submitted claim is received, the Payor will pay interest to the Participating Pharmacy consistent with applicable law.

Navitus' standard pharmacy payment cycle is twice monthly unless an alternative is required by Federal or State Law.

- Date of fill, 1st through 15th: Clean Claims payable within 30 days
- Date of fill, 16th through last day of month: Clean Claims payable within 30 days

The pharmacy reimbursement cycle for Medicare Part D adheres to CMS guidelines, requiring completion within 14 days.

Pricing/MAC Research Requests

Navitus produces a proprietary MAC list and corresponding unit costs. We utilize multiple sources of information to determine each product's unit cost on the Navitus MAC List. Sources include pharmacy acquisition costs, information from various wholesalers and retail pharmacy providers, publicly available State-reported average acquisition costs, publicly available national average drug acquisition cost (NADAC) information as published by CMS, along with other applicable data.

Navitus' pricing is passed-through, which means pharmacies are reimbursed the same as clients are invoiced for claims. Navitus routinely adjusts MAC prices in response to information received from its provider partners. The full MAC list and a list of recent price changes are available on the pharmacy portal at www.navitus.com.

Please email or fax the Navitus Pricing Research Request Form for any reimbursement

questions and concerns. The form is available through the Navitus Pharmacy Help Desk or the Provider Portal on our website, www.navitus.com.

Please be sure to provide the following information:

- Complete pharmacy identifying information
- Complete claim information (or attach a copy of the claim if it includes key details)
- A copy of the wholesaler invoice that lists the net acquisition cost of the product or other proof of purchase price; required.
- A list of discounts and chargebacks to confirm true acquisition costs
- Note the primary wholesaler in the comments section

We will respond:

- Via phone or in writing within 15 days of receipt of request or in accordance with State rules.
- If the NDC is approved for adjusted pricing, the pharmacy can reprocess within seven business days and the effective date of the adjustment would be for the fill date indicated on the Pricing Research Request Form.

Navitus does NOT guarantee that all claims produce a positive margin. Navitus will evaluate the information provided. However, it is not obligated to adjust any claim or make changes to the pharmacy reimbursement or MAC list.

Claims—Prescription Utilization Program

Formulary

Payors utilize a Formulary to support cost-containment and quality of care. Navitus works with Payors to help create formularies that meet the needs of Members. The Navitus Pharmacy and Therapeutics Committee supports and reviews all standard formularies.

Formularies are provided for reference for drug therapy selections.

If a non-Formulary drug is prescribed, pharmacies should use clinical judgement and/or coordinate with the patient to determine the best course of action, such as contacting the prescriber to change to a formulary medication or submit an exception to coverage request.

Step Therapy

Step therapy is a method to reduce the cost of treatment by ensuring a proven and cost-effective therapy is tried before progressing to more costly remedies. Step therapy requirements are automated at the point of sale and adjudicate if all requirements are met. Participating Pharmacies should refer to the Member's Formulary to determine if the prescribed drug is subject to step therapy protocol. The Navitus Pharmacy and

Therapeutics Committee supports and reviews all standard step therapy protocols for clinical appropriateness.

Prior Authorization (PA)

Prior authorization requires a Prescriber to receive pre-approval for coverage of select drugs under the terms of the Payor's pharmacy benefit plan. The Navitus Pharmacy and Therapeutics Committee supports and reviews all standard prior authorization protocols for clinical appropriateness.

- Enhance the appropriate use of specific medications
- Promote adherence to evidence-based clinical guidelines
- Proactively manage the risks associated with medications that have significant side effects
- Support cost-effective medication management strategies.

If the following rejection messages are received, the Prescriber can request an exception to coverage form or PA form be faxed to them, or pharmacies can download the form from www.navitus.com > Pharmacies > Pharmacies Login.

- "70: Product/Service Not Covered Plan/Benefit Exclusion"
- "75: Prior Authorization Required"
- "608: Step Therapy, Alternate Drug Therapy Required Prior To Use Of Submitted Product Service ID"

To prevent delays, Navitus requires the most current PA form specific to the Member's plan. Correct PA forms and exceptions to coverage criteria can be obtained from Navitus' Customer Care (preferred method).

Please note the following: **Some PA forms specific to a Payor or line of business may not be available on this site**

- Some PA forms vary by lines of business as a result of differing clinical criteria.
- Use of the incorrect form may result in a delay of coverage determination.
- Use of expired or incorrect forms from third parties (e.g., CoverMyMeds®) may also result in a delay of coverage determination.

If pharmacies receive a reject 70, Product/Service Not Covered Plan/Benefit Exclusion:

- 1) Pharmacies can change to a Formulary product with prescriber approval, or
- 2) Pharmacies or Prescribers can initiate an exception to coverage process
 - a. Contact Customer Care to begin the exception to coverage process

-
- b. Customer Care will provide the Navitus Exception to Coverage form to the Prescriber (including the information required for approval)
 - c. Prescriber's signature and direct authorization on the form is required
 - i. Proxy or agent signatures from the pharmacy on the Prescriber's behalf are not acceptable.
 - 3) When a determination has been made, notification will go to the Member and Prescriber

If pharmacies receive a reject 75, Prior Authorization Required:

- 1) Pharmacies can change to an unrestricted Formulary product with prescriber approval, or
- 2) Pharmacies or Prescribers can initiate the prior authorization process
 - a. Contact Customer Care to begin the PA process
 - b. Customer Care will provide Navitus' PA form to the Prescriber
 - c. Prescriber's signature and direct authorization on the form is required
 - i. Proxy or agent signatures from the pharmacy on the Prescriber's behalf are not acceptable.
 - d. When a determination has been made, notification will go to the Member and Prescriber
 - e. Prescribers have the option to complete the PA request over the phone, but completing the PA form is preferred because the criterion for coverage is clearly indicated on the form

Navitus may apply a limitation of coverage based on Prescriber specialty, trial and failure or contraindication to Formulary alternatives, patient lab values, diagnoses, and any other Member-specific clinical data necessary to determine appropriateness.

Non-Urgent Prior Authorization Requests

- Prescribers or pharmacies request the PA form or access it through www.navitus.com
- Prescribers complete and fax requests to the number listed on the form
- Prescribers will be contacted if additional information is needed
- Decisions will be rendered within the timeframe indicated on the PA form upon receipt of complete information
- Decisions will be faxed to Prescribers and letters mailed to Members
- If complete information is not received within the required timeframe, requests will be denied

Urgent (Life-Threatening) Requests

- Prescribers can request or obtain the applicable PA form from www.navitus.com
- Prescribers should contact Navitus Customer Care with notification that an urgent request was submitted. Prescribers can also write URGENT on the PA form if the need for the request is because of a life-threatening situation
- Prescribers will be notified of a decision as expeditiously as possible, most often within 24 hours.

DUR Programs

Navitus requires Participating Pharmacies to conduct drug utilization reviews (DUR) at the point of sale, per OBRA 90.⁶⁸ Reviews should compare prescribed medications against previous drug histories for the following edits:

- Clinically significant drug-to-drug interactions
- Therapeutic duplication
- Drug-disease contraindication
- Drug allergy interactions
- Incorrect drug dosage or duration of drug treatment
- Clinical abuse/misuse

Upon identifying any clinically significant conditions, situation or items listed above, the pharmacist shall take appropriate steps to avoid or resolve the problem including consultation with the prescriber.

Navitus will conduct retrospective reviews that monitor Prescribers and Participating Pharmacies for outlier activities. Retrospective reviews will also determine whether services were delivered as prescribed and consistent with payment policies and procedures.

Concurrent Drug Utilization Review (CDUR)

Navitus' CDUR program consists of various levels of responses, depending upon the level of severity of the interaction being measured. Navitus' claims adjudication system reviews areas including but not limited to potential drug-drug interactions, dose checks (high/low, maximum/minimum), drug-sex interactions, drug-age interactions, duplicate therapy, late refill, morphine milligram equivalent (MME) and acetaminophen high dose.

Potential levels of drug-drug interactions are major, moderate, or minor. Depending on the severity of the interaction, Navitus may return a DUR message.

Hard Rejects cannot be overridden and require a call to the appropriate call center.

⁶⁸ [Social Security Act §1927 \(ssa.gov\)](http://www.ssa.gov)

Participating Pharmacies may receive a phone number to call with the reject.

Soft Rejects can be overridden by the pharmacy by using the following fields and values. To override a soft reject, the following fields, must be populated:

439-E4: Reason For Service Code

440-E5: Professional Service Code

441-E6: Result of Service Code

The fields are located in the DUR/PPS Segment of the NCPDP telecommunication standard transaction.

Reason for Service Codes—The following codes will be accepted by Navitus:

Code	Description
DC	Drug Disease
DD	Drug-Drug Interaction
DR	Dose Range
HC	High Cumulative Dose
HD	High Dose
LD	Low Dose
LR	Underuse
MX	Excessive Duration
PA	Drug-Age
SX	Drug-Gender
TD	Therapeutic Duplication

Professional Service Codes— The following codes will be accepted by Navitus::

Code	Description
MØ	Prescriber consulted - Indicates prescriber communication related to the collection of information or clarification of a specific problem.
MR	Medication review Indicates comprehensive review and evaluation of a patient's entire medication regime
PH	Patient medication history – Code indicating the establishment of a medication history database on a patient to serve as the foundation for the ongoing maintenance of a medication profile.
PØ	Patient consulted - Code indicating patient communication related to collection of information or clarification of a specific problem
RØ	Pharmacist Consulted Other Source

Results of Service Codes— The following codes will be accepted by Navitus:

Code	Description
1A	Filled As Is, False Positive - Cognitive service whereby the pharmacist reviews and evaluates a therapeutic issue (alert) and determines the alert is incorrect for that prescription for that patient and fills the prescription as originally written
1B	Filled Prescription As Is - Cognitive service whereby the pharmacist reviews and evaluates a therapeutic issue (alert) and determines the alert is not relevant for that prescription for that patient and fills the prescription as originally written
1G	Filled, With Prescriber Approval - Cognitive service whereby the pharmacist reviews and evaluates a therapeutic issue (alert) and fills the prescription after consulting with or obtaining approval from the prescriber
3E	Therapy Changed - Cognitive service whereby the pharmacist reviews and evaluates a therapeutic issue (alert), recommends a more appropriate product or regimen then dispenses the alternative after consultation with the prescriber
4B	Dispensed, Palliative Care
4C	Dispensed, Hospice
4D	Dispensed, Cancer Treatment
4J	Dispensed, Patient Is Not Opioid Naïve
4K	Prescriber Specialty Exemption-Oncology or Non-Hospice Palliative Care
4L	Prescriber Specialty Exemption-Hospice
4R	Dispensed, Sickle Cell Disease

For specific edits, Navitus will accept:

DUR Reject 88	Reason for Service	Professional Service Code	Result of Service Code
Drug-Disease	DC	M0, MR, P0, PH	1A, 1B, 1G
Drug-Drug: Major	DD	M0, MR, P0, PH, R0	1A, 1B, 1G
Drug-Drug: Opioid/ Benzodiazepine	DD	M0 MR	1G, 4B, 4C, 4D, 4K, 4L, 4R, 4D, 4R, 4B, 4C, 4D, 4K, 4L, 4R

		R0	
Drug-Drug: Opioid/ Prenatal	DD	M0, MR, P0, PH, R0	1A, 1B, 1G
High Cumulative: 90 MME Care Coordination (MME)	HC	M0, R0	4B, 4C, 4D, 4K, 4L, 4R
		MR	4D, 4R
		M0	1G, 4R
High Dose: >2.0 to ≤ 2.5x Max Daily Dose	HD	DE, MØ, MR, RØ	1A, 1B, 1G
Opioid Naïve	MX	M0, R0, MR	4B, 4C, 4D, 4J, 4R 4D, 4J, 4R
Patient Age: Codeine/ Tramadol	PA	M0, MR, PH, R0	1A, 1B, 1G
Patient age: Cough/Cold	PA	M0, MR, PH, R0	1A, 1B, 1G
Therapeutic Duplicate: Long- Acting Opioids and Opioid/Buprenorphine	TD	M0, R0	4B, 4C, 4D, 4K 4J, 4R
		MR	4D, 4R
		M0	1G, 4R
Therapeutic Duplicate: GLP-1	TD	M0, R0, MR, PH	1A, 1B, 1G, 3E

Retrospective Drug Utilization Review (RDUR)

Navitus' RDUR programs focus on determining the appropriateness, necessity, quality, and reasonableness of the medications that were dispensed to a patient through claims review.

The execution of RDUR interventions enables us to retrospectively review Member profiles that may have an opportunity for cost containment or safety optimization. These clinical alerts, and their associated patient profiles, are aggregated by Prescriber for the initiation of an intervention specifically designed to improve therapeutic outcomes, as well as safety and quality of Member care.

Safety-Focused Programs—Reviews for this program begin after four months of participation and are then reviewed every four months following. RDUR safety program examples include, but are not limited to, the following:

Controlled Substance Monitoring (CSM)

- Multiple prescriptions for controlled medications (Schedule II, III, IV and V) from more than one provider and filled at more than one pharmacy during a pre-defined period

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- Navitus' clinical staff reviews Member profiles
 - Appropriate interventions with Member profiles sent to Prescribers

Expanded Fraud, Waste, & Abuse (FWA)

- Multiple prescriptions for drugs with high potential for abuse
 - Drug categories include muscle relaxants, migraine medications and other medications that have potential for overuse or abuse
- Navitus' clinical staff reviews Member profiles
- Appropriate interventions with Member profiles sent to Prescribers

Duplicate Therapy

- Identifies Members receiving multiple prescriptions with similar therapeutic purposes
- Ability to simplify Members' drug regimens may save Members money and lead to greater adherence
- Navitus' clinical staff reviews Member profiles
- Appropriate interventions with Member profiles sent to Prescribers

Multi-Prescriber and Multi-Prescription

- Prescriptions from multiple health care Prescribers or Members with multiple drug regimens
- Appropriate interventions with Member profiles sent to Prescribers
- Identifies Members exhibiting the greatest potential for optimizing medication therapy with respect to the number of providers or number of concomitant medications
- Improves coordination of care and Members' adherence to medication therapy
- Helps reduce adverse drug events and duplicate therapies

Morphine Milligram Equivalent (MME)

- Identifies Members who have been prescribed an average of 90 MME or greater per day by one or more physicians within a specific time frame
- Profiles sent to providers also list potentiator medications filled by member(s), which can prolong and/or intensify the effect of opioids, and can increase the risk of opioid overdose
- Navitus' clinical staff reviews Member profiles
- Appropriate interventions with Member profiles sent to Prescribers

Claims—Clinical Patient Management

Pharmaceutical Care Incentives (PCI)

The Pharmaceutical Care Incentives (PCI) Program is designed to compensate pharmacists for extra time spent counseling Members and providing training. Eligible services are described below.

Participation in this program is determined by Navitus' clients and may be modified or discontinued at any time.

Qualifying Clinical Services:

Formulary Interchange

NDC Number: 99999-9999-32

Submit quantity of 1 Reimbursement: \$4.00

Eligible for billing when changing a Member from a non-Formulary drug to a Formulary drug where prior authorization (PA) is not required. Prescriber contact and approval is required. Formulary alternatives are available on the pharmacy portal at www.Navitus.com or by calling Customer Care. A qualifying example includes:

- Contacting the Prescriber and receiving approval to change from a Tier 3 drug to a Tier 1 or 2 drug that does not require a PA

For Texas Medicaid, eligible for billing when changing a non-preferred drug to a preferred drug that does not require a PA. Prescriber contact and approval is required. The Texas Medicaid Drug Utilization Review Board makes recommendations for the preferred drug list (PDL) and clinical prior authorizations four times a year and the PDL is updated twice a year (July and January). Formulary alternatives are available by calling Customer Care or by visiting www.txvendordrug.com. A qualifying example includes:

- Contacting the Prescriber and receiving approval to change from Xerese (acyclovir/hydrocortisone) to acyclovir

Therapeutic Interchange

NDC Number: 99999-9999-33

Submit quantity of 1 Reimbursement: \$12.00

Eligible for billing when changing a Member's prescription to a more cost-effective option or switching a drug that requires a PA to a therapeutically equivalent agent that does not require a PA. Prescriber contact and approval is required. Qualifying examples include:

- Contacting the Prescriber and receiving approval to change from Denavir to acyclovir

ointment

- Changing the strength and dose of a medication to a configuration that achieves the same prescribed dose with a lesser quantity (e.g., changing sertraline 50mg 1 tab qd to sertraline 100mg tab ½ tab qd)
- Contacting the Prescriber to discontinue a medication the Member no longer requires (e.g., PPI 2 months after initiation)
- Contacting the Prescriber to discontinue a drug that causes the Member an adverse effect and/or obtaining authorization to replace it with a safer alternative (e.g., stopping Metformin in a renal impaired patient)

Change of Dose

NDC Number: 99999-9999-34

Submit quantity of 1 Reimbursement: \$5.00

Eligible for billing when the prescribed dose is higher or lower than the recommended dose or the duration for use is insufficient or excessive. Requires a prescription change to be approved by the Prescriber. Do not submit if the Prescriber omits essential information for billing, such as the strength of medication when multiple strengths are available, as a call to the Prescriber would be needed anyway. Qualifying activities include:

- Contacting the Prescriber and receiving approval to lower the dose according to renal function
- Contacting the Prescriber and receiving approval to increase the dose when an optimal therapeutic effect is not yet attained (e.g., target dosing) *
- Contacting the Prescriber to discontinue a drug because of a contraindication in hepatic or renal dysfunction, in the presence of a severe-rated interacting medication or when the patient is already receiving a therapeutic equivalent

*DUR rejects indicating a preferred strength for a medication are not eligible for change-of-dose billing (e.g., changing from clindamycin 150mg 2 qd #10 to clindamycin 300mg 1 qd #5).

Patient Compliance Monitoring

NDC Number: 99999-9999-35

Submit quantity of 1 Reimbursement \$10.00

Eligible for billing when a pharmacist addresses compliance with the Member for two specific situations:

1. Educating the Member post-pick-up on the importance of finishing a short-term

therapy. A qualifying activity includes:

- Follow-up telephone call to the Member 3-4 days after dispensing an acute antibiotic or oral corticosteroid prescription, to assess the efficacy and tolerability and emphasize adherence to treatment. Documentation of the phone call should include name of pharmacy person who called, and the date and duration of the call.
2. Educating the Member on the importance of taking maintenance medication regularly when less than a 70% compliance rate is determined by any one of the following approaches: Days' Supply dispensed (not to include today) / total days between the last two fills; Member regularly requests to fill prescriptions > 10 days early or later than expected; or the Member regularly asks for refills of a medication because it was lost or stolen. Notification to the Prescriber is required. Qualifying activities include:
- Identifying and correcting reasons for late fills and communicating this to the Prescriber
 - Assessing and implementing a medication-organization plan that may or may not include a pill organizer, unit dose packaging or other adherence enhancing tools (the specific tool is not reimbursable). Communication of the adherence plan to the Prescriber is necessary.
 - This can be billed only once when the program is implemented. Do not bill with each fill.
 - Navitus does not reimburse for time spent setting up cycle med boxes.
 - Assessment, identification and addressing specific adherence barriers and approaches to overcome barriers. Barriers can include cost (switching drug to a lower-cost alternative), refill reminders, transportation issues (mail order or delivery services) and recruiting a reliable and willing caregiver to assist in the adherence plan.

Qualifying Training Services

Glucose Monitors

NDC Number: 99999-9999-36

Submit number of minutes (up to 30) as the quantity Reimbursement: \$1 per minute, up to 30 minutes

Limits: 1 billing of up to 30 minutes per member, per year

Inhalers and/or Peak Flow Meter NDC Number: 99999-9999-37

Submit number of minutes (up to 10) as the quantity Reimbursement: \$1 per minute, up

to 10 minutes

Limits: 1 billing of up to 10 minutes per member, every 6 months

Blood Pressure Monitor

NDC Number: 99999-9999-38

Submit number of minutes (up to 15) as the quantity Reimbursement: \$1 per minute, up to 15 minutes

Limits: 1 billing of up to 15 minutes per member, per year

Nasal Inhalers

NDC Number: 99999-9999-39

Submit number of minutes (up to 5) as the quantity Reimbursement: \$1 per minute, up to 5 minutes

Limits: 1 billing of up to 10 minutes per member, every 6 months

Insulin Training

NDC Number: 99999999948

Submit number of minutes (up to 20) as the quantity Reimbursement: \$1 per minute, up to 20 minutes

Limits: 1 billing of up to 20 minutes per member, every 3 months

Submitting Pharmaceutical Care Incentive (PCI) Claims:

General Information

PCI claims are submitted online utilizing the claims adjudication system. Please fill out the Pharmacy Care Incentives Documentation Form and use as guidance when billing.

The form includes the following fields:

- Member Name: Submit a claim under the Member for whom the intervention was performed
- Indicate the Service Provided by checking the box next to the service
- NDC Number: Use the NDC that corresponds to the intervention performed (see Reference Chart)
- Rx#'s from all Prescriptions: In most cases, this would include the Rx# of the original product prescribed and the Rx# of the product dispensed.
- Prescriber Name: If the prescription was changed, submit the Prescriber who authorized the change, but include both Prescriber's names on the documentation form.

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- Patient Compliance Monitoring – submit that the Prescriber was notified of the compliance issue
 - Patient Training – submit the name of the Prescriber who authorized the prescription
 - Description of Change (for clinical services): Include a brief explanation of the change. Example: from Lyrica to Gabapentin
 - Training Time in Minutes (for Member training): Limits apply. See Qualifying Training Services section for time limits.
 - Date of Intervention or Care: The date the clinical service or training was provided to the Member. Reminder: PCI billing must be completed at the time the intervention was performed, not the date the prescription was filled.
 - Patient Signature: A signature is required for all training billings and preferred for clinical services. Compliance monitoring that is completed via phone should include the name of pharmacy person spoken with and the date and duration of the call.

A Member may undergo more than one intervention at the point of service, such as multiple interventions in the same category or interventions from multiple categories. An intervention NDC can be billed only once per Rx number (e.g., compliance monitoring cannot be billed with each fill).

We suggest that pharmacies mark or indicate the original prescription to reflect that it underwent a pharmacist intervention.

Payment to the pharmacy for PCI will be included in the normal pharmacy payment cycle. Navitus reserves the right to audit or request documentation of Prescriber contact and/or authorization. Participation in this program may vary by Navitus client. Reimbursement rates are subject to change or cancellation.

Participation in the following programs is determined by Navitus' clients and may be modified or discontinued at any time.

Medication Synchronization Benefit

Check the Member's plan to verify coverage for this service.

Medication Synchronization occurs when a member picks up eligible prescription medications at their participating local pharmacy in one convenient monthly visit. The local pharmacist will facilitate medication synchronization by coordinating the monthly pick-up date for eligible maintenance prescriptions. Medication synchronization results in satisfaction for the plan sponsor, pharmacy provider, and the member. The plan sponsor will experience improved overall health care costs and an engaged population, while the pharmacy provider can expect regular, dependable traffic to the store. The

member will see improved medication adherence and health and enjoy the convenience of fewer pharmacy trips.

The pharmacist should check their pharmacy system to see if a medication synchronization program exists. If no program is offered, the pharmacist should discuss the addition of a medication synchronization program with their leaders. When available within the member benefit, to support medication synchronization efforts, Navitus' claims adjudication system will enable a proration of the cost of the member's refill copayment. Override code 47 may be used during the initial synchronization transaction to prorate the member's copayment for a shortened days' supply fill (catch-up doses). If a dispensing pharmacy receives a rejection for "plan limitations" or "refill too soon" during the subsequent refill transaction, after the first shortened days' supply fill, override code 48 may be used.

Client-Specific Programs

340B

The 340B Program is a drug pricing program implemented under Section 340B of the Public Health Services Act,⁶⁹ as amended, and related guidance and notices issued by HRSA and OPA, under which manufacturers that sell covered outpatient drugs at prices that do not exceed a statutorily determined price to eligible healthcare organizations, clinics, drug programs, hospitals and other safety net providers who qualify as 340B covered entities "HRSA Covered Entities". Pharmacies should meet all applicable Federal and State Laws, regulations, guidance, and notices relating to the 340B Program

Participating Pharmacies who are providing 340B pharmacy services will perform the following:

- Dispense covered outpatient drugs to Members in accordance with all applicable Laws and regulations
- Perform drug utilization review
- Support each Covered Entity's Formulary
- Maintain Member profiles for each Covered Entity
- Provide medication therapy management and other clinical pharmacy services
- Counsel and advise each Covered Entity's Members in accordance with the rules, limitations, and privileges incident to the pharmacist-patient relationship
- Maintain and retain books, records and reports (whether in written or electronic

⁶⁹ 42 USC §256b

form) required under 340B program requirements

- Agree that such books, records, and reports shall be available for examination, inspection or audit
- Establish, monitor and maintain an inventory and dispensing tracking system suitable to prevent diversion of covered outpatient drugs to non-Members

Member Eligibility and Dispensing

Navitus, on behalf of its Payor and Participating Pharmacies, will develop, implement, and maintain a system to verify Member eligibility under HRSA guidelines. Participating Pharmacies will dispense covered 340B outpatient drugs only in the following circumstances:

- Upon presentation of a prescription bearing the applicable HRSA Covered Entity's name, Member's name, a designation that the Member is a patient at the HRSA Covered Entity, and the signature of a Provider affiliated with the HRSA Covered Entity; or
- Upon receipt of a prescription ordered by telephone or other means of electronic transmission that is permitted by Law for a Member from a Provider who is affiliated with the HRSA Covered Entity and states that the prescription is for an HRSA Covered Entity's Member.
- Navitus will furnish Participating Pharmacies with or publish a list of each covered entity's qualified health care Prescribers and will regularly update such lists.

Prohibition on Resale, Transfer or Duplicate Medicaid Discounts

Participating Pharmacies will implement and maintain written policies, procedures and safeguards to avoid drug diversion and duplication of discounts in connection with the 340B Program.

- A Participating Pharmacy will not dispense, sell, or otherwise transfer any covered outpatient drug or other drug purchased at 340B Program prices to an individual who is not a qualified patient under the 340B program and Member.
- A Participating Pharmacy will not use covered outpatient drugs purchased under the 340B Program to fill or to dispense Medicaid prescriptions unless the applicable HRSA Covered Entity, Participating Pharmacy, and the state Medicaid agency have established a written arrangement or protocol to prevent duplicate discounts.
- If the Participating Pharmacy determines that, there has been diversion or duplicate discounts in connection with the 340B Program, the pharmacy will notify Navitus immediately in writing and cooperate with Navitus and the affected HRSA Covered Entities to remedy the problem.

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- If a Participating Pharmacy is determined by Navitus to have violated the drug diversion prohibition, the pharmacy will immediately pay Navitus the amount of any discount at issue for the purpose of enabling the HRSA Covered Entity to reimburse the manufacturer for diverted products.
 - Navitus reserves the right to immediately terminate the pharmacy's participation in the 340B network.
 - The Participating Pharmacy acknowledges and agrees that covered outpatient drugs are subject to specific pricing under applicable 340B Laws.
 - The Participating Pharmacy will not directly or indirectly negotiate, contract or agree with any pharmaceutical manufacturer or other person for the purpose of obtaining access/performance Rebates, discounts, financial incentives, price concessions or rebate arrangements with, or other direct or indirect remuneration, that are designed to, or likely to, directly or indirectly influence or affect utilization or volume of covered outpatient drugs (together, "Rebates").
 - The Participating Pharmacy further agrees to cancel, as of the effective date, any existing Agreements or contracts with any pharmaceutical manufacturers or other persons or entities to the extent such Agreements or contracts are related to such Rebates in connection with a Member's drug utilization.
 - If the Participating Pharmacy takes any action which violates the 340B Agreement, Navitus may terminate the Agreement immediately upon written notice to the Participating Pharmacy or take such other corrective or remedial action as warranted under the circumstances.

Ship To and Bill To Process

The Participating Pharmacy acknowledges and agrees that under the 340B Program, HRSA Covered Entities own all covered outpatient drugs and arrange with manufacturers or their representatives to be billed directly for such drugs. The covered outpatient drugs will be shipped directly to the pharmacy. The pharmacy will compare shipments received to the orders and inform Navitus, in writing, of discrepancies within five (5) business days of receipt of the covered outpatient drugs. As between the Participating Pharmacy and Navitus, Navitus and each Covered Entity will be responsible to make timely payments to manufacturers and their representatives for covered outpatient drugs delivered to the Participating Pharmacy.

Recordkeeping and Audits

Navitus and the Participating Pharmacy will identify the necessary procedures, processes, books, records and reports for Covered Entities to meet their ongoing responsibility to ensure billing compliance, adherence to applicable 340B Laws, and to establish mechanisms to ensure availability of compliance information for periodic

independent audits and investigations. These records requirements will survive the expiration or termination of the 340B Agreement. The pharmacy is required to **identify detailed reporting/records: dispensing, prescription orders, receipts of drugs/results of reconciliations.**

Separate Records

- A Participating Pharmacy will maintain books, records and reports (whether in written or electronic form) related to its duties and obligations under the 340B Agreement for the period required by Federal and State Laws and regulations.
- Books, records, and reports will include, but not be limited to, prescription files, inventory turn reports, inventory and ordering and receipt records and the Participating Pharmacy's tracking system.
- The Participating Pharmacy will ensure that all pertinent reimbursement accounts and dispensing records maintained by the pharmacy will be accessible separately from the Participating Pharmacy's operations and will be made available to Navitus, covered entities, HRSA, manufacturers and their respective representatives.
- The Participating Pharmacy agrees to cooperate with audits, examinations, or inspections in connection with the 340B Agreement or with any Covered Entity's compliance with 340B Laws and other applicable Laws that may be published.

Audits

- Participating Pharmacies will provide documentation upon request from Navitus, each HRSA Covered Entity, manufacturer, auditor and their respective representatives. Such documentation shall include but is not limited to all controls to avoid drug diversion and duplication of discounts.
- Navitus, Covered Entities, outside parties (e.g., HRSA, OPA, HHS and manufacturers), and their respective representatives will have the right to audit, examine and inspect the Participating Pharmacy's books, records, operations, policies, procedures, processes and reports that are related to the Participating Pharmacy's duties and obligations under the 340B Agreement, including, but not limited to, compliance with the 340B Laws' prohibitions related to drug resale or transfer and duplicate discounts.
- The Participating Pharmacy acknowledges and agrees to all requirements of 340B Laws pertaining to audits, including, but not limited to, HSRA guidance that audits follow standard business practices for audits, including audit trails and use of standard reports.
- Navitus, Covered Entities, manufacturers and their respective representatives will have

the discretion to determine the methodology to be used to ensure compliance and obtain the necessary information.

- This provision will survive the expiration or termination of the 340B Agreement.

Certification of Data

- The Participating Pharmacy acknowledges that books, records, reports, data and information provided or made available by the Participating Pharmacy to Navitus, a Covered Entity, a manufacturer, OPA HRSA, HHS or generated or created by the Participating Pharmacy as a result of the provision of 340B pharmacy services to Members, will be used by Navitus and its covered entities for compliance with applicable 340B Laws.
- The Participating Pharmacy certifies, represents, and warrants that such books, records, reports, data and information will be accurate, complete and truthful.
- The Participating Pharmacy agrees that an officer with the authority to bind the Participating Pharmacy, will upon request certify the accuracy, completeness and truthfulness of all such books, records, reports, data and information; and acknowledge that all such books, records, reports, data and information will be used by Navitus and Covered Entities for purposes of compliance with applicable 340B Laws.
- In the event the Participating Pharmacy identifies inaccurate, incomplete books, records, reports, data or information that is not truthful as having been provided to Navitus, Covered Entities, a manufacturer or its respective representatives, the Participating Pharmacy will promptly notify Navitus, in writing, and will promptly provide Navitus corrected information and all related documentation.

Safety-Net Institution Pharmacies

Participating Pharmacies that are contracted with or owned by safety-net institutions that purchase outpatient drugs under the HRSA 340B Program must submit claim values per the NCPDP Telecommunication Standard guidance (e.g., submission clarification code and/or basis of cost determination) that identify use of 340B inventory for the dispensed Covered Products to Members.

Required Use of NCPDP Claim Submission Values

- The Participating Pharmacy acknowledges and agrees that Navitus is required to report all claims submitted for drugs purchased under the 340B Drug Pricing Program to Payors and, as applicable, to state Medicaid agencies.
- Navitus requires a Participating Pharmacy that dispenses 340B inventory drug to a Member, to populate industry-developed values in the NCPDP Telecommunication

Standard fields to identify claims for non-340B Covered Products from 340B purchased drugs.

- The Participating Pharmacy will submit the value "20" in the Submission Clarification field (420- DK) and the value "08" in the Basis of Cost Determination field (423-DN) for all qualifying 340B claims.

Contracted payors are additionally required to report to Medicaid agencies all paid claims submitted for Covered Products purchased under the 340B program.

- HRSA policies, state Medicaid agency policies, Navitus and MCO Payor policies prohibit Payors from collecting Rebates for 340B claims.
- The Participating Pharmacy is subject to continual monitoring and audits of its use of the required NCPDP fields.

90-Day at Retail

The benefit limit for quantities of Covered Products may vary per the plan's limitations. At a minimum, a 34-day supply will be covered. Some plans may include a limited Formulary that allows up to a 90-day supply of a Covered Product. Pharmacies can process a 90-day supply claim for a covered product by using the Days' Supply field. A response that includes an NCPDP Plan Limitations Exceeded (Reject 76) will indicate that the particular product does not qualify for a 90-day supply.

Mail Order

Navitus subcontracts with multiple vendors to offer a choice of vendors to clients. Our objective is to provide alternatives that best meet the Payor's needs based upon geographic location, pricing and utilization of a transparent business model. Pharmacies must be contracted as mail order to participate with Navitus as a mail order pharmacy.

Mail order pharmacies may be in the Members' network, and, depending on plan design, will be either mandatory or voluntary. In both situations, Members are not to be charged fees, such as postage or handling, for obtaining Covered Products at mail order Participating Pharmacies.

Pharmacies are to submit claims using Pharmacy Service Type "6" in the 147-U7 field of the claim submission. Maintenance of either a signature log or a record of shipment, including tracking numbers, will be required for audit purposes.

Specialty Pharmacy

Pharmacies must be contracted as specialty to participate with Navitus as a specialty pharmacy.

Specialty pharmacies may be in the Members' network, and, depending on plan design,

will be either mandatory or voluntary. Some Navitus' Payor benefit plans may include a mandatory specialty program that requires the use of certain specialty pharmacy providers to obtain specialty medications. Medications that need to go through this type of specialty program will reject with code "4W" and the message, "PM excludes; required through specialty pharmacy; please refer to the phone number Navitus returns at point of sale for medications that require the use of the Navitus specialty pharmacy."

Other Navitus' Payor benefit plans may include an open network specialty program, which requires an open network specialty contract. Non-participating pharmacies will initially receive a reject of "40: pharmacy not contracted" with a prompt to contact Navitus to initiate specialty contracting.

Specialty drugs are higher-priced medications that require additional clinical management and oversight to ensure efficacy and appropriate use in certain therapeutic categories. Navitus contracts with specialty pharmacy providers to distribute and manage the medications. Payors solely elect to use the specialty provider(s) and include the mandatory specialty therapies in their benefit designs.

State Medicaid Regulations

For Managed Medicaid, refer to the "State Regulatory Requirements" and [Navitus' Payor Sheets and Bulletins](#) for Plan Specifications.

For Fee-for-Service Medicaid, refer to the state-specific website.

Vaccinations

A majority of Navitus Payor benefit plans include vaccinations. Pharmacies participating in the vaccination program can process claims for vaccinations. If the vaccine is not covered, the pharmacy will receive a rejected response. Pharmacies should consult the Formulary for a listing of covered vaccinations.

Monitoring And Auditing

Overview

As the prescription benefit manager (PBM) for various Payors, Navitus has an obligation to ensure all contracted services are provided. Compliance with the Participating Pharmacy Agreement (PPA) is required. Navitus will perform pharmacy monitoring and audit functions to ensure program integrity. Navitus reserves the right to audit, examine and inspect the performance of Participating Pharmacy, its Locations, and each Approved Delegation, on an on-going basis, in any manner that the Payors or Navitus deem appropriate for compliance with the Payors' obligations. Audited pharmacies are identified based on internal analysis, external information provided to Navitus or compliance calls to Navitus. Advance notice is provided to pharmacies, unless otherwise

specified in the PPA, as required by applicable State/Federal Law or if suspected fraud has been identified.

WHEN FRAUD IS SUSPECTED, NOTICE BY NAVITUS TO THE PHARMACY IS NOT REQUIRED!

Navitus' monitoring and audit activity will be in the form of pre-payment monitoring review, desk, on-site, invoice, correspondence or special investigation. Navitus will follow required audit rules for states with specific pharmacy auditing regulations. At Navitus' election, Participating Pharmacy shall provide Navitus with all Documents or copies thereof related to the provision of such Covered Pharmacy Services and/or certifications of Participating Pharmacy's compliance with the requirements of these terms. The rights specifically reserved for Navitus, and its Payors shall not relieve Participating Pharmacy from its duties or obligations under these terms.

Investigations, monitoring, and auditing activity can commence in accordance with the PPA at any time and audits can extend within one (1) year of the PPA termination. Failure to comply with an investigation, inquiry, audit or monitoring may result in recoveries and/or termination from the network. Pharmacies will receive written results following an audit.

Pre-payment Monitoring Claim Review

The Navitus Pharmacy Audit Team conducts a screening of claims billed during the next business day looking for aberrancies with significant financial impact. Pharmacy outreach via phone or email for claims identified will request pharmacies to review and verify their billing submission and make any appropriate corrections. No documentation submission is required.

Desk Audits

A desk audit is a retrospective review of adjudicated claims in a final paid status. Navitus will send an audit notice letter to the applicable pharmacy that requesting copies of prescriptions and signature logs. These documents are to be securely emailed, faxed, or mailed to Navitus within twenty (20) calendar days. If documentation is not received within twenty (20) days, a second notification will be sent, and the pharmacy will have an additional ten (10) calendar days to submit the documentation.

Upon review of the claims, a letter will be sent to the pharmacy with preliminary audit results. A detailed description of any errors found along with dollars at risk will be included in the preliminary results. The pharmacy will be allotted thirty (30) calendar days to appeal the results, if applicable Appeals must be in writing. Acceptable appeal documentation can include Prescriber notes, Prescriber attestation letters, written and/or electronic documentation of changes made to original hard copies with dates specified, pharmacy system screen shot or other items that support the claims in

question. An appeal form can be found in the Appendix and on the pharmacy provider web portal. Appeals will not be accepted after the thirty (30) day appeal period has passed. Final audit results will be faxed or mailed to the pharmacy after the appeal window closes and will include the dollar amounts of any financial recovery. No further appeals will be accepted once the final letter is issued unless specifically allowed by state law. Any appeals to the final letter will follow the same appeal process as that of the preliminary audit results.

Audit requests on behalf of CMS for Acumen or PDE validation may have different timelines and document requirements. Specific information will be provided in audit notification.

On-Site or Virtual On-site Audits

Pharmacies selected for an on-site or virtual on-site audit will receive notification thirty (30) days prior to the audit, as specified in the Participating Pharmacy Agreement, or as required by applicable State/Federal Law.

The notification will inform the pharmacy of:

- Date and time of the audit (if in person)
- Auditor's photo (if in person)
- Pharmacy records required for the audit (masked list of prescription numbers, signature logs, invoices, etc.)

On-site and virtual on-site audits will be conducted during the pharmacy's regular business hours. For in-person audits, an auditor will visit the pharmacy to review applicable documentation in support of the claims submitted to Navitus. The auditor will determine whether the pharmacy is in compliance through verification of Licenses, certifications, procedures and through reference to specific sections of the Provider Agreement and applicable rules, laws, and regulations.

Pharmacy staff will need to retrieve documentation. Audit documentation, including prescriptions and supporting documentation, may be copied/scanned by the auditor as permitted under HIPAA for operations and payment.

Following an on-site audit, the auditor will provide general feedback as to what was observed during the audit. Pharmacies will receive written preliminary findings within fourteen (14) business days following the audit. Information on how to appeal the results of the audit will also be supplied.

For virtual on-site audits, the auditor will review the requested documents in support of the claims submitted to Navitus and contact the pharmacy via phone or video call to review any findings. Pharmacies will receive a letter including preliminary findings within

fourteen (14) business days following the virtual interview and discussion. Information on how to appeal the preliminary findings will also be provided during the interview and included in the preliminary results letter.

Appeals

For onsite, virtual and desk audits, pharmacies will have thirty (30) calendar days from the date on the Preliminary Results letter to review the claim(s) in question and contest the results by supplying supporting documentation. Appeals to the final results letter are only considered if appeal is specifically allowed by state law. All Appeals must be submitted in writing. Please go to www.navitus.com for a copy of the appeal form. Multiple appeals on the same claim will not be considered.

Prescriber statements will be accepted only on the Prescriber letterhead or the physician verification form in the [appendix](#) and should include:

- Prescriber's address and telephone number
- Member's full name and date of birth
- Drug name and strength
- Date written and method of transmission (origin)
- Specific directions (include original and clarified directions)
- Diagnosis (ICD-10), if required for claim payment
- Quantity and refills authorized
- Prescriber's signature, date, and stamp (if available)
 - Telephone prescriptions are not acceptable as post-audit documentation.
 - Statements prepared by the pharmacy for a Prescriber to sign will not be accepted. Member statements may be considered and should include:
 - Member's address and telephone number
 - Drug name
 - Prescription number
 - Date of service
 - Member's signature and date

The auditor will review the appeal and supporting documentation. The pharmacy will be notified of the final audit results once the appeal window has closed. Appeals will not be accepted after the thirty (30) day appeal period has passed.

Audit Recoveries

Recoveries may be necessitated by claim errors that result from poor documentation or filing procedures. Premature destruction, incomplete records, clerical errors resulting in financial harm, or missing records will not be accepted as reasons for incomplete documentation. All unsubstantiated claims are subject to full recovery as a Navitus Overpayment. Audit recoveries can be handled by:

- Offsetting the audit recovery amount from the pharmacy's next remittance
- Requesting the pharmacy to reverse and reprocess the claim, if the claim is less than 90 days old
- Collection request

Audit Guidelines

Prescription Hard Copies

Requirements for a valid prescription:

- Member's full name and date of birth
- Drug name and strength
- Date written
- Specific quantity to dispense
- Specific directions that are mathematically useful to calculate day supply
- DAW, if applicable
- Refills authorized, if applicable
- Prescriber DEA or XDEA for controlled prescriptions
- Prescriber's signature
- Name of other authorizing Prescriber, if different from named Prescriber such as a supervising physician.

Changes made to the original order must be documented in accordance with State and Federal Laws. At a minimum, documentation should include date, time, name of the agent authorizing the change and the pharmacist's initials. "Per MD" is not acceptable documentation.

Signature Logs

At a minimum, a signature log should include the Rx number, date filled, date picked up or delivered and signature of the Member, caregiver or authorized representative who picked up the prescription. The pharmacy should ensure its process incorporates all state requirements.

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- **Reminder: Pharmacies are required to complete reversals of the Prescription Drug claim within the same payment cycle as the submission or no later than fourteen (14) calendar days after the claim was adjudicated where prescriptions have not been delivered to or picked up by Member.

Use as Directed

Navitus' standard requires the pharmacy to obtain specific directions that are mathematically useful in calculating day supply for use. Prescriptions should include detailed directions to ensure the accurate calculation of Days' Supply. If directions are unclear, the pharmacy must call the Prescriber, verify the directions, and Document the specific directions on the hard-copy prescription. The pharmacy must also note the date and time the information was received, the agent that clarified the order, and the pharmacist's initials. For medications that fluctuate in dosage, the pharmacy must verify a maximum or "up to" daily dose. Prescriptions for topical agents must describe the affected area and note the information on the hard copy. "Apply to affected area" will not be accepted.

Quantity/Days' Supply

Pharmacies should submit the exact quantity authorized by the Prescriber in correlation with the correct Days' Supply. If the claim rejects, it should be re-adjudicated with a quantity and Days' Supply supported by the Member's benefit plan.

Dispense as Written

For prescriptions submitted with a DAW other than "0", the reason for the selection code must be documented on the hard-copy prescription and in compliance with applicable Laws, rules and regulations.

Ophthalmic/Otic Solutions/Suspensions

Navitus calculates ophthalmic and otic medications using 16 drops per ML, unless otherwise indicated by the manufacturer. Claims should be submitted based on the 16 drops per ML or manufacturer guidelines for the proper calculation of Days' Supply.

Origin Code

All prescriptions must be submitted with an accurate and valid origin code in field 419-DJ.

- 1 = written: Prescription obtained via paper
- 2 = telephone: Prescription obtained via oral instructions or interactive voice response using a phone
- 3 = electronic: Prescription obtained via SCRIPT or HL7 standard transactions

-
- 4 = facsimile: Prescription obtained via transmission using a fax machine
 - 5 = pharmacy: Any situation where a new Rx number is assigned from an existing valid prescription

Prescriber Identifiers

Navitus requires Participating Pharmacies to submit the correct and valid NPI of the prescribing Prescriber agent for each claim. Organizational NPI numbers will not be accepted.

- If applicable, the pharmacy must submit the correct and valid prescribing agent's Prescriber DEA number.

Federal Regulatory Requirements For Applicable Programs

The following terms are applicable to services provided by pharmacies to Navitus Members who receive benefits. The terms are a summarized subset from Navitus' current standard addendums for Payor benefits. These terms supersede any conflicting language in Agreements that have not been updated to reflect the terminology listed below.

Medicare Retail Services (including mail order)

1. Definitions

2. Reimbursement

3. Authority; Locations; Compliance with Law; Internal Monitoring; and Credentialing

Participating Pharmacy shall, in accordance with 42 CFR §423.505(i)(4)(iv) to comply with all applicable Law and CMS instructions. Participating Pharmacy also shall, in accordance with 42 CFR §423.153(c)(1), comply with the standards for pharmacy practice as established by Law for its Locations. Participating Pharmacy and its pharmacists shall be duly licensed to practice pharmacy in each State or jurisdiction where it provides pharmacy services to Medicare Members. Evidence of such licensure shall be provided to Navitus upon request. Participating Pharmacy shall, in accordance with 42 CFR §§423.136 and 423.505(b)(14): (a) to comply with all Laws regarding the confidentiality, privacy, security and disclosure of medical records or other health and enrollment information, including, but not limited to the HIPAA Rules; (b) with respect to a Medicare Member's information, maintain procedures that specify how and why information is used within the organization and to whom and for what purposes information is disclosed outside the organization; (c) to ensure that medical information is released in accordance with applicable Law, including but not limited to, court orders and subpoenas; (d) to maintain such records and information in an accurate and timely

manner; and (e) to ensure timely access by Medicare Members to the records and information that pertain to them.

4. Participating Pharmacy Qualifications

4.1 Business Integrity; Governmental Investigations and Debarment. Participating Pharmacy further agrees to (as defined in 42 CFR §423.100) where its pharmacies are located; and Participating Pharmacy agrees to notify Navitus promptly and in writing of all investigations conducted by any State board of pharmacy or other Federal or State Governmental Authority in connection with the practice of pharmacy and all pending and final disciplinary actions by any such board or authority against Participating Pharmacy or any of its pharmacists.

4.2 Disclosure of Price Differentials

4.3 Offering Covered Part D Drugs at the Calculated Price

4.4 Compliance and Fraud Program and Complaints

4.5 Delegation of Duties

4.6 Sub-Delegation of Duties.

5. Monitoring

6. Billing and Payment

7. Member Protections

8. Monitoring: Audit Maintenance of Records

9. Term and Termination

The services identified in Sections B, C, and D, below, are subject to the terms listed in Section A, above, in addition to the terms set forth in the sections below, unless such terms EXPRESSLY conflict with the terms in Section A.

10. Home Infusion Therapy Pharmacy Medicare Services

11. Long-Term-Care Pharmacy Medicare Services

The terms below are offered by Navitus on behalf of its Payors as a standard contract to any willing pharmacy that desires to provide Covered Pharmacy Services to long-term-care (LTC) residents (as defined below) and accepts these terms.⁷⁰ Nothing in these terms is intended, or shall be construed, to require, direct or permit: (a) the assignment or referral of any minimum or maximum number of LTC

⁷⁰ 42 CFR §423.505(b)(18)

residents to Participating Pharmacy; or (b) the furnishing by Participating Pharmacy of Covered Pharmacy Services to any individual who is not a LTC resident of a LTC Facility that is affiliated or under contract with Participating Pharmacy.

12. Definitions.

LTC resident” means a Member who receives medical, assisted living and related services from a LTC Facility. Participating Pharmacy shall provide Navitus with complete and concise records of each LTC facility serviced by Participating Pharmacy.

13. Dispensing Activities.

Participating Pharmacy agrees⁷¹ to ensure that possession of the appropriate Part D Drug is transferred to each LTC resident, to verify the individual’s eligibility each time a prescription is filled, to check its computer for information transmitted by Navitus about the individual’s coverage, to perform quality assurance activities in accordance with to measure or mix Part D Drugs consistent with the underlying prescription orders, to fill containers for Part D Drugs when appropriate, to physically provide completed prescriptions to LTC residents and to maintain the facility and equipment necessary to operate each pharmacy Location.⁷² Participating Pharmacy further acknowledges and agrees that it will meet the requirements of the Patient Protection and Affordable Care Act (PPACA) and regulations related to the short cycle dispensing of certain prescription orders.⁷³ Participating Pharmacy further agrees not to dispense to any Medicare Member any drug, for which Participating Pharmacy has obtained pricing or discounts under Section 340B of the Public Health Services Act.⁷⁴ Participating Pharmacy shall dispense Part D Covered Products in regards to quantity dispensed⁷⁵ to Medicare Members who reside in LTC facilities⁷⁶ Participating Pharmacy must dispense solid oral doses of brand name drugs to Medicare Members in such facilities in not greater than fourteen (14) day increments.⁷⁷ Participating pharmacies shall be permitted to use uniform dispensing techniques for Part D Covered Products to Medicare Members in LTC facilities and Participating Pharmacy must collect and report information, in a form and manner

⁷¹ 42 CFR §423.100

⁷² 42 CFR §423.153(c)(2),

⁷³ 42 CFR Section 423.154

⁷⁴ 42 USC §256b

⁷⁵ 42 CFR §423.154

⁷⁶ 42 CFR §423.100

⁷⁷ 42 CFR §423.4

specified by CMS, on the dispensing methodology used for each dispensing event⁷⁸, and on the nature and quantity of unused brand and Generic Drugs⁷⁹ dispensed by Participating Pharmacy to Medicare Members residing in a LTC facility.

Reporting on unused drugs is waived for drugs dispensed by participating pharmacies that dispense both brand and Generic Drugs, in no greater than 7-day increments for those participating pharmacies that attest to Navitus in writing of such dispensing procedures.

14. Transition Process.

Participating Pharmacy acknowledges that each Medicare Plan provides transitional coverage for non-Formulary Prescription Drugs in a temporary supply, which is not less than thirty-one (31) days for LTC residents. Nothing in these terms is intended, or shall be construed, to create a differential transition process within any such Medicare Plan for some or all the Medicare Members who receive Covered Pharmacy Services from Participating Pharmacy. Participating Pharmacy agrees to cooperate with any process established by Navitus or its Payors for providing a transition for LTC residents who are stabilized on Prescription Drugs that are not on the relevant Formulary.⁸⁰

15. Performance and Services Criteria.

15.1 Inventory. Participating Pharmacy shall maintain a comprehensive inventory of Part D Drugs commonly used in long-term care settings. Participating Pharmacy shall maintain a secured area for physical storage of drugs, with necessary added security as required by Federal and State Law for controlled substances. This section is not to be interpreted to require any inventory or security measures outside of those currently being done and performed in Participating Pharmacy's normal business setting.

15.2 Pharmacy Operations and Prescription Orders. Participating Pharmacy shall retain the services of a dispensing pharmacist so as to meet the requirements of pharmacy practice for dispensing Prescription Drugs to LTC residents. Such pharmacist shall conduct drug utilization reviews to screen routinely for allergies and drug interactions, to identify potential adverse reactions, identify inappropriate drug usage in the LTC resident population and promote cost effective therapy in the long-term care setting. In addition, Participating Pharmacy shall maintain pharmacy software and systems sufficient to meet the needs of Prescription Drug ordering and distribution to such LTC facility.

⁷⁸ paragraph (a)(1) of section §423.154

⁷⁹ §423.4

⁸⁰ Medicare Prescription Drug Benefit Manual, Chapter 6, Section 30.4

Participating Pharmacy shall provide its procedures manual (in written and electronic form) to Navitus and sufficient written copies of such manual to each LTC facility for use at its nurses' unit. Participating Pharmacy also shall provide each LTC facility and its staff ongoing training to assure that the LTC facility staff is proficient in Participating Pharmacy's processes for ordering and receiving medications. Participating Pharmacy shall be responsible for return and/or disposal of unused medications following discontinuance, transfer, discharge or death as permitted by the State boards of pharmacy. Controlled substances and out-of-date substances shall be disposed of within State and Federal guidelines.

- 15.3 *Special Packaging.* Participating Pharmacy shall maintain capacity sufficient to provide specific Prescription Drugs in unit-of-use packaging, bingo cards, cassettes, unit dose or other special packaging commonly required by LTC facilities. Participating Pharmacy shall maintain access to, or arrangements with a vendor to furnish supplies and equipment, including, but not limited to labels, auxiliary labels, and packing machines for furnishing drugs in such special packaging as required in the LTC setting.
- 15.4 *Intravenous Medications.* Participating Pharmacy shall maintain capacity sufficient provide intravenous ("IV") medications to LTC residents as ordered by a qualified medical professional. Participating Pharmacy shall maintain specialized facilities (i.e., a clean room) for the preparation of IV medications. Participating Pharmacy further shall furnish special equipment and supplies and IV-trained pharmacists and technicians as required to provide IV medications safely.
- 15.5 *Compounding/Alternative Forms of Drug Composition.* Participating Pharmacy shall provide specialized drug delivery formulations as required for LTC residents. Participating Pharmacy acknowledges that LTC residents may be unable to swallow or ingest medications through normal routes and may require tablets split or crushed or provided in suspensions or gel forms, to facilitate effective drug delivery, and Participating Pharmacy shall provide such services.
- 15.6 *Pharmacist On-Call Service.* Participating shall provide on-call, 24 hours-a-day, 7 days-a-week service with a qualified pharmacist available for handling calls after hours. Participating Pharmacy shall provide medication dispensing available for emergencies, holidays and after hours of normal operations.
- 15.7 *Delivery Service.* Participating Pharmacy shall provide for delivery of Part D Drugs to the LTC facility up to seven days each week (up to three times per

day) and in-between regularly scheduled visits. Participating Pharmacy shall provide emergency daily service 24 hours-a-day, 7 days per week. Specific delivery arrangements will be subject to Agreement by Participating Pharmacy and the LTC facility. Participating Pharmacy shall provide safe and secure exchange systems for delivery of Part D Drugs to the LTC facility. In addition, Participating Pharmacy shall provide medication cassettes, or other standard delivery systems, which may be exchanged on a routine basis for automatic restocking. Participating Pharmacy also shall deliver Part D Drugs to each LTC facility's carts as a part of routine "dispensing."

- 15.8 *Emergency Boxes.* Participating Pharmacy's shall provide "emergency" supplies of medications as required by the LTC facility in compliance with State requirements. Whenever possible, such "emergency" supplies shall include commonly prescribed Part D Drugs in accordance with each Medicare Plan's Formulary.
- 15.9 *Emergency Log Books.* Participating Pharmacy shall maintain a system for logging and charging medication used from emergency/first dose stock. Participating Pharmacy further agrees to maintain for each LTC resident a comprehensive record of such resident's medication order and drug administration.
- 15.10 *Miscellaneous Reports, Forms; and Prescription Ordering Supplies.* Participating Pharmacy shall provide reports, forms and prescription ordering supplies necessary for the delivery of quality pharmacy care in the LTC setting. Such reports, forms and prescription ordering supplies include, but are not limited to, provider order forms and monthly management reports to assist the LTC facility in managing orders, medication administration records, treatment administration records, interim order forms for new prescription orders and boxes/folders for order storage and reconciliation in the facility. Participating Pharmacy also shall provide reports, forms and information required to Navitus to the extent such information assists in satisfying any reporting requirements under the Patient Protection and Affordable Care Act (PPACA).
- 15.11 *Additional Performance Standards and Criteria.* Participating Pharmacy shall comply with all other performance standards or criteria for its operations or services as, (i) established by CMS from time-to-time, (ii) established under any Law, including requirements of applicable State boards of pharmacy, and (iii) mutually agreed upon by Participating Pharmacy and Navitus from time-to-time or as provided in these terms.

16. Full-Benefit Dual Eligible Individuals; Reimbursement of Cost Sharing Amounts.

In the event a LTC resident is a “full-benefit dual eligible individual” who meets the definition of an “institutionalized individual”⁸¹, and is incorrectly charged a Cost Sharing Amount under a MA-PD Plan or a PDP, Navitus on behalf of such Medicare Plan shall work with Participating Pharmacy to provide Participating Pharmacy with direct reimbursement for any Cost Sharing Amounts not collected from such LTC resident; provided that Participating Pharmacy has not collected or waived such Cost Sharing Amounts, and, in fact, is carrying a debt for the amounts incorrectly charged to such institutionalized individual; and provided, further that, Participating Pharmacy certifies the foregoing.⁸²

17. Waiver or Reduction of Cost-Sharing Amounts.

Participating Pharmacy may, to the extent expressly permitted by Law, waive or reduce a LTC resident’s Cost Sharing Amount only if done in an unadvertised, unsolicited non-routine manner after determining in good faith that the LTC resident is financially needy or after failure to collect such amount despite reasonable efforts.⁸³ In the case of such a waiver or reduction on behalf of a LTC resident who is a subsidy eligible individual⁸⁴ Participating Pharmacy may waive or reduce such LTC resident’s Cost Sharing Amount without regard to the standards set forth in the preceding sentence; provided, Participating Pharmacy does not advertise to, or solicit, LTC residents that such waivers or reductions are available.

During a period of Low-Income Subsidy (LIS) retroactivity, Participating Pharmacy may choose not to collect the Cost Sharing Amount from the Medicare Member and carry the debt on behalf of the Medicare Member for claims during the period of LIS retroactive coverage.

Participating Pharmacy shall keep documentation as to whether Participating Pharmacy collected the Cost Sharing Amount from the LIS-eligible Medicare Member, or if another party paid the Cost Sharing Amount on behalf of the Medicare Member, or if the Participating Pharmacy carried the debt for the Medicare Member during the LIS retroactive coverage period.

If Participating Pharmacy collected the Cost Sharing Amount from the LIS-eligible Medicare Member for a claim during the period of LIS retroactive coverage, then Participating Pharmacy must reimburse the Medicare Member for the Cost Sharing Amount within fourteen (14) days of receiving reimbursement from Navitus. As part

⁸¹ 42 CFR §423.772

⁸² 42 CFR §423.800

⁸³ 42 USC §§1320a-7a(i)(6)(A) and 1320a-7b(3)(G),

⁸⁴ 1860D-14(a)(3) of the Social Security Act

of the documentation it maintains, Participating Pharmacy shall record and provide the amount and date of reimbursement and the corresponding prescription number. During the period of LIS retroactive coverage, if the Participating Pharmacy did not collect the Cost Sharing Amount from the LIS-eligible Medicare Member and if the Participating Pharmacy carried the debt on behalf of the Medicare Member, Participating Pharmacy may keep the reimbursement from Navitus. Similarly, if the Participating Pharmacy waived or reduced the Cost Sharing Amount consistent with the safe harbor for pharmacy waiver or reduction in Cost Sharing Amount, then Participating Pharmacy must remit the waived or reduced amount to Navitus within fourteen (14) days. In the event that the LIS status change and the current Medicare Part D enrollment are both retroactive, and Navitus and benefit sponsor shall have no obligation to reimburse the Participating Pharmacy.

18. Cooperation; Additional Contract Terms.

Participating Pharmacy shall cooperate with Navitus to ensure access to Part D Drugs by LTC residents, provide data and information to CMS and otherwise to effectuate the purposes of the Medicare Prescription Drug, Improvement and Modernization Act (MMA) and its implementing regulations as well as provisions of the Patient Protection and Affordable Care Act (PPACA) and its implementing regulations. These terms may be modified to include other terms and conditions as CMS or Navitus may find necessary and appropriate to implement⁸⁵, including but not limited to, the electronic prescription standards⁸⁶ as well as provisions in MMA and PPACA implementing regulations that may pertain to Covered Pharmacy Services and dispensing of prescription orders to LTC residents.

19.

⁸⁵ 42 CFR Subparts D and K

⁸⁶ 42 CFR §§423.159 and 423.505(b)(6)

20. Access to LTC Facilities.

These terms shall be reasonably construed to provide LTC residents convenient access to long-term care pharmacies consistent with written policy guidelines and other CMS instructions and otherwise to effectuate the purposes of the Medicare Prescription Drug, Improvement and Modernization Act (MMA) and its implementing regulations.⁸⁷

21. Claims Submission.

Navitus shall pay each funded, undisputed clean claim submitted by Participating Pharmacy, which is eligible for payment, within thirty (30) days of receipt of funding. Participating Pharmacy shall have not less than thirty (30) days, nor more than ninety (90) days, to submit claims to Navitus for reimbursement of such eligible claim.

In no event shall payment be required to be made hereunder by Navitus pursuant to a claim received more than ninety (90) days from the date services are rendered, unless Participating Pharmacy notifies Navitus in writing within such period that a claim for such services has been presented to another Payor for payment and the applicable Payor continues to fund Navitus for claims. The Plan Specification for LTC benefits shall allow up to thirty-one (31) days of medication as a one-month's supply except as otherwise pertaining to provisions of the Patient Protection and Affordable Care Act (PPACA) and regulations promulgated related to the short cycle dispensing of certain prescription orders⁸⁸ and the provisions below which address claims and reimbursement relevant to the short cycle dispensing provisions.

22. Indian Health Services Including Medicare Part D Services

These terms⁸⁹ are offered by Navitus to all Indian Health Service pharmacies and I/T/U pharmacies⁹⁰, and apply special terms and conditions for the administration of the Medicare Prescription Drug, Improvement, and Modernization Act of 2003 and implementing regulations⁹¹. These terms supersede all such other provisions with regard to I/T/U pharmacies as described below.

Definitions

FTCA means the Federal Tort Claims Act, codified at 28 U.S.C. §§2671-2680.

IHCIA means the Indian Health Care Improvement Act⁹²

⁸⁷ 42 CFR §423.120(a)(5)

⁸⁸ 42 CFR Section 423.154

⁸⁹ 42 CFR §423.120(a)(6)

⁹⁰ 42 CFR §423.100

⁹¹ 42 CFR Parts 403, 411, 417, 422 and 423

⁹² 25 U.S.C. §1601 et seq

IHS Provider means a service unit or units, including hospitals, health centers and one or more pharmacies or dispensaries, operated by the Indian Health Service.

Indian has the meaning given to that term in Section 4 of the IHCA, 25 USC §1603.

Indian Health Service or "**IHS**" means the agency of that name within the U.S. Department of Health and Human Services⁹³

ISDEAA means the Indian Self Determination and Education Assistance Act⁹⁴

Indian Tribe has the meaning given that term in Section 4 of the IHCA, 25 USC §1603.

Provider in this section includes the Indian Health Service (IHS) and all pharmacies and dispensaries operated by the IHS, or an Indian tribe, tribal organization or urban Indian organization which operates one or more pharmacies or dispensaries, and is identified by name in an Indian Health Addendum

Tribal Organization has the meaning given that term in Section 4 of the IHCA, 25 USC §1603.

Urban Indian Organization has the meaning given that term in Section 4 of the IHCA, 25 USC §1603.

23. Applicable Pharmacies.

The participating pharmacies for purposes of these terms include: (a) IHS Providers located within the geographic area covered by the provider Agreement where Indian Health Service units operate more than one pharmacy or dispensary, all such pharmacies and dispensaries are covered by these terms. (b) An Indian Tribe that operates a health program, including one or more pharmacies or dispensaries, under a contract or compact with the IHS⁹⁵; (c) A Tribal Organization authorized by one or more Indian Tribes to operate a health program, including one or more pharmacies or dispensaries, under a contract or compact with the IHS issued⁹⁶; and (d) An Urban Indian Organization that operates a health program, including one or more pharmacies or dispensaries, under a grant from the IHS issued.⁹⁷

24. Deductibles.

The cost of pharmaceuticals provided at a pharmacy or dispensary of Participating

⁹³ Sec. 601 of the Indian Health Care Improvement Act ("IHCA"), 25 USC §1661

⁹⁴ 25 USC § 450 et seq

⁹⁵ ISDEAA, 25 USC §450 et seq

⁹⁶ ISDEAA, 25 USC §450 et seq

⁹⁷ Title V of the IHCA

Pharmacy or paid for by the Participating Pharmacy through a referral to a retail pharmacy shall count toward the Deductible and the annual out-of-pocket threshold applicable to an IHS Medicare Member enrolled in a Part D plan.

25. Persons Eligible for Services of Participating Pharmacy.

An IHS provider is limited to serving eligible IHS and HIS Medicare Members⁹⁸ pursuant to, who are also eligible for Medicare Part D services.⁹⁹ The IHS provider may provide services to non-IHS eligible persons only under certain circumstances¹⁰⁰ and in emergencies.¹⁰¹ Persons eligible for services of provider who is an Indian Tribe or a Tribal Organization or a provider who is an Urban Indian Organization shall be governed by the following authorities:

- (1) Title XVIII, Part D of the Social Security Act and 42 CFR Part 423; (2) IHCA sections 813, 25 USC §1680c; (3) 42 CFR Part 136; and (4) The terms of the contract, compact or grant issued to provider by the IHS for operation of a health program. No clause, term or condition shall be construed to change, reduce, expand, or alter the eligibility of persons for services of the provider under the Part D plan that is inconsistent with the authorities identified in this section.

26. Applicability of other Federal Laws.

The following Federal Laws and regulations apply to Participating Pharmacy, include but are not limited to the following:

- (a) A Participating Pharmacy that is an IHS Provider:
 - (1) The Anti-Deficiency Act, 31 U.S.C. § 1341;
 - (2) The ISDEAA, 25 U.S.C §450 et seq;
 - (3) The FTCA, 28 U.S.C §2671-2680;
 - (4) The Federal Medical Care Recovery Act, 42 U.S.C. §§ 2651-2653;
 - (5) The Federal Privacy Act of 1974 ("Privacy Act"), 5 U.S.C. § 552a, 45C.F.R. Part 5b;
 - (6) Confidentiality of Alcohol and Drug Abuse Patient Records, 42 CFR Part 2;
 - (7) The Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), 45 CFR Parts 160 and 164, and the HIPAA Rules; and
 - (8) The IHCA, 25 U.S.C §1601 et seq.

⁹⁸ 42 CFR Part 136 and Section 813(a) and (b) of the IHCA, 25 USC §1680 (a) and (b)

⁹⁹ Title XVIII, Part D of the Social Security Act and 42 CFR 423

¹⁰⁰ Section 813(c),

¹⁰¹ Section 813(d), of the IHCA

(b) A Participating Pharmacy that is an Indian Tribe or a Tribal Organization:

- (1) The ISDEAA, 25 U.S.C §450 et seq;
- (2) The IHCIA, 25 U.S.C §1601 et seq;
- (3) The FTCA, 28 U.S.C §2671-2680;
- (4) The Privacy Act, 5 USC §552a and regulations at 45 CFR Part 5b; and
- (5) HIPAA and the HIPAA Rules and regulations at 45 CFR parts 160 and 164; and
- (6) Sec. 206(e)(3) of the IHCIA, 25 USC § 1624e(e)(3), regarding recovery from tortfeasors

(c) A Participating Pharmacy that is an Urban Indian Organization:

- (1) The IHCIA, 25 U.S.C §1601 et seq;
- (2) The Privacy Act, 5 USC §552a and regulations at 45 CFR Part 5b; and
- (3) HIPAA and the HIPAA Rules and regulations at 45 CFR parts 160 and 164; and
- (4) Sec. 206(e)(3) of the IHCIA, 25 USC §1621e(e)(3), regarding recovery from tortfeasors, as made applicable to urban Indian organizations by Sec. 206(i) of the IHCIA.

27. Non-Taxable entity.

To the extent Participating Pharmacy is a non-taxable entity, Participating Pharmacy shall not be required by Navitus or a Part D Plan Sponsor to collect or remit any Federal, State, or local tax.

28. Insurance and indemnification.

As an IHS provider, FTCA coverage obviates the requirement that IHS carry private malpractice insurance as the United States consents to be sued in place of Federal employees for any damages to property or for personal injury or death caused by the negligence or wrongful act or omission of Federal employees acting within the scope of their employment.¹⁰² ¹⁰³ Nothing in these terms shall be interpreted to authorize or obligate any IHS employee to perform any act outside the scope of his/her employment. The IHS provider shall not be required to acquire insurance, provide indemnification or guarantee that any Part D plan will be held harmless from liability. A Participating Pharmacy that is an Indian Tribe or a Tribal Organization shall not be required to obtain or maintain professional liability insurance to the extent

¹⁰² 28 U.S.C. §§2671-2680

¹⁰³ 25 CFR Part 900, Subpart M

such Participating Pharmacy is covered by the FTCA¹⁰⁴ To the extent Participating Pharmacy is an Urban Indian Organization is covered by the FTCA¹⁰⁵, Participating Pharmacy shall not be required to obtain or maintain professional liability insurance. Further, nothing in these terms shall be interpreted to authorize or obligate Participating Pharmacy or any employee of Participating Pharmacy to operate outside of the scope of employment of such employee, and Participating Pharmacy shall not be required to indemnify any Part D Plan Sponsor.

29. Licensure.

States may not regulate the activities of IHS-operated pharmacies nor require that the IHS pharmacists be licensed in the State where they are providing services, whether the IHS employee is working at an IHS-operated facility or has been assigned to a pharmacy or dispensary of a tribe, tribal organization, or urban Indian organization. During the term of the Part D Plan Sponsor's Agreement, IHS pharmacists shall hold State Licenses in accordance with applicable Federal Law, and that the IHS facilities where the pharmacies and dispensaries are located shall be accredited in accordance with Federal statutes and regulations. During the term of the Part D Plan Sponsor's Agreement, the parties shall use the IHS facility's Drug Enforcement Agency (DEA) number consistent with Federal Law. Federal Law¹⁰⁶ provides that a pharmacist employed directly by a Participating Pharmacy that is an Indian tribe or tribal organization is exempt from the licensing requirements of the State in which the tribal health program is located, provided the pharmacist is licensed in any State. Federal Law¹⁰⁷ further provides that a health program operated by an Indian Tribe or Tribal Organization shall be deemed to have met a requirement for a License under State or local Law if such program meets all the applicable standards for such licensure, regardless of whether the entity obtains a License or other documentation under such State or local Law. Federal Laws apply to these terms. This provision shall not be interpreted to alter the requirement that a pharmacy hold a License from the Drug Enforcement Agency.

To the extent that any directly hired employee of an Urban Indian Organization is exempt from State regulation, such employee shall be deemed qualified to perform services under the Part D Plan Sponsor's Agreement and all addenda thereto, provided such

¹⁰⁴ Federal Law (Pub. L. 101-512, Title III, §314 as amended by Pub. L. 103-138, Title III, §308, codified at 25 USC §450 F note

¹⁰⁵ Section 224(g)-(n) of the Public Health Service Act, as amended by the Federally Supported Health Centers Assistance Act, Pub. L. 104-73, (codified as 42 U.S.C. §233(g)-(n)), and regulations at 42 C.F.R. Part 6

¹⁰⁶ Sec. 221 of the IHCA

¹⁰⁷ Sec. 408 of the IHCA

employee is licensed to practice pharmacy in any State. Federal Law¹⁰⁸ provides that a health program operated by an Urban Indian Organization shall be deemed to have met a requirement for a License under State or local Law if such program meets all the applicable standards for such licensure, regardless of whether the entity obtains a License or other documentation under such State or local Law. This provision shall not be interpreted to alter the requirement that a pharmacy hold a License from the Drug Enforcement Agency.

30. Participating Pharmacy Eligibility for Payments.

To the extent that Participating Pharmacy is exempt from State licensing requirements, Participating Pharmacy shall not be required to hold a State License to receive any payments under these terms.

31. Dispute Resolution.

For IHS provider, in the event of any dispute arising under these terms, the parties shall agree to meet and confer in good faith to resolve any such disputes. The Laws of the United States shall apply to any problem or dispute hereunder that cannot be resolved by and between the parties in good faith. Notwithstanding any provision in these terms to the contrary, IHS shall not be required to submit any disputes between the parties to binding arbitration. For Tribal and Urban providers, in the event of any dispute arising under these terms, the parties shall meet and confer in good faith to resolve any such disputes. Any dispute hereunder that cannot be resolved by and between the parties in good faith shall be submitted to the dispute resolution procedure pursuant to these terms.

32. Governing Law.

These terms shall be governed and construed in accordance with Federal Law of the United States. In the event of a conflict between these terms and Federal Law, Federal Law shall prevail. Nothing in these terms shall subject Participating Pharmacy to State Law to any greater extent than State Law is already applicable.

33. Pharmacy/Dispensary Participation.

These terms apply to all pharmacies and dispensaries operated by Participating Pharmacy. A pharmacy is required to use a National Provider Identifier (NPI) number.

34. Acquisition of Pharmaceuticals.

Nothing in these terms shall affect Participating Pharmacy's acquisition of pharmaceuticals from any source, including the Federal Supply Schedule and participation in the Drug Pricing Program of Section 340B of the Public Health Service Act. Nor shall anything in these terms require Participating Pharmacy to

¹⁰⁸ Sec. 408 of the IHCA

acquire drugs from Navitus, Part D Plan Sponsor, or from any other source.

35. Drug Utilization Review; Generic Equivalent Substitution.

Where Participating Pharmacy lacks the capacity to comply with information technology requirements for drug utilization review and/or generic equivalent substitution set forth in these terms, Participating Pharmacy and Navitus agree that Participating Pharmacy shall comply with Part D Plan Sponsor's drug utilization review and/or generic equivalent substitution policies and procedures through an alternative method. Nothing in the paragraph shall be interpreted as waiving the applicability of drug utilization review and/or generic equivalent substitution policies and procedures adopted by Part D Plan Sponsor¹⁰⁹ as approved by CMS, to covered Part D Drugs dispensed by Participating Pharmacy to Medicare Members of Part D plans. The notification of price differentials is waived for Participating Pharmacy.¹¹⁰

36. Claims.

Participating Pharmacy may submit claims to Navitus on behalf of each Part D plan by telecommunication through an electronic billing system or by calling a toll-free number for non-electronic claims; in the case of the latter, Participating Pharmacy shall submit a confirmation paper claim.

37. Payment Rate.

Claims from Participating Pharmacy shall be paid at rates that are reasonable and appropriate.

38. Information, Outreach, and Enrollment Materials.

(a) All materials for information, outreach or enrollment prepared for any Medicare Plan shall be supplied by Navitus to Participating Pharmacy in paper and electronic format at no cost to the Participating Pharmacy. (b) All marketing or informational material listing a provider as a pharmacy must refer to the special eligibility requirements necessary for service to be provided, consistent with the eligibility requirements as described in this Indian health addendum in paragraphs 5(a) for IHS providers and 5(b) for Tribal and Urban providers.

39. Hours of Service.

Participating Pharmacy shall establish the hours of service of the pharmacies or dispensaries of Participating Pharmacy. At the request of Navitus, Participating Pharmacy shall provide written notification of its hours of service.

¹⁰⁹ 42 CFR §423.153(b) and (c)

¹¹⁰ 42 CFR §423.132(c)(3)

40. Endorsement.

An endorsement of a non-Federal entity, event, product, service, or enterprise may be neither stated nor implied by the IHS provider or IHS employees in their official capacities and titles. Such agency names and positions may not be used to suggest official endorsement or preferential treatment of any non-Federal entity under these terms.

41. Sovereign Immunity.

Nothing in these terms shall constitute a waiver of Federal or Tribal sovereign immunity.

CMS Standardized Denial Notice.

Because IHS enrollees' prescription drugs, when dispensed through I/T/U pharmacies, are filled, and dispensed at no cost to the enrollee regardless of whether the drug is rejected at POS by the Part D plan, I/T/U pharmacies are exempt from the requirement to distribute the pharmacy notice.

Note: This exemption applies only to I/T/U pharmacies that dispense prescriptions at no cost to the enrollee. Any network commercial pharmacy providing services to IHS-eligible Part D enrollees must distribute the notice in accordance with the requirements in this section.¹¹¹

State Regulatory Requirements

Many states require managed care providers to comply with certain statutes and regulations when providing Covered Pharmacy Services to Members. The following Regulatory Appendix, attached, includes various regulations, requirements, and Laws ("Requirements") that may apply to the arrangement between Navitus, its Participating Pharmacy and/or Payors and the provision of applicable Covered Pharmacy Services by Participating Pharmacy.

Providers are required to comply with all applicable requirements; the provider Agreement is modified as set forth in the applicable state-specific provision. In the event that there is a conflict between a provision in the manual and a provision in the Regulatory Appendix, the provision in the Regulatory Appendix shall control. The Regulatory Appendix can be amended to reflect changes to the applicable Law(s).

Please refer to a state's website for the rules and requirements that pertain to Fee-for-

¹¹¹ <https://www.cms.gov/Medicare/Appeals-and-Grievances/MMCAG/Downloads/Parts-C-and-D-Enrollee-Grievances-Organization-Coverage-Determinations-and-Appeals-Guidance.pdf>

Service Medicaid.

Alabama

- AUDIT LAWS/REGULATIONS
[Code of Alabama | Article 8 - Pharmacy Audit Integrity Act | Casetext](#)
- BOARD OF PHARMACY
<http://www.albop.com/>
- PHARMACY LAWS/REGULATIONS
<http://www.albop.com/> (Click on "Resources" on top of page, then click on "Statutes & Rules")

Alaska

- AUDIT LAWS/REGULATIONS
[Alaska Statutes 2020 \(akleg.gov\)](#)
- BOARD OF PHARMACY
[Board of Pharmacy \(alaska.gov\)](#)
- PHARMACY LAWS/REGULATIONS
[Statutes & Regulations, Board of Pharmacy, Professional Licensing, Division of Corporations, Business and Professional Licensing \(alaska.gov\)](#)

Arizona

- AUDIT LAWS/REGULATIONS
[View Document \(azleg.gov\)](#)
- BOARD OF PHARMACY
[Arizona State Board of Pharmacy\(az.gov\)](#)
- PHARMACY LAWS/REGULATIONS
Arizona State Board of Pharmacy (Hover over "Resources" and click on "Rules and Statutes")

Arkansas

- AUDIT LAWS/REGULATIONS
[Arkansas Pharmacy Audit Bill of Rights](#)
- BOARD OF PHARMACY
[Arkansas State Board of Pharmacy](#)
- PHARMACY LAWS/REGULATIONS
[Lawbook-2025-May-9.pdf](#)

California

- AUDIT LAWS/REGULATIONS
[Bill Text - SB-1195 Audits of pharmacy benefits. \(ca.gov\)](#)

-
- BOARD OF PHARMACY
[California State Board of Pharmacy](#)
 - PHARMACY LAWS/REGULATIONS
[Laws and Regulations - California State Board of Pharmacy](#)
 - DHCS Medi-Cal Two Plan Contract
[Organization and administration of the plan \(ca.gov\)](#)

DHCS CALIFORNIA IMMUNIZATION REGISTRY (CAIR)

Pharmacies are to comply with the requirements for Member-specific immunization information, which is periodically reported to an immunization registry established in the PBM's Service Area(s) as part of the Statewide Immunization Information System.

Reports shall be made following the Member's initial health assessment and all other health care visits that result in an immunization being provided. Reporting shall be in accordance with all applicable state and federal Laws.

EMERGENCY SUPPLY

Navitus will ensure its Members have access to prior authorization (PA) medications in the event of an emergency when the parties needed to review a PA (clinical pharmacist and/or the provider) are not available.

If the Prescriber already sent the PA form to Navitus:

A Navitus representative will contact the PA queue by phone or email to request an expedited review and will notify the pharmacy if approved.

If the Prescriber sent the PA form to Navitus, but the PA team is not available, a Navitus representative will locate the request and see if it meets criteria:

If it meets criteria, a one-time override will be entered according to the coverage level on the PA form and the Formulary.

- An email will be sent to the PA team communicating that a one-time override was entered, so documentation can be entered into the PA record prior to reviewing the request and sending the proper notifications.

If it does not meet criteria, the on-call clinical pharmacist will be contacted to review the PA criteria and the information submitted.

- If approved, a one-time override will be entered according to the approved tier on the PA form or Formulary.
- An email will be sent by the PA team communicating the outcome of the

discussion/decision so documentation can be entered into the PA record prior to reviewing the request and sending the proper notifications.

If the submitted form does not meet criteria and a pharmacist is not available, Navitus will allow the pharmacy to dispense a 5-day supply at no cost to the Member if the dispensing pharmacy deems it appropriate. The dispensing pharmacist must consider that the request could be denied, and the medication discontinued.

- If the Prescriber has not submitted the PA form, the pharmacy can dispense a 5-day supply at no cost to the Member.

The dispensing pharmacist or the Prescriber must determine whether it is appropriate for the Member to begin the PA medication in the event the PA request is denied, and the Member would then need to discontinue use.

- If the dispensing pharmacist/Prescriber deems it appropriate, Navitus will enter an override to allow a max Days' Supply of '5' and waive the Member pay amount (there is no cost to the Member).
- Navitus will fax the California universal form with the applicable criteria Document to the
- Prescriber's office with the Member information.

The pharmacist should be aware that receiving an emergent PA supply is not a guarantee that the PA will be approved and before dispensing, consider the effects if the Member having would need to discontinue the medication, should the request be denied.

HEALTH CARE PROVIDER BILL OF RIGHTS

Pharmacists have certain rights as a provider under Section 1375.7 of the California Health and Safety Code, also known as the Health Care Providers' Bill of Rights. The Health Care Providers' Bill of Rights prohibits a contract between a health care service plan and a health care provider from including a term authorizing the plan to change a material term of the contract unless the parties have agreed to it, or it is required to comply with state or federal law or with accreditation requirements of a private sector accreditation organization. It also provides other notice requirements related to material changes to a contract and other information regarding providers' rights. To view the complete Health Care Providers' Bill of Rights, visit [Section 1375.7](#) of the California Health and Safety Code at the website for California Legislative Information.

PHARMACIST'S RIGHT TO SUBMIT COMPLAINT

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- A provider may report to the department's Office of Plan and Provider Relations, either through the toll-free line (877-525-1295) or email address (plans-providers@dmhc.ca.gov), in instances where the provider believes a plan is engaging in unfair payment patterns. This is subject to the Department of Managed Health Care (DHMC) under §1371.39 of the California Health & Safety Code.

COMMUNICATION OF LESS COSTLY ALTERNATIVES

- Pursuant to Section 1385.003 of the California Health and Safety Code, a health care service plan is prohibited from including in a contract with a pharmacy provider or its contracting agent, a provision that prohibits the provider from informing a patient of a less costly alternative to a prescribed medication.

Colorado

- AUDIT LAWS/REGULATIONS
- [Pharmacy Benefit Manager And Insurer Requirements | Colorado General Assembly](#)
- BOARD OF PHARMACY
[Pharmacy HOME | Division of Professions and Occupations \(colorado.gov\)](#)
- PHARMACY LAWS/REGULATIONS
[State Board of Pharmacy: Laws and Rules | Division of Professions and Occupations](#)

Connecticut

- AUDIT LAWS/REGULATIONS
[AN ACT CONCERNING PHARMACY AUDITS.](#)
- BOARD OF PHARMACY
- [The Commission of Pharmacy \(ct.gov\)](#)
- PHARMACY LAWS/REGULATIONS
[Drug Laws and Regulations](#)

Delaware

- AUDIT LAWS/REGULATIONS
[Chapter - Delaware General Assembly](#)
- BOARD OF PHARMACY
[Board of Pharmacy - Division of Professional Regulation - State of Delaware](#)
- PHARMACY LAWS/REGULATIONS
[2500 Board of Pharmacy \(delaware.gov\)](#)

Florida

-
- AUDIT LAWS/REGULATIONS
[Chapter 465 - 2011 Florida Statutes - The Florida Senate \(flsenate.gov\)](#) (*Scroll to 465.188*)
 - BOARD OF PHARMACY
[Florida Board of Pharmacy-\(floridaspharmacy.gov\)](#)
 - PHARMACY LAWS/REGULATIONS
[Florida Board of Pharmacy » Links and Resources- Information \(floridaspharmacy.gov\)](#) Click on "Florida Statutes & Administrative Codes"

Georgia

- AUDIT LAWS/REGULATIONS
[C:\pdf\153810.wpd \(ga.gov\)](#)
- BOARD OF PHARMACY
[Georgia Board of Pharmacy](#)
- PHARMACY LAWS/REGULATIONS
[Laws, Policies & Rules | Georgia Board of Pharmacy](#)

Hawaii

- AUDIT LAWS/REGULATIONS
[SB975 \(hawaii.gov\)](#)
- BOARD OF PHARMACY
[Professional & Vocational Licensing Division | Board Of Pharmacy \(hawaii.gov\)](#)
- PHARMACY LAWS/REGULATIONS
[Hawaii Revised Statutes Chapter 461-Pharmacy](#)

Idaho

- AUDIT LAWS/REGULATIONS
[SENATE BILL NO.1336 \(2018\) - Pharmacy, benefit managers \(idaho.gov\)](#)
- BOARD OF PHARMACY
[Board of Pharmacy | Division of Occupational and Professional Licenses](#)
- PHARMACY LAWS/REGULATIONS
[Current BOP | adminrules.idaho.gov](#)

Illinois

- AUDIT LAWS/REGULATIONS
[HB5591 100TH GENERAL ASSEMBLY](#)
- BOARD OF PHARMACY
[Illinois Department of Financial & Professional Regulation](#)
- PHARMACY LAWS/REGULATIONS
[Laws and Rules](#)

Indiana

- **AUDIT LAWS/REGULATIONS**

In accordance with 760 Ind. Admin. Code 5-3-3, an auditor conducting a claims audit must comply with all of the following:

- (1) The contract under which the audit is performed must provide a description of audit procedures that will be followed.
- (2) For an onsite audit conducted at a pharmacy's location, the auditor that conducts the audit must provide written notice to the pharmacy or pharmacist at least fourteen (14) calendar days before conducting the initial onsite audit for each audit cycle.
- (3) The auditor must not interfere with the delivery of pharmacist services to a patient, and must use every effort to minimize inconvenience and disruption to pharmacy operations during the audit. This subdivision does not prohibit audits during normal business hours of the pharmacy.
- (4) If the audit requires use of clinical or professional judgment, the audit must be conducted by or in consultation with an individual licensed as a pharmacist under IC 25-26.
- (5) The auditor must allow the use of written or otherwise transmitted hospital, physician, or other health Prescriber records to validate a pharmacy record.
- (6) The auditor must perform the audit according to the same standards and parameters that the auditor uses to audit all other similarly situated pharmacies.
- (7) The period covered by the audit must not exceed twenty-four (24) months after the date on which a claim that is the subject of the audit was submitted to or adjudicated by the pharmacy benefit manager, unless a longer period is required under federal or state law. The pharmacy must be permitted to resubmit electronically any claims disputed by the audit. Audit procedures must provide for a period of at least thirty (30) calendar days during which the pharmacy may resubmit a disputed claim.
- (8) The auditor must not schedule an audit to begin during the first seven (7) calendar days of a month without the voluntary consent of the pharmacy. The consent may not be mandated by a contract or other means.
- (9) Payment to the auditor for conducting the audit must not be based on a percentage of the amount recovered as a result of the audit.

(10) Within twenty-four (24) hours of receiving the notice of an audit, a pharmacy may reschedule the audit to a date not more than fourteen (14) calendar days after the date proposed by the auditor. However, if the auditor is unable to reschedule within the fourteen (14) calendar day period, the auditor must select and reschedule the audit for a date after the fourteen (14) calendar day period.

(11) The auditor must allow a pharmacy or pharmacist to produce documentation to address a discrepancy found during the audit.

In accordance with IC 27-1-24.5-22(b)(5), claims auditing procedures:

- (A) May not use extrapolation or any similar methodology;
- (B) May not allow for recovery by a PBM of a submitted claim due to clerical or other error where the patient has received the drug for which the claim was submitted;
- (C) Must allow for recovery by a contracted pharmacy for underpayments by the PBM; and
- (D) May only allow for the PBM to recover overpayments on claims that are actually audited and discovered to include a recoverable error.

- BOARD OF PHARMACY

- [PLA: Indiana Board of Pharmacy](#)

- PHARMACY LAWS/REGULATIONS

- [Indiana Pharmacy Laws and Regulations](#)

- MAC PRICING [IC 27-1-24.5-22](#)

- (A) In accordance with Indiana Code, MAC pricing will be updated at least every seven (7) calendar days. Before the prescription drug is placed or continued on a MAC list, a pharmacy benefit manager shall determine that a prescription drug: Is not obsolete;
 - (B) Is generally available for purchase by pharmacies in Indiana from a national or regional wholesaler licensed in Indiana; and
 - (C) Is not temporarily unavailable, listed on a drug shortage list, or unable to be lawfully substituted.

A PBM shall establish a process for contracted pharmacies, pharmacy services administrative organizations, and group purchasing organizations to appeal, investigate, and resolve disputes regarding MAC pricing, including the requirement that the appeal be investigated and resolved within thirty (30) calendar days after the appeal is received.

If the appeal is denied, the MAC appeal process requires that the PBM do the following:

- (A) Provide the reason for the denial.
- (B) Provide the appealing contracted pharmacy, pharmacy services administrative organization, or group purchasing organization with the national drug code number of the prescription drug that is available from a national or regional wholesaler operating in Indiana.

If the appeal is approved, the MAC appeal process requires that the PBM do the following:

- (A) Change the MAC of the drug for the pharmacy that filed the appeal as of the initial date of service that the appealed drug was dispensed.
- (B) Adjusted the MAC of the drug for the appealing pharmacy and for all other contracted pharmacies in the same network of the PBM that filled a prescription for patients covered under the same health plan beginning on the initial date of service the appealed drug was dispensed.
- (C) Notify each pharmacy in the PBM's network that the MAC for the drug has been
adjusted as a result of an approved appeal.
- (D) Adjust the drug product reimbursement for contracted pharmacies that resubmit claims to reflect the adjusted MAC, if applicable.
- (E) Allow the appealing pharmacy and all other contracted pharmacies in the network that filled the prescriptions for patients covered under the same health plan to reverse and resubmit claims and receive payment based on the adjusted MAC from the initial date of service the appealed drug was dispensed.
- (F) Make retroactive price adjustments in the next payment cycle unless otherwise agreed to by the pharmacy.

Iowa

- AUDIT LAWS/REGULATIONS
[191.59.pdf \(iowa.gov\)](#)
- BOARD OF PHARMACY
[Board of Pharmacy | Department of Inspections, Appeals, & Licensing](#)
- PHARMACY LAWS/REGULATIONS
[Pharmacy Laws & Rules | Department of Inspections, Appeals, & Licensing](#)

Kansas

- AUDIT LAWS/REGULATIONS
[Statute | Kansas State Legislature \(kslegislature.org\)](#)
- BOARD OF PHARMACY
[Kansas Board of Pharmacy - Homepage \(ks.gov\)](#)
- PHARMACY LAWS/REGULATIONS
[Statutes & Regulations | Kansas Board of Pharmacy](#)

Kentucky

- AUDIT LAWS/REGULATIONS
[statute.aspx \(ky.gov\)](#)
- BOARD OF PHARMACY
[Kentucky Board of Pharmacy](#)
- PHARMACY LAWS/REGULATIONS
[Kentucky Board of Pharmacy](#)

Louisiana

- AUDIT LAWS/REGULATIONS
[Louisiana Laws - Louisiana State Legislature](#)
- BOARD OF PHARMACY
[Louisiana Board of Pharmacy | State of Louisiana \(la.gov\)](#)
- PHARMACY LAWS/REGULATIONS
[LABP](#)

Maine

- AUDIT LAWS/REGULATIONS
[Title 24-A, §4317: Pharmacy providers \(mainelegislature.org\)](#)
- BOARD OF PHARMACY
[Board of Pharmacy | Office of Professional and Occupational Regulation \(maine.gov\)](#)
- PHARMACY LAWS/REGULATIONS
[Board of Pharmacy - Laws & Rules \(maine.gov\)](#)

Maryland

- AUDIT LAWS/REGULATIONS
[Article - Insurance, Section 15-1629 \(maryland.gov\)](#)
- BOARD OF PHARMACY
[Pages - Maryland Pharmacy Board](#)
- PHARMACY LAWS/REGULATIONS

Massachusetts

- AUDIT LAWS/REGULATIONS
[Session Law - Acts of 2014 Chapter 441 \(malegislature.gov\)](#)
- BOARD OF PHARMACY
[Board of Registration in Pharmacy | Mass.gov](#)
- PHARMACY LAWS/REGULATIONS
[Laws and regulations of the Board of Registration in Pharmacy | Mass.gov](#)

Michigan

- AUDIT LAWS/REGULATIONS
[standards for pharmacy auditing practices; \(mi.gov\)](#)
- BOARD OF PHARMACY
[LARA - Pharmacy \(michigan.gov\)](#)
- PHARMACY LAWS/REGULATIONS
[LARA - Laws/Regulations \(michigan.gov\)](#)

Minnesota

- AUDIT LAWS/REGULATIONS
[SF 278 5th Engrossment - 91st Legislature \(2019 - 2020\) \(mn.gov\)](#) *(Scroll to Sec 12 "Pharmacy Audits")*
- BOARD OF PHARMACY
[Minnesota Board of Pharmacy / Minnesota Board of Pharmacy \(mn.gov\)](#)
- PHARMACY LAWS/REGULATIONS
[Laws Rules Guidelines / Minnesota Board of Pharmacy \(mn.gov\)](#)

Cash Payment for Medications

Minnesota clients will inform pharmacies and providers of members' right to pay cash for medications under certain circumstances. The list below describes the circumstances under which this is allowed. It is the pharmacist's and prescriber's responsibilities to document the event, using the form required by the Department of Human Services (Advance Member Notice of Noncovered Prescription [\(DHS-3641\)](#) (PDF). Pharmacies or providers to submit the DHS-3641 form, but the form must be kept on file and be made available to upon request.

A pharmacy may accept cash payment for a noncovered prescription drug if all the following apply:

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- The member is not enrolled in the restricted member program
 - The pharmacist has reviewed all available covered alternatives with the member
 - The pharmacy obtains an Advance Member Notice of Noncovered Prescription (DHS-3641) (PDF)
 - The prescription is not for a controlled substance The prescription is not for gabapentin

A pharmacy may accept cash payment for a controlled substance or gabapentin only if the pharmacy has received an Advance Member Notice of Noncovered Prescription ([DHS-3641](#)) (PDF) signed by the prescriber and all criteria has been met for a member who is not enrolled in the restricted member program. Pharmacies are not authorized to accept cash if the medication requires prior authorization or is subject to a quantity limit and the prescriber has not attempted to obtain the prior authorization or authorization to exceed the quantity limit.

In situations where there are concerns about the practices of a provider or pharmacy, or when possible abuse of the health care system by a member is suspected, pharmacies or clinics may be asked for copies of the ([DHS-3641](#)) form(s) to determine if the process to allow for cash payments is functioning appropriately.

Mississippi

- AUDIT LAWS/REGULATIONS
[Complete PIA.pdf](#)
- BOARD OF PHARMACY
[Welcome to the Mississippi Board of Pharmacy \(ms.gov\)](#)
- PHARMACY LAWS/REGULATIONS
[Regulations \(ms.gov\)](#)

Missouri

- AUDIT LAWS/REGULATIONS
[Missouri Revisor of Statutes - Revised Statutes of Missouri, RSMo Section 338.600](#)
- BOARD OF PHARMACY
[Board of Pharmacy \(mo.gov\)](#)
- PHARMACY LAWS/REGULATIONS
[Board of Pharmacy rules/statutes \(mo.gov\)](#)

Montana

- AUDIT LAWS/REGULATIONS
[SB0235.pdf \(mt.gov\)](#)
- BOARD OF PHARMACY
[Board of Pharmacy \(mt.gov\)](#)
- PHARMACY LAWS/REGULATIONS
[Statute/Rule Information \(mt.gov\)](#)

Nebraska

- BOARD OF PHARMACY
[Pharmacy Professions \(ne.gov\)](#)
- PHARMACY LAWS/REGULATIONS
[Pharmacy.pdf \(ne.gov\)](#)
- RIGHT TO DECLINE
- [Neb. Rev. Stat. 44-4615](#)
 - (1) A network pharmacy or network pharmacist may decline to provide a drug if the pharmacy or pharmacist will be or is paid less than the acquisition cost for the drug.
 - (2) If a network pharmacy or network pharmacist declines to provide a drug as authorized in subsection (1) of this section, the pharmacy or pharmacist shall provide the covered person with adequate information as to where the prescription for the drug may be filled or shall refer the covered person to his or her plan sponsor.
 - (3) A pharmacy benefit manager, pharmacy services administrative organization, or any person acting on behalf of a pharmacy benefit manager or pharmacy services administrative organization shall not penalize, remove from the network, or otherwise retaliate against a network pharmacy or network pharmacist solely for declining to provide a drug as provided in subsection (1) of this section.
- RETAIL PHARMACY CONTRACTS
[Neb. Rev. Stat. 44-4616](#)

As applicable:

 - (1) A contract between a retail pharmacy and a pharmacy benefit manager or plan sponsor shall not prohibit the retail pharmacy from offering the following as an ancillary service of the retail pharmacy:
 - (a) The delivery of a prescription drug by mail or common carrier to a covered person or his or her personal representative on request of the

covered person or personal representative if the request is made before the drug is delivered; or

(b) The delivery of a prescription to a covered person or his or her personal representative by an employee or contractor of the retail pharmacy.

(2) Nothing in this section shall require a retail pharmacy to receive a request from a covered person or his or her personal representative for delivery of a drug by mail, common carrier, or an employee or contractor of the retail pharmacy when refilling or renewing prescription drug services for which a request was previously received, so long as the retail pharmacy has confirmed that the covered person wishes to receive the drug.

(3) A pharmacy benefit manager or plan sponsor shall not remove a retail pharmacy from its networks or require a retail pharmacy to join a mail-order pharmacy network for the sole reason of providing ancillary delivery services as long as the ancillary delivery services were provided in compliance with this section and with the terms and conditions of the retail pharmacy's contract with the pharmacy benefit manager or plan sponsor and its pharmacy services administrative organization, if applicable.

(4) Except as otherwise provided in a contract described in subsection (1) of this section, a retail pharmacy shall not charge a plan sponsor or pharmacy benefit manager for the delivery service described in subsection (1) of this section.

(5) If a retail pharmacy provides a delivery service described in subsection (1) of this section to a covered person, the retail pharmacy shall disclose both of the following to the covered person or his or her personal representative:

(a) Any fee charged to the covered person for the delivery of a prescription drug; and

(b) That the plan sponsor or pharmacy benefit manager may not reimburse the covered person for the fee described in subdivision (a) of this subsection.

(6) For purposes of this section, retail pharmacy means a pharmacy that dispenses prescription drugs to the public at retail primarily to individuals who reside in close proximity or who are receiving care from a provider in close proximity to the pharmacy, typically by face-to-face interaction with the individual or the individual's caregiver.

- 340B PHARMACIES
- [Neb. Rev. Stat. 44-4609](#)

(1) A pharmacy benefit manager that reimburses a 340B entity or a 340B contract pharmacy for a drug that is subject to an agreement under 42 U.S.C. 256b shall not reimburse the 340B entity or the 340B contract

pharmacy for the pharmacy-dispensed drug at a rate lower than that paid for the same drug to similarly situated pharmacies that are not 340B entities or 340B contract pharmacies, and shall not assess any fee, chargeback, or other adjustment upon the 340B entity or 340B contract pharmacy on the basis that the 340B entity or 340B contract pharmacy participates in the program set forth in 42 U.S.C. 256b.

(2) A pharmacy benefit manager shall not discriminate against a 340B entity or 340B contract pharmacy in a manner that prevents or interferes with a covered individual's choice to receive such drug from the corresponding 340B entity or 340B contract pharmacy.

- CLINICIAN-ADMINISTERED DRUGS

- [Neb. Rev. Stat. 44-4613](#)

As applicable:

(1) A specialty pharmacy that ships a clinician-administered drug to a health care provider or pharmacy shall:

(a) Comply with all federal laws regulating the shipment of drugs, including, but not limited to, general chapter 800 of the United States Pharmacopeia;

(b) In response to questions from a health care provider or pharmacy, provide access to a pharmacist or nurse employed by the specialty pharmacy twenty-four hours per day, seven days per week;

(c) Allow a covered person and health care provider to request a refill of a clinician-administered drug on behalf of a covered person in accordance with the pharmacy benefit manager's or health carrier's utilization review procedures; and

(d) Adhere to the track and trace requirements, as described in the federal Drug Supply Chain Security Act, 21 U.S.C. 360eee et seq., for a clinician-administered drug that needs to be compounded or manipulated and, if requested by the health care provider or the provider's designee, provide the track and trace information to the health care provider or designee.

(2) For any clinician-administered drug dispensed by a specialty pharmacy selected by the pharmacy benefit manager or health carrier, the requesting health care provider or the provider's designee shall provide the requested date, approximate time, and place of delivery of a clinician-administered drug at least five business days before the date of delivery. The specialty pharmacy shall require a signature of the health care provider or the provider's designee upon receipt of the shipment when shipped to a health care provider. If any clinician-administered drug dispensed by a specialty pharmacy is not delivered as specified in this subsection, the covered person

shall not be financially responsible if the clinician-administered drug is not able to be administered to the covered person.

(3) The requirements of subsections (1) and (2) of this section do not apply when the specialty pharmacy and the health care provider administering the clinician-administered drug have shared ownership.

(4) A pharmacy benefit manager or health carrier that requires dispensing of a clinician-administered drug through a specialty pharmacy shall establish and disclose a process which allows the health care provider or pharmacy to appeal and have exceptions to the use of a specialty pharmacy when:

- (a) A drug is not delivered as specified in subsection (2) of this section; or
- (b) An attending health care provider reasonably believes a covered person may experience harm without the immediate use of a clinician-administered drug that a health care provider or pharmacy has in stock.

- MAC PRICING
- [Neb. Rev. Stat. 44-4608](#)

(1) With respect to each contract and contract renewal between a pharmacy benefit manager and a pharmacy, the pharmacy benefit manager shall:

- (a) Update any maximum allowable cost price list at least every seven business days, noting any price change from the previous list, and provide a means by which a network pharmacy may promptly review a current price in an electronic, print, or telephonic format within one business day of any such change at no cost to the pharmacy;
- (b) Maintain a procedure to eliminate a product from the maximum allowable cost price list in a timely manner to remain consistent with any change in the marketplace; and
- (c) Make the maximum allowable cost price list available to each contracted pharmacy in a format that is readily accessible and usable to the contracted pharmacy.

(2) A pharmacy benefit manager shall not place a prescription drug on a maximum allowable cost price list unless the drug is available for purchase by pharmacies in this state from a national or regional drug wholesaler and is not obsolete.

(3) Each contract between a pharmacy benefit manager and a pharmacy

shall include a process to appeal, investigate, and resolve disputes regarding any maximum allowable cost price. The process shall include:

- (a) A fifteen-business-day limit on the right to appeal following submission of an initial claim by a pharmacy;
- (b) A requirement that any appeal be investigated and resolved within seven business days after the appeal is received by the pharmacy benefit manager; and
- (c) A requirement that the pharmacy benefit manager provide a reason for any denial of an appeal and identify the national drug code for the drug that may be purchased by the pharmacy at a price at or below the price on the maximum allowable cost price list as determined by the pharmacy benefit manager.

(4) If an appeal is determined to be valid by the pharmacy benefit manager, the pharmacy benefit manager shall:

- (a) Make an adjustment in the drug price no later than one day after the appeal is resolved; and
- (b) Permit the appealing pharmacy to reverse and rebill the claim in question, using the date of the original claim.

- **GAG CLAUSE PROHIBITION**
[Neb. Rev. Stat. 44-4606](#)

(1) A participation contract between a pharmacy benefit manager and any pharmacist or pharmacy providing prescription drug coverage for a health benefit plan shall not prohibit or restrict any pharmacy or pharmacist from or penalize any pharmacy or pharmacist for disclosing to any covered person any health care information that the pharmacy or pharmacist deems appropriate regarding:

- (a) The nature of treatment, risks, or an alternative to such treatment;
- (b) The availability of an alternate therapy, consultation, or test;
- (c) The decision of a utilization reviewer or similar person to authorize or deny a service;
- (d) The process that is used to authorize or deny a health care service or benefit; or
- (e) Information on any financial incentive or structure used by the health carrier.

(2) A pharmacy benefit manager shall not prohibit a pharmacy or pharmacist from discussing information regarding the total cost for a pharmacist service for a prescription drug or from selling a more affordable alternative to the covered person if a more affordable alternative is available.

(3) A pharmacy benefit manager contract with a participating pharmacist or pharmacy shall not prohibit, restrict, or limit disclosure of information to the director, law enforcement, or a state or federal governmental official, provided that:

(a) The recipient of the information represents that such recipient has the authority, to the extent provided by state or federal law, to maintain proprietary information as confidential; and

(b) Prior to disclosure of information designated as confidential, the pharmacist or pharmacy:

(i) Marks as confidential any document in which the information appears; or

(ii) Requests confidential treatment for any oral communication of the information.

(4) A pharmacy benefit manager shall not terminate the contract with or penalize a pharmacist or pharmacy due to the pharmacist or pharmacy:

(a) Disclosing information about a pharmacy benefit manager practice, except information determined to be a trade secret, as determined by state law or the director; or

(b) Sharing any portion of the pharmacy benefit manager contract with the director pursuant to a complaint or a query regarding whether the contract is in compliance with the Pharmacy Benefit Manager Licensure and Regulation Act.

(5)

(a) A pharmacy benefit manager shall not require a covered person purchasing a covered prescription drug to pay an amount greater than the lesser of the covered person's cost-sharing amount under the terms of the health benefit plan or the amount the covered person would pay for the drug if the

covered person were paying the cash price.

(b) Any amount paid by a covered person under subdivision (5)(a) of this section shall be attributable toward any deductible or, to the extent consistent with section 2707 of the federal Public Health Service Act, 42 U.S.C. 300gg-6, as such section existed on January 1, 2022, the annual out-of-pocket maximum under the covered person's health benefit plan.

- AUDIT LAWS/REGULATIONS

[Neb. Rev. Stat. 44-4607](#)

(1) Unless otherwise prohibited by federal law, an auditing entity conducting a pharmacy audit shall:

(a) Give any pharmacy notice fifteen business days prior to conducting an initial onsite audit;

(b) For any audit that involves clinical or professional judgment, conduct such audit by or in consultation with a pharmacist; and

(c) Audit each pharmacy under the same standards and parameters as other similarly situated pharmacies.

(2) Unless otherwise prohibited by federal law, for any pharmacy audit conducted by an auditing entity:

(a) The period covered by the audit shall not exceed twenty-four months from the date that the claim was submitted to the auditing entity, unless a longer period is required under state or federal law;

(b) If an auditing entity uses random sampling as a method for selecting a set of claims for examination, the sample size shall be appropriate for a statistically reliable sample;

(c) The auditing entity shall provide the pharmacy a masked list containing any prescription number or date range that the auditing entity is seeking to audit;

(d) No onsite audit shall take place during the first five business days of the month without the consent of the pharmacy;

(e) No auditor shall enter the area of any pharmacy where

patient-specific information is available without being escorted by an employee of the pharmacy and, to the extent possible, each auditor shall remain out of the sight and hearing range of any pharmacy customer;

(f) No recoupment shall be deducted from or applied against a future remittance until after the appeal process is complete and both parties receive the results of the final audit;

(g) No pharmacy benefit manager shall require information to be written on a prescription unless such information is required to be written on the prescription by state or federal law;

(h) Recoupment may be assessed for information not written on a prescription if: (i)(A) Such information is required in the provider manual; or

(B) The information is required by the federal Food and Drug Administration or the drug manufacturer's product safety program; and

(ii) The information required under subdivision (i)(A) or (B) of this subdivision (h) is not readily available for the auditing entity at the time of the audit; and

(i) No auditing entity or agent shall receive payment based on a percentage of any recoupment.

(3) For recoupment under the Pharmacy Benefit Manager Licensure and Regulation Act, the auditing entity shall:

(a) Include consumer-oriented parameters based on manufacturer listings in the audit parameters;

(b) Consider the pharmacy's usual and customary price for a compounded medication as the reimbursable cost, unless the pricing method is outlined in the pharmacy provider contract;

(c) Base a finding of overpayment or underpayment on the actual overpayment or underpayment and not a projection that relies on the number of patients served who have a similar diagnosis, the number of similar orders, or the number of refills for similar drugs;

(d) Not use extrapolation to calculate the recoupment or

penalties unless required by state or federal law;

(e) Not include a dispensing fee in the calculation of an overpayment, unless a prescription was not actually dispensed, the prescriber denied authorization, the prescription dispensed was a medication error by the pharmacy, or the identified overpayment is solely based on an extra dispensing fee;

(f) Not consider as fraud any clerical or record-keeping error, such as a typographical error, scrivener's error, or computer error regarding a required document or record. Such error may be subject to recoupment;

(g) Not assess any recoupment in the case of an error that has no actual financial harm to the covered person or health benefit plan. An error that is the result of the pharmacy failing to comply with a formal corrective action plan may be subject to recoupment; and

(h) Not allow interest to accrue during the audit period for either party, beginning with the notice of the audit and ending with the final audit report.

(4)(a) To validate a pharmacy record and the delivery of a pharmacy service, the pharmacy may use an authentic and verifiable statement or record, including a medication administration record of a nursing home, assisted-living facility, hospital, physician, or other authorized Prescriber or an additional audit documentation parameter located in the provider manual.

(b) Any legal prescription that meets the requirements in this section may be used to validate a claim in connection with a prescription, refill, or change in a prescription, including a medication administration record, fax, e-prescription, or documented telephone call from the prescriber to the prescriber's agent.

(5) The auditing entity conducting the audit shall establish a written appeal process which shall include procedures for appealing both a preliminary audit report and a final audit report. (6)(a) A preliminary audit report shall be delivered to the pharmacy within one hundred twenty days after the conclusion of the audit.

(b) A pharmacy shall be allowed at least thirty days following receipt of a preliminary audit report to provide documentation to address any discrepancy found in the audit.

(c) A final audit report shall be delivered to the pharmacy within one hundred twenty days after receipt of the preliminary audit report or the appeal process has been exhausted, whichever is later.

(d) An auditing entity shall remit any money due to a pharmacy or pharmacist as the result of an underpayment of a claim within forty-five days after the appeal process has been exhausted and the final audit report has been issued.

(7) Where contractually required, an auditing entity shall provide a copy to the plan sponsor of any of the plan sponsor's claims that were included in the audit, and any recouped money shall be returned to the health benefit plan or plan sponsor.

(8) This section does not apply to any investigative audit that involves suspected fraud, willful misrepresentation, or abuse, or any audit completed by a state-funded health care program.

Nevada

- BOARD OF PHARMACY
[Board of Pharmacy Home \(nv.gov\)](#)
- PHARMACY LAWS/REGULATIONS
[Nevada Statutes & Regulations \(nv.gov\)](#)

New Hampshire

- AUDIT LAWS/REGULATIONS
[SB 0038 \(state.nh.us\)](#)
- BOARD OF PHARMACY
[Board of Pharmacy | NH Office of Professional Licensure and Certification](#)
- PHARMACY LAWS/REGULATIONS
[Board of Pharmacy Laws and Rules | NH Office of Professional Licensure and Certification](#)

New Jersey

- AUDIT LAWS/REGULATIONS
[S2880 \(state.nj.us\)](#)
- BOARD OF PHARMACY

[Pages - Board of Pharmacy \(njconsumeraffairs.gov\)](https://njconsumeraffairs.gov)

- PHARMACY LAWS/REGULATIONS

[Pages - Statutes and Regulations \(njconsumeraffairs.gov\)](https://njconsumeraffairs.gov)

New Mexico

- AUDIT LAWS/REGULATIONS
[59A ARTICLE 61.pdf \(nmpharmacy.org\)](https://nmpharmacy.org) (Search 61-11-18.2)
- BOARD OF PHARMACY
[Pharmacy | NM RLD](#)
- PHARMACY LAWS/REGULATIONS
[Pharmacy Rules and Laws | NM RLD](#)

New York

- AUDIT LAWS/REGULATIONS
[Legislation | NY State Senate \(nysenate.gov\)](https://nysenate.gov)
- BOARD OF PHARMACY
[NYS Pharmacy \(nysed.gov\)](https://nysed.gov)
- PHARMACY LAWS/REGULATIONS
[NYS Pharmacy:Laws, Rules & Regulations](#)

North Carolina

- AUDIT LAWS/REGULATIONS
[Article 4C.pdf \(ncleg.net\)](https://ncleg.net)
- BOARD OF PHARMACY
[North Carolina Board of Pharmacy : NCBOP Homepage](#)
- PHARMACY LAWS/REGULATIONS
[Chapter 90 - Article 4A](#)

The North Carolina Department of Health and Human Services (NCDHHS) administers the North Carolina Managed Medicaid and North Carolina Health Choice (NCHC) programs within the State of North Carolina for the benefit of North Carolina residents.

Navitus is the prescription benefit management company for Alliance Health and Vaya Health, administering the North Carolina Managed Medicaid and North Carolina Health Choice (NCHC) pharmacy benefit on behalf of the respective managed care organization. Below are unique policies and/or procedures applicable to the North Carolina Managed Medicaid and North Carolina Health Choice (NCHC) programs, effective July 1, 2024.

Alliance Health Pharmacy Service Line 24/7	855-759-9300
Alliance Health Member and Recipient Service Line	800-510-9132
Alliance Health Prior Authorization	855-759-9300
Vaya Health Pharmacy Provider Service Line 24/7	800-540-6083
Vaya Health Member and Recipient Service Line	800-962-9003
Vaya Health Prior Authorization	800-540-6083
For additional Customer Service numbers, please see Navitus contact information.	

Clinical Criteria:

Navitus and its pharmacy providers must follow the clinical coverage policies and prior authorization (PA) criteria as described in:

- (1) Clinical Coverage Policies: Required Pharmacy Clinical Coverage Policies below.
 - a. 9: Outpatient Pharmacy
 - b. 9A: Over-the-Counter Products
 - c. 9B: Hemophilia Specialty Pharmacy Program
 - d. 9D: Off Label Antipsychotic Safety Monitoring in Beneficiaries Through Age 17
 - e. 1B: Physician Drug Program
- (2) Prior Authorization Criteria: Drugs and/or drug classes requiring prior approval are available at <https://www.navitus.com>

Preferred Drug List (PDL):

Navitus provides access to covered outpatient drugs and biological agents through the PDL developed by NCDHHS. NCDHHS maintains one PDL. Navitus administers the PDL in a way that allows Members to access to all non-preferred drugs that are on the PDL through a structured prior authorization process.

The drug formulary, at minimum, includes:

All drugs included the North Carolina Medicaid PDL as posted on the NCDHHS website. Navitus refers to the Pharmacy Services page on the NCDHHS website at: <https://medicaid.ncdhhs.gov/pharmacy-services->

[clinical-coverage-policies](#), for a current listing of covered drugs on the North Carolina Medicaid PDL.

All other covered drugs (Medicaid rebate eligible) in drug classes not listed on the NCDHHS PDL except for outpatient drugs excluded by state or federal policy, as defined in 42 C.F.R. § 438.3(s)(1).

Navitus furnishes covered benefits in an amount, duration, and scope no less than the amount, duration, and scope for the same services furnished to Members under NC Medicaid Direct. This includes all covered outpatient drugs for which the manufacturer has a CMS rebate agreement and for which the Department/NCDHHS provides coverage.

Alliance Health's PDL can be found at:

<https://www.alliancehealthplan.org>

Vaya Health's PDL can be found at: <https://www.vayahealth.com>

Covered Over the Counter (OTC) Products:

Below is a list of OTC products that are covered by Navitus. Covered OTC medications are subject to the same restrictions and recommendations as any legend drug. Restrictions and recommendations such as prior authorization and quantity limits may apply.

- smoking deterrent agents (nicotine)
- proton pump inhibitors
- second generation antihistamines
- second generation antihistamine-decongestant combination products (quantity limits apply)
- insulins
- syringes
- test strips
- control solutions
- lancets
- lancing devices
- pen needles
- oral contraceptives (levonorgestrel)
- polyethylene glycol 3350

Non-Covered Medications:

As defined in Clinical Coverage Policy 9, Navitus does not cover the

following drugs and/or services:

OTCs (except insulin and selected OTC products per Clinical Coverage Policy 9A, Over-The-Counter Products at [Home | NC Medicaid](#))

- medical devices and supplies (these are covered as durable medical equipment)
- diaphragms (covered as a family planning service)
- DESI drugs
- compound equivalent to OTC products or DESI drugs
- fertility medications
- medications for cosmetic purposes
- medications for non-FDA approved uses
- drugs from manufacturers who have not signed a Drug Rebate Agreement
- inpatient hospital prescriptions
- drugs administered in the prescriber's office (These should be submitted by the prescriber using
- HCPCS codes on a medical claim)
- durable medical equipment
- prescriptions dispensed by providers who are not enrolled with Medicaid or NCHC
- IV fluids (dextrose 500 ml or greater) and irrigation fluids used in an inpatient facility (These should be billed by the facility as ancillary services)
- erectile dysfunction drugs
- weight loss and weight gain drugs
- drug samples
- drugs obtained from any patient assistance program
- drugs used for the symptomatic relief of cough and colds that contain expectorants or cough
- suppressants
- legend vitamins and mineral products with the exception of

calcitriol(Vitamin D) when used for pre-dialysis, dialysis, or hypoparathyroidism treatment, prenatal vitamins, and fluoride.

Prior Authorizations (PA):

Prescriber

Navitus utilizes the common PA request form(s), developed by NCDHHS and accepts PA requests via electronic submission, phone, fax, or U.S. mail.

Navitus has a web-based PA process, which provides an electronic review system accessible to providers. This is located at:

<https://providers.vayahealth.com/> or
<https://www.alliancehealthplan.org/tp/prescribers>

Navitus will render a decision within 24 hours of receipt on all complete prior authorization requests. Preferred drugs will adjudicate as payable without prior authorization unless they are subject to clinical or administrative edits.

Prior Authorization forms for Alliance Health are located at: [Alliance Health - North Carolina BH/IDD Tailored Plan](#) Prior Authorization forms for Vaya Health are located at: [Vaya Health Home | Vaya Health](#)

Please see the Prior Authorization Section of this manual for additional information.

Early and Periodic Screening, Diagnosis and Treatment (EPSDT):

The EPSDT benefit entitles Medicaid beneficiaries under the age of 21 to medically necessary screening, diagnostic and treatment services within the scope of Social Security Act that are needed to "correct or ameliorate defects and physical and mental illnesses and conditions," regardless of whether the requested service is covered in the NC State Plan for Medical Assistance. This means that children under 21 years of age can receive services in excess of benefit limits or even if the service is no longer covered under the State Plan.

According to CMS, "ameliorate" means to improve or maintain the beneficiary's health in the best condition possible, compensate for a health problem, prevent it from worsening, or prevent the development of additional health problems. Basic EPSDT criteria are that the service must be covered under 1905(a) of the Social Security Act, and that it must be safe, effective, generally recognized as an

accepted method of medical practice or treatment, and cannot be experimental or investigational (which means that most clinical trials cannot be covered).

Requests for services for Medicaid-eligible children under the age of 21 will be reviewed using EPSDT criteria.

72-Hour Emergency Supply Available for Pharmacy Prior Authorization Drugs:

The 72-hour emergency supply should be dispensed any time the prior authorization process would

result in inappropriate care for the Member's medical condition, member harm, or if a PA for a formulary medication cannot be expeditiously resolved. If the prescribing provider cannot be reached or is unable to request a PA, the pharmacy should submit an emergency 72-hour prescription claim. A "3" in the Level of Service field (418-DI) should be used to indicate that the transaction is an emergency fill.

Copayments apply to all 72-hour emergency fills. The pharmacy is not limited in the number of times the emergency supply can be used for a Member pursuant to a valid prescription.

Appeals of Decisions to Deny Services:

Alliance

Appeals of decisions for Alliance Health Members should be submitted to Alliance Health. For more information, visit [Appeals and Grievances Overview - Alliance Health](#)

Vaya Health

Medicaid beneficiaries are entitled to a written notice and an opportunity to be heard by an impartial decisionmaker. Our Medicaid appeal means "a request for review of an adverse benefit determination." Medicaid Members have the right to appeal Navitus' decisions that deny a Medicaid service. An "appeal" is essentially a request for review of an Adverse Benefit Determination.

An Adverse Benefit Determination as defined in federal law, means any of the following:

- The denial or limited authorization of a requested service, including determinations based on the type or level of service, requirements for medical necessity,

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- Appropriateness, setting, or effectiveness of a covered benefit
 - The reduction, suspension or termination of a previously authorized service
 - The denial, in whole or in part, of payment for a service
 - The failure to provide services in a timely manner
 - The failure of Navitus to act within the timeframes provided in 42 CFR 438.408(b)(1) and (2) regarding the standard resolution of grievances and appeals. Grievances are not appealable outside of the health plan.

Navitus or the MCO must provide the Member or Member's Representative the opportunity, before and during the appeals process, to examine the Member's case file, including medical records, and any other documents and records considered during the appeals process. Navitus will also give the Member or Member's Representative a reasonable opportunity to present evidence and allegations of fact or law, including evidence that was not presented at the time of the original request. The opportunity by the Member or Member's Representative to review the case file and submit additional information is explained in the appeal instructions and information that are mailed to the Member or Member's representative.

The Prior Authorization Criteria for Medicaid services authorized by Navitus can be found at:

- Prior Authorization forms for Alliance Health are located at: <https://www.alliancehealthplan.org>
- Prior Authorization forms for Vaya Health are located at: <https://www.vayahealth.com>

Vaya Members may call Navitus at 1-800-540-6083 to request a written copy of these documents by mail.

Alliance Health Members may call Navitus at 855-759-9300 to request a written copy of these documents by mail.

Members or the Member's Representative must request an appeal and receive a decision before they can request a State Fair Hearing.

Navitus does not provide bonuses or incentives to employees based directly on Member utilization or for decisions regarding member

utilization. All utilization management determinations are based only on clinical appropriateness of care and services and existence of coverage for Navitus Members. The laws governing Medicaid Member appeals of Medicaid managed care decisions can be found at 42 CFR Part 438 and Chapter 108D of the North Carolina General Statutes.

In addition, Navitus will not attempt to influence, limit or interfere with an individual's right to file or

pursue a grievance or request an appeal.

State Fair Hearing:

The Member or the Member's Representative may ask for a State Fair Hearing (SFH) any time up to one hundred twenty (120) calendar days after they receive the Notice of Plan Appeal Resolution letter from Navitus or the MCO. The Member or Member's Representative may ask for a State Fair Hearing only after they complete the Navitus or MCO appeal process.

The Member or Member's Representative may request a State Fair Hearing by filling out the State Fair Hearing form that is included with the appeal decision letter sent by Navitus or the MCO. A Member or Member's Representative may mail, fax or call to submit their request for a State Fair Hearing.

Mail Request for a State Fair Hearing to:

Office of Administrative Hearings
1711 New Hope Church Road
Raleigh, NC 27609
Telephone: 1- 984-236-1860
Fax: 1- 984-236-1871

Frequently Asked Appeal Questions:

Q: How much time does an individual/guardian have to ask for an appeal?

A: The request for an appeal must be filed with Navitus or the MCO within sixty (60) calendar days of the mailing date on the notice of action sent by Navitus to the Member or the Member's Representative.

Q: How does a Member or Member's Representative ask for an appeal?

A: To request an appeal, complete the appeal form included with the Notice of Adverse Benefit Determination letter sent to the Member or Member's Representative and fax, email, mail the form to Navitus or the MCO at:

Alliance Health

Attention: Appeals Department
5200 W Paramount Pkwy, Ste 200
Morrisville, NC 27560
Telephone: 919-651-8641
Fax: 919-651-8682

Vaya Health

Navitus Health Solutions
Attention: Appeals/Grievance Coordinator
PO Box 999
Appleton, WI 54912-0999
Telephone: 800-962-9003
Fax: 1-855-673-6507

Q: Can the request be submitted over the phone?

A: Members or the Member's Representative may call Navitus or the MCO at 1-800-962-9003 if they want to make a request by phone, but they will still have to file a signed appeal request within sixty

(60) days after the mailing date of the notice of adverse benefit determination. If a Member or Member's Representative needs assistance with the form, they can contact Navitus at 1-800-962-9003 and someone will help him or her.

Q: Can a provider file the appeal?

A: A provider may help the Member or Member's Representative with completing the form and filing the appeal if the Member gives them written permission. There is a space on the form for the individual to identify someone who helped them with their appeal.

Q: What is the timeline for Navitus or the MCO to make a decision on the appeal request?

A: The appeal must be completed within thirty (30) calendar days after the request is filed. Navitus schedules a review with a clinical reviewer who has no prior involvement in the case. This person reviews the

information used in making the decision, in addition to any new information that the Member or Member's Representative wishes to submit. New or additional information must be sent to Navitus within ten (10) calendar days of filing the appeal request form. Navitus mails a decision within thirty (30) calendar days.

Q: What if the Member needs the appeal to be processed faster?

A: A Member or Member's Representative may ask for an expedited appeal if waiting thirty days might seriously jeopardize the Member's life, health, or functional abilities. A provider or any other individual may also help ask for an expedited review if they have been authorized in writing to do so by the Member or Member's Representative. A written appeal request is not required for expedited appeal requested orally. If Navitus approves a request for an expedited appeal, Navitus will make reasonable efforts to provide oral and written notification of the determination within seventy-two (72) hours of the request.

Q: What if the request for expedited review is denied?

A: If Navitus denies a request for an expedited appeal, the Member will be called promptly informing them the expedited review was not approved, and Navitus will mail a notice within two (2) calendar days. The Member can contact Vaya Health at 1-800-962-9003 or Alliance Health at 800-510-9132 to file a grievance about the decision to deny expedited review. If the request for expedited review is denied, a decision on the appeal will be within the standard timeframe of thirty (30) calendar days. There is no need to resubmit appeal request.

Q: Will services be authorized during the appeal process?

A: If Navitus denies a Member's current Medicaid services before the authorization period ends, the Member may continue to receive services if they meet all of the following conditions:

- Appeal request is filed within ten (10) days of Navitus mailing the Notice of Adverse Benefit Determination
- The decision involves the denial of currently authorized services
- The services were ordered by an authorized provider
- The previous authorization period for the services has not expired
- The Member or Member's Representative requests that services continue

If all of these conditions are met, the Member will continue to be

authorized for current services unless and until:

The Member or Member's Representative withdraws the request for an appeal, or

- Ten days after we mail the appeal decision, unless the Member or Member's Guardian requests a State Fair Hearing within those ten (10) days, or
- The Member loses the State Fair Hearing, or
- The previous authorization period for the services expires or authorization service limits are met.
- For more details about continuation of benefits, see 42 C.F.R. § 438.420.

Q: What happens if the Member loses the appeal?

A: If the Member loses the appeal, Navitus is allowed to recover the cost of the Medicaid

services received during the appeal process. We cannot recover these costs from individuals under eighteen (18), their parents or guardians, or providers.

Q: What if the Member or Member's Representative disagrees with the appeal decision?

A: If the Member or Member's Representative disagrees with the appeal decision, they may request a State Fair Hearing with the North Carolina Office of Administrative Hearings (OAH).

Information explaining how to request a State Fair Hearing with OAH is enclosed with the appeal decision. The first step in a State Fair Hearing is the opportunity for mediation. Individuals and Providers can learn more about requesting a State Fair Hearing by visiting [Medicaid Recipient Appeals | NC OAH](#) or by calling 1-984-236- 1850.

Credentialing requirements do not apply to pharmacies in the NC Medicaid network

Non-Discrimination Policy:

Navitus does not discriminate against any individual, provider, employee or other stakeholder due to race, age, religion/spiritual beliefs, sex, national origin, political affiliation, culture, and/or language, ability, handicap condition, sexual orientation, socioeconomic status, or other personal beliefs. In addition, Navitus

does not discriminate against pharmacies or providers that serve high-risk populations or specialize in conditions that require costly treatment.

Navitus does not permit contracted pharmacies (including staff, employees or independent contractors of such provider) to discriminate against any individual, provider, employee or other stakeholder due to race, age, religion/spiritual beliefs, sex, national origin, political affiliation, culture, and/or language, ability, handicap condition, sexual orientation,

socioeconomic status, or other personal beliefs.

Grievance Process:

A grievance is an expression of dissatisfaction about any matter other than an adverse benefit determination. Grievances may include, but are not limited to, the quality of care or services provided, and aspects of interpersonal relationships such as rudeness of a provider or employee, or failure to respect the Pharmacies or Member's rights regardless of whether remedial action is requested.

A grievance may be submitted in the following ways:

Alliance Health

PHONE: Call Alliance Member and Recipient Services Monday through Saturday, 7 a.m. to 6 p.m at 800-510-9132. After these hours you may leave a message and we will contact you during the next business day.

MAIL: You can send a written complaint to

Alliance Health
Quality Management Department
Attn: Complaints and Grievances
5200 W. Paramount Parkway, Suite 200
Morrisville, NC 27560

EMAIL: Complaints@AllianceHealthPlan.org

Vaya Health

PHONE: Call Vaya Member and Recipient Services Monday through Saturday, 7 a.m. to 6 p.m at 1-800-962-9003. After these hours you may leave a message and we will contact you during the next business day. You can also report concerns anonymously through Vaya's toll-free, 24/7 Compliance Hotline at 1-866-916-4255.

MAIL: You can send a written complaint to

Vaya Health
Grievance Resolution & Incidents Team
200 Ridgefield Court
Asheville, NC 28806

EMAIL: ResolutionTeam@VayaHealth.com

ONLINE: Visit the Vaya EthicsPoint compliance portal at vayahealth.ethicspoint.com and you will be able to report anonymously.

Office of the Ombudsman:

Pharmacies may contact the NCDHHS Ombudsman Program for assistance with submitting a complaint about Navitus.

Pharmacies may call the NC Medicaid Ombudsman at 1- 877-201-3750. Pharmacies can also find more information about the NC Medicaid Ombudsman program and how to submit a complaint via: [NC Medicaid Ombudsman – Your Advocate for Quality Care](#)

Cost Sharing:

- Medicaid is the payor of last resort. Pharmacies must bill all other third-party funds the Member has before submitting payment to Navitus. Examples of third-party funds include Medicare, private insurance, and Marketplace insurance.
- Pharmacies may not charge a Medicaid Member for services provided if Navitus denied authorization or reimbursement.
- Pharmacies may not require members to pay for any covered services other than the copayment amounts required under the State Plans.
- Consistent with 42 C.F.R. § 447.56, Medicaid cost sharing does not apply to a to the following Members: children under age twenty-one (21), pregnant women, individuals receiving hospice care, federally-recognized American Indians/Alaska Natives, BCCCP beneficiaries, foster children, disabled children under Family Opportunity Act, 1915(c) waiver beneficiaries, and an individual whose medical assistance for services furnished in an institution is reduced by amounts reflecting available income other than required for personal needs.
- The copay amount is returned in the pharmacy paid-claim response, Patient Pay Amount (Field 505-F5).

North Dakota

- AUDIT LAWS/REGULATIONS
[ARTICLE 61-01 \(nodakpharmacy.com\)](#) (page 194)
- BOARD OF PHARMACY
[North Dakota Board of Pharmacy \(nodakpharmacy.com\)](#)
- PHARMACY LAWS/REGULATIONS
[North Dakota Board of Pharmacy \(nodakpharmacy.com\)](#)

Ohio

- AUDIT LAWS/REGULATIONS
[Section 3901.811 - Ohio Revised Code | Ohio Laws](#)
- BOARD OF PHARMACY
[State of Ohio Board of Pharmacy](#)
- PHARMACY LAWS/REGULATIONS
[State of Ohio Board of Pharmacy](#) click on Laws & Rules

Oklahoma

- AUDIT LAWS/REGULATIONS
[Pharmacy Audit Integrity Act \(10.29.2024\)](#)
- BOARD OF PHARMACY
[Oklahoma State Board of Pharmacy - Home](#)
- PHARMACY LAWS/REGULATIONS
[Laws and Rules](#)

Oregon

- AUDIT LAWS/REGULATIONS
[0570 \(oregonlegislature.gov\)](#)
- BOARD OF PHARMACY
[Oregon Board of Pharmacy : Welcome Page : State of Oregon](#)
- PHARMACY LAWS/REGULATIONS
[Oregon Board of Pharmacy : Laws & Rules : State of Oregon](#)

Pennsylvania

- AUDIT LAWS/REGULATIONS
[2016 Act 169 - PA General Assembly \(state.pa.us\)](#)
- BOARD OF PHARMACY
[Home \(pa.gov\)](#)
- PHARMACY LAWS/REGULATIONS

[Board Laws and Regulations \(pa.gov\)](https://www.pa.gov)

Statewide PDL and GHP Family formulary applies to the GHP Family Medical Assistance Plan offered by Geisinger Health Plan.

All Pennsylvania Medical Assistance Managed Care Plans, including Geisinger Health Plan Family (GHP Family), follow the Statewide Preferred Drug List (PDL). The Department of Human Services' Pharmacy and Therapeutics Committee develops the Statewide PDL. A formulary is a list of drugs selected by GHP Family. It has medications believed to be necessary for a quality treatment program. Only medications that are not part of the PDL may be included in the GHP Family formulary.

To see the Statewide PDL, visit [Preferred Drug List | Department of Human Services | Commonwealth of Pennsylvania](#)

To see the GHP Family Formulary pdf, visit [GHP Family Formulary.pdf](#)

For more information, contact us

Pharmacy Customer Service Team Contact Information

Telephone: (855) 552-6028 (TDD/TTY: 711)

Hours of operation are:

Monday, Tuesday, Thursday, Friday: 8am-7pm

Wednesday: 8am-8pm

Saturday: 8am-2pm.

Fax: 570-300-2122

Mailing address:

Geisinger Health Plan
Pharmacy Department
Internal Mail Code 24-10
100 North Academy Avenue
Danville, PA 17822

Timeframe for Submission of Claims

Participating Pharmacy must submit claims to Navitus within one hundred eighty (180) days of the date of service.

Ownership Disclosures

Participating Pharmacy shall make full disclosure of ownership,

management and control information as required by 42 CFR 455.100 through 455.106 to Navitus, within such time frames as necessary to allow Payor to comply with the disclosure obligations set forth in the State Medicaid Contract, including but not limited to, providing such information to Payor and/or Navitus within ten (10) business days after any change in ownership.

New Member Transition Fill

New members enrolling in GHP that are under 21-year-olds are eligible for transition fills for 180 days from the eligibility start-date. Products subject to transition fill do NOT require validating/establishing continuity of care (continuity of care is assumed).

New members enrolling in GHP that are adults 21 years of age and older are eligible for transition fills for up to 60 days from the member's effective date of enrollment. There is no fill limit, and transition fill rules do not apply to excluded drug lists. Bulk chemicals will be reviewed as part of a compound.

Emergency Fills

Member may obtain a fifteen (15) day supply if the prescription qualifies as an Ongoing Medication. This is limited to every 180 days per GPI 14 with a lookback period of 6 months. Member may obtain a five (5) day supply of a new medication limited to every 180 days per GPI 14 with a lookback period of 6 month. Both 5 and 15-day supplies are limited to one temporary supply per member per medication every 180 days.

Rhode Island

- BOARD OF PHARMACY
[Pharmacy Licensing: Department of Health \(ri.gov\)](https://www.health.ri.gov/PharmacyLicensing)
- PHARMACY LAWS/REGULATIONS
webserver.rilin.state.ri.us/Statutes/TITLE5/5-19.1/INDEX.HTM

South Carolina

- AUDIT LAWS/REGULATIONS SC S0359 | 2019-2020
[SCLLR](#)
- PHARMACY LAWS/REGULATIONS
[SCLLR](#) Laws and Policies

Reimbursement Appeals

Pharmacies or pharmacists may request an external review of a denied internal appeal of provider reimbursements and appeals of recoupments arising out of audits conducted through its Pharmacy Benefits Manager (PBM). To be eligible for an External Review, pharmacies are required under South Carolina law to exhaust a PBM's internal appeal process prior to requesting an external review with the SCDOI. A pharmacy must then file the form, found within the link below, with the SCDOI within sixty (60) calendar days of the pharmacy's receipt of the PBM's final determination resolving the pharmacy's initial appeal or within thirty (30) calendar days of the pharmacy's receipt of the PBM's final audit report. Please utilize this link to access the form and for more information: [Pharmacy External Review Request Form](#)

South Dakota

- AUDIT LAWS/REGULATIONS
[SDLRC - Codified Law 58-29F \(sdlegislature.gov\)](#)
- BOARD OF PHARMACY
[South Dakota Board of Pharmacy - SD Dept. of Health](#)
- PHARMACY LAWS/REGULATIONS
[SDLRC - Codified Law 36-11 \(sdlegislature.gov\)](#)

Tennessee

- AUDIT LAWS/REGULATIONS
[Tennessee Code Title 56, Chapter 7, Part 31 \(2024\) - PHARMACY BENEFITS MANAGERS :: 2024 Tennessee Code :: U.S. Codes and Statutes :: U.S. Law :: Justia](#)
- BOARD OF PHARMACY
[Pharmacy \(tn.gov\)](#)
- PHARMACY LAWS/REGULATIONS
[1140 - Board of Pharmacy \(tnsosfiles.com\)](#)
- INITIAL APPEALS PROCESS (REIMBURSEMENT)
[MACFAQCoverRx.pdf](#)

The initial appeal process is available for all prescription drugs or devices in Tennessee for which a pharmacy alleges it did not receive its actual cost. Pharmacy must file an initial appeal within seven business days of claim submission for reimbursement. Upon receipt of all required information, Navitus will review and make a final determination within seven business days. If Navitus fails to comply with applicable timing and notice requirements, initial appeal shall be

resolved in favor of the pharmacy. If a pharmacy fails to comply with applicable timing requirements, Navitus may deny the initial appeal. Pharmacy is required to submit the name and contact information of the wholesaler or manufacturer from which the pharmacy purchased the drug or medical product or device.

Texas

The Texas Health and Human Services Commission (HHSC) administers the Texas Managed Care Medicaid program within the State of Texas for the benefit of Texas residents.

A number of health plans in the State of Texas chose Navitus as their prescription benefit management company to administer the Texas Managed Care Medicaid pharmacy benefit on behalf of the respective managed care organization. Below are unique policies and/or procedures applicable to the Texas Managed Care Medicaid program, effective March 1, 2012.

The CHIP reference in this manual also applies to CHIP perinate newborn Members, with noted exceptions.

Texas Provider Hotline 24/7 877-908-6023 (toll-free)

Prior Authorization 877-908-6023 (toll-free)

For additional Customer Service numbers, please see Navitus contact information.

Paper claims can be sent to:

Navitus Health Solutions
Operations Division-Claims
1025 West Navitus Drive
Appleton, WI 54913

Or faxed to:

855-668-8550

Network Acute Care Providers serving Medicaid Members must enter into and maintain a Medicaid provider agreement with HHSC or its agent to participate in the Medicaid Program, and must have a Texas Provider Identification Number (TPIN). All Network Providers, both CHIP and Medicaid, must have a National Provider Identifier (NPI) in accordance with the timelines established in 45 C.F.R. Part 162, Subpart D (for most Providers, the NPI must be in place by May 23, 2007.)

Network Provider understands and agrees that it may not interfere with or place any liens upon the state's right or the MCO's right, acting

as the state's agent, to recovery from third party resources.

The Network Provider understands and agrees that HHSC is not liable or responsible for payment for Covered Services rendered pursuant to the Network Provider contract.

The Network Provider contracts must contain the MCO's process for terminating Provider contracts. For CHIP HMOs and managed care organizations participating in the CHIP Perinatal Program, the process must comply with the Texas Insurance Code and TDI regulations.

The MCO must follow the procedures outlined in applicable state and federal law regarding termination of a provider contract, including requirements of Insurance Code §843.306 and 28 Tex. Admin. Code § 11.901.

The Network Provider contracts must contain the MCO's process for terminating Provider contracts. For CHIP HMOs and managed care organizations participating in the CHIP Perinatal Program, the process must comply with the Texas Insurance Code and TDI regulations.

Network Provider may not offer or give anything of value to an officer or employee of HHSC or the State of Texas in violation of state law. A "thing of value" means any item of tangible or intangible property that has a monetary value of more than \$50.00 and includes, but is not limited to, cash, food, lodging, entertainment, and charitable contributions. The term does not include contributions to public office holders or candidates for public office that are paid and reported in accordance with state and/or federal law. The MCO may terminate this Network Provider contract at any time for violation of this requirement.

72-Hour Override Emergency Prescription Supply

A 72-hour emergency supply of a prescribed drug must be provided when a medication is needed without delay and prior authorization (PA) is not available. This applies to all drugs requiring a prior authorization (PA), either because they are non-preferred drugs on the Preferred Drug List or because they are subject to clinical edits.

The 72-hour emergency supply should be dispensed any time a PA cannot be resolved within 24 hours for a medication on the Vendor Drug Program formulary that is appropriate for the member's medical condition. If the prescribing provider cannot be reached or is unable to request a PA, the pharmacy should submit an emergency 72-hour

prescription.

A pharmacy can dispense a product that is packaged in a dosage form that is fixed and unbreakable, e.g., an albuterol inhaler, as a 72-hour emergency supply.

To be reimbursed for a 72-hour emergency prescription supply, participating pharmacies should submit the following information:

- "8" in Prior Authorization Type Code (Field 461-EU)
- "8Ø1" in Prior Authorization Number Submitted (Field 462-EV)
- "3" in Days' Supply (Field 4Ø5-D5, in the Claim segment of the billing transaction)
- The quantity submitted in Quantity Dispensed (Field 442-E7) should not exceed the quantity necessary for a three-day supply according to the directions for administration given by the prescriber. If the medication is a dosage form that prevents a three-day supply from being dispensed, e.g., an inhaler, it is still permissible to indicate that the emergency prescription is a three-day supply, and enter the full quantity dispensed.
- 72-hour Emergency Prescription Rejection Message
- The following message will be returned to pharmacies on all electronically submitted claims that the MCO rejects because the prior authorization criteria have not been met:
 - Prescriber should call 877-908-6023 or pharmacist should submit 72-hour Emergency Rx if prescriber not available.
 - Call 877-908-6023 for more information about the 72-hour emergency prescription supply policy.

Medication Synchronization

Medication Synchronization became effective September 1, 2018, for Texas Medicaid and applies to all Medicaid and CHIP managed care organizations (MCO). The MCO must establish a process by which the MCO, the member, the prescribing physician or health care provider, and a pharmacist may jointly approve a medication synchronization plan. A medication synchronization plan may be used only for prescribed drugs that treat chronic illnesses and comply with Texas Insurance Code Section 1369.453. Eligible drugs for medication synchronization must be covered by Medicaid or CHIP and in accordance with the VDP formulary and must meet all prior

authorization criteria. Excluded drugs for medication synchronization are Schedule II controlled substances and Schedule III controlled substances containing hydrocodone.

Navitus' claim processing system has existing functionality to manage a member's medication synchronization plan via submission clarification codes (SCC). The usage of SCC by the pharmacist attests to the appropriate practices as specified by NCPDP standards and the medication synchronization plan. Additionally, the usage of SCC provides the pharmacy the ability to coordinate the member's prescription refills so the member can pick up prescriptions in accordance with the medication synchronization plan. Navitus' claim processing system has the functionality to allow for an applicable pro-rated cost share for CHIP members in accordance with the medication synchronization plan. Please note that per TAC §354.1867, dispensing fees will not be prorated.

Mailing/Delivering Prescriptions

Per Texas HB 1763¹¹² a PBM may not as a condition of contract with a pharmacy prohibit a pharmacy from:

- Mailing or delivering a drug to a patient per patient's request, to the extent permitted
- by law; or
- Charging a shipping and handling fee for a mailed or delivered prescription as long as the pharmacist or pharmacy discloses to the patient before delivery:
 - The fee that will be charged; and
 - The fee will be reimbursable by the health plan or PBM

Member Communications

The MCO is prohibited from imposing restrictions upon the Network Provider's free communication with a Member about the Member's medical conditions, treatment options, MCO referral policies, and other MCO policies, including financial incentives or arrangements and all managed care plans with whom the Network Provider contracts.

Pharmacy Directory

¹¹² [87\(R\) HB 1763](#)

Pharmacies enrolled with Vendor Drug must update their information (i.e.: address, city, state, zip, phone, etc.) with the HHSC Administrative Services Contractor in a timely fashion or immediately upon request by the PBM. Navitus notifies pharmacies of issues/differences found and advises pharmacies to update their information with HHSC through the Provider Information Management System (PIMS) through My Account. Changes can take up to 30 business days to process.

Audit or Investigations

[Network Provider] understands and agrees that the acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's Office ("SAO"), or any successor agency, to conduct an investigation in connection with those funds. [Network Provider] further agrees to cooperate fully with the SAO or its successor in the conduct of the audit or investigation, including providing all records requested at no cost.

Cancellation of Product Orders

If a Network Provider offers delivery services for covered products, such as durable medical equipment (DME), home health supplies, or outpatient drugs or biological products, then the MCO's Provider Contract must require the Provider to reduce, cancel, or stop delivery at the Member's or the Member's authorized representative's written or oral request. The Provider must maintain records documenting the request.

For automated refill orders for covered products, the MCO's Provider Contract must require the Provider to confirm with the Member that a refill, or new prescription received directly from the physician, should be delivered. Further, the MCO must ensure that the Provider completes a drug regimen review on all prescriptions filled as a result of the auto-refill program in accordance with 22 Tex. Admin. Code § 291.34. The Member or Member's LAR must have the option to withdraw from an automated refill delivery program at any time.

Codes/Regulations

- [Home - Rules & Meetings](#)
- [Home - Rules & Meetings](#)
- [Texas Administrative Code RULE §353.502 \(state.tx.us\)](#)

The Network Provider understands and agrees that it is subject to all state and federal laws, rules, regulations waivers, policies and

guidelines, and court-ordered consent decrees, settlement agreements, or other court orders that apply to the Network Provider Contract and the MCO's managed care contract with HHSC, the HMO Program, and all persons or entities receiving state and federal funds. The Network Provider understands and agrees that Att. B-1, §any violation by a provider of a state or federal law relating to the delivery of services pursuant to this Network Provider contract, or any violation of the MCO's contract with HHSC could result in liability for money damages, and/or civil or criminal penalties and sanctions under state and/or federal law.

The Network Provider understands and agrees that the following laws, rules, and regulations, and all subsequent amendments or modifications, apply to the Network Provider contract:

1. environmental protection laws:

- a. Pro-Children Act of 1994 (20 U.S.C. §6081 et seq.) regarding the provision of a smoke-free workplace and promoting the non-use of all tobacco products;
- b. National Environmental Policy Act of 1969 (42 U.S.C. §4321 et seq.) and Executive Order 11514 ("Protection and Enhancement of Environmental Quality") relating to the institution of environmental quality control measures;
- c. Clean Air Act and Water Pollution Control Act regulations (Executive Order 117
- d.
- e. 38, "Providing for Administration of the Clean Air Act and Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, and Loans");
- f. State Clean Air Implementation Plan (42 U.S.C. §740 et seq.) regarding conformity of federal actions to State Implementation Plans under §176(c) of the Clean Air Act; and
- g. Safe Drinking Water Act of 1974 (21 U.S.C. §349; 42 U.S.C. §300f to 300j-9) relating to the protection of underground sources of drinking water;

2. state and federal anti-discrimination laws:

- a. Title VI of the Civil Rights Act of 1964, (42 U.S.C. §2000d et seq.) and as applicable 45 C.F.R. Part 80 or 7 C.F.R. Part 15;

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- b. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794); Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et seq.); c. Age Discrimination Act of 1975 (42 U.S.C. §§6101-6107);
 3. Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688);
 4. Food Stamp Act of 1977 (7 U.S.C. §200 et seq.);
 5. Executive Order 13279, and its implementing regulations at 45 C.F.R. Part 87 or 7 C.F.R. Part 16; and
 6. the HHS agency's administrative rules, as set forth in the Texas Administrative Code, to the extent
 7. applicable to this Agreement.
 8. The Immigration and Nationality Act (8 U.S.C. § 1101 et seq.) and all subsequent immigration laws and amendments;
 9. the Health Insurance Portability and Accountability Act of 1996 (HIPAA) (Public Law 104-191), and
 10. the Health Information Technology for Economic and Clinical Health Act (HITECH Act) at 42 U.S.C. 17931 et seq.

While performing the services described in the Network Provider contract, the Network Provider agrees to:

1. comply with applicable state laws, rules, and regulations and HHSC's requests regarding personal
2. and professional conduct generally applicable to the service locations; and otherwise conduct themselves in a businesslike and professional manner

Liability

In the event the MCO becomes insolvent or ceases operations, the Network Provider understands and agrees that its sole recourse against the MCO will be through the MCO's bankruptcy, conservatorship, or receivership estate.

The Network Provider understands and agrees that the MCO's Members may not be held liable for the MCO's debts in the event of the entity's insolvency."

"The Network Provider understands and agrees that the Texas Health and Human Services Commission (HHSC) does not assume liability for the actions of, or judgments rendered against, the MCO, its employees,

agents or subcontractors. Further, the Network Provider understands and agrees that there is no right of subrogation, contribution, or indemnification against HHSC for any duty owed to the Network Provider by the MCO or any judgment rendered against the MCO. HHSC's liability to the Network Provider, if any, will be governed by the Texas Tort Claims Act, as amended or modified (Tex. Civ. Pract. & Rem. Code §101.001 et seq.)

Network Provider shall maintain, during the term of the Network Provider contract, Professional Liability Insurance of \$100,000 per occurrence and \$300,000 in the aggregate, or the limits required by the hospital at which Network Provider has admitting privileges.

[NOTE: This provision will not apply if the Network Provider is a state or federal unit of government, or a municipality, that is required to comply with, and is subject to, the provisions of the Texas and/or Federal Tort Claims Act. This provision also will not apply to Nursing Facilities.]

Marketing

Network Provider agrees to comply with state and federal laws, rules, and regulations governing marketing. In addition, the Network Provider agrees to comply with HHSC's marketing policies and procedures, as set forth in HHSC's Uniform Managed Care Manual.

The Network Provider is prohibited from engaging in direct marketing to Members that is designed to increase enrollment in a particular health plan. The prohibition should not constrain Network Providers from engaging in permissible marketing activities consistent with broad outreach objectives and application assistance.

Community First Choice: Program Provider Responsibilities

- The CFC services must be delivered in accordance with the Member's service plan.
- The program provider must have current documentation which includes the Member's service plan, ID/RC (if applicable), staff training documentation, service delivery logs (documentation showing the delivery of the CFC services), medication administration record (if applicable), and nursing assessment (if applicable)
- The HCS or TxHmL program provider must ensure that the rights of the Members are protected (ex. e.g., privacy during visitation, to send and

receive sealed and uncensored mail, to make and receive telephone calls, etc.).

- The program provider must ensure, through initial and periodic training, the continuous availability of qualified service providers who are trained on the current needs and characteristics of the Member being served.
 - This includes the delegation of nursing tasks, dietary needs, behavioral needs, mobility needs, allergies, and any other needs specific to the Member that are required to ensure the Member's health, safety, and welfare. The program provider must maintain documentation of this training in the Member's record.
- The program provider must ensure that the staff Members have been trained on recognizing and reporting acts or suspected acts of abuse, neglect, and exploitation. The program provider must also show documentation regarding required actions that must be taken when from the time they are notified that a DFPS investigation has begun through the completion of the investigation (ex. e.g., providing medical and psychological services as needed, restricting access by the alleged perpetrator, cooperating with the investigation, etc.). The program provider must also provide the Member/LAR with information on how to report acts or suspected acts of abuse, neglect, and exploitation and the DFPS hotline. (1-800-647-7418).
- The program provider must address any complaints received from a Member/LAR and have documentation showing the attempt(s) at resolution of the complaint. The program provider must provide the Member/LAR with the appropriate contact information for
- filing a complaint.
- The program provider must not retaliate against an employee, service provider, Member (or someone on behalf of a Member), or other person who files a complaint, presents a grievance, or otherwise provides good faith information related to the misuse of restraint, use of seclusion, or possible abuse, neglect, or exploitation.
- The program provider must ensure that the service providers meet all of the personnel requirements (age, high school diploma/GED OR competency exam and three references from non-relatives, current Texas driver's License and insurance if transporting, criminal history
- check, employee misconduct registry check, nurse aide registry check,

OIG checks). For CFC ERS, the program provider must ensure that the provider of ERS has the appropriate licensure.

- For CFC ERS, the program provider must have the appropriate licensure to deliver the service.
- For CFC, the program provider must ensure that any additional training requested by the Member/LAR of CFC PAS or habilitation (HAB) service providers is procured.¹¹³
- The use of seclusion is prohibited. Documentation regarding the appropriate use of restrictive intervention practices, including restraints must be maintained, including any necessary behavior support plans.
- The program provider must adhere to the MCO financial accountability standards.
- The program provider must prevent conflicts of interest between the program provider, a staff Member, or a service provider and a Member, such as the acceptance of payment for goods or services from which the program provider, staff Member, or service provider could financially benefit.
- The program provider must prevent financial impropriety toward a Member, including unauthorized disclosure of information related to a Member's finances and the purchase of goods with the Member's funds that a Member cannot use.

MCO Responsibilities

The MCO will initiate and maintain any action necessary to stop a Network Provider or employee, agent, assign, trustee, or successor-in-interest from maintaining an action against HHSC, an HHS Agency, or any Member to collect payment from HHSC, an HHS Agency, or any Member, excluding payment for non-covered services. This provision does not restrict a CHIP Network Provider from collecting allowable copayment and deductible amounts from CHIP Members. Additionally, this provision does not restrict a CHIP Dental Network Provider from collecting payment for services that exceed a CHIP Member's benefit cap.

Cost Sharing (CHIP ONLY)

- CHIP network pharmacies and out-of-network pharmacies may collect

¹¹³ CFR §441.565

Copayments authorized in the CHIP State plan from CHIP Members. Copayments are the only amounts that Network Providers may collect from CHIP Members, except for costs associated with unauthorized non-emergency services provided to a Member by out-of-network providers for non-covered services. CHIP families that meet the enrollment period cost-share limit requirement must report it to the HHSC Administrative Service Contractor. The HHSC Administrative Service Contractor notifies the MCO that a family's cost-share limit has been reached.

- CHIP Cost-Sharing Schedule¹¹⁴
 - The copay amount is returned in the pharmacy paid-claim response, Patient Pay Amount (Field 505-F5). No Copayments for MMC Members, CHIP perinate Members, CHIP perinate newborn Members, and CHIP Members who are Native Americans or Alaskan Natives. Additionally, for CHIP Members, there is no cost-sharing on benefits for well-baby and well-child services, preventive services, or pregnancy-related assistance.
- CHIP Member Prescriptions
 - CHIP Members are eligible to receive an unlimited number of prescriptions per month and may receive up to a 90-Day supply of a drug for certain maintenance medications.

Dispensing Limitations

Participating pharmacies must submit claims for reimbursement for the amount actually dispensed at the point of sale in the "Quantity Dispensed" field (442-E7). Participating pharmacies must dispense the quantity prescribed or ordered by the prescriber as allowed by State Law or benefit design limitation put forward by the managed care plan. Many National Drug Code (NDC) numbers are packaged in a size that is not a whole number. When entering a claim for a drug that is packaged in a metric decimal sized package (i.e., 10.2; 2.5; 6.8; etc.), be sure to include the decimals on your claims and do not round up. For example, if you dispense one 10.2 gm inhaler, you should be entering "10.2" in the "Quantity Dispensed" field. The same goes for inhalers where the package quantity is

12.9 gm for 1 inhaler. When dispensing ophthalmic drops be sure to

¹¹⁴ [Uniform Managed Care Manual 6.3 CHIP Cost Sharing](#)

include the decimal quantity and do not round up.

Fraud, Waste and Abuse

The Network Provider understands and agrees to the following:

1. HHSC Office of Inspector General ("OIG") and/or the Texas Medicaid Fraud Control Unit must be allowed to conduct private interviews of Network Providers and their employees, agents, contractors, and patients;
2. requests for information from such entities must be complied with, in the form and language requested;
3. Network Providers and their employees, agents, and contractors must cooperate fully with such entities in making themselves available in person for interviews, consultation, grand jury proceedings, pre-trial conference, hearings, trials and in any other process, including investigations at the Network Provider's own expense; and
4. compliance with these requirements will be at the [Network Provider's] own expense.

The Network Provider understands and agrees to the following:

1. Network Providers are subject to all state and federal laws and regulations relating to fraud, abuse or waste in health care or dental care and the Medicaid and/or CHIP Programs, as applicable;
2. Network Providers must cooperate and assist HHSC and any state or federal agency that is charged with the duty of identifying, investigating, sanctioning or prosecuting suspected fraud, abuse or waste;
3. Network Providers must provide originals and/or copies of any and all information as requested by HHSC or the state or federal agency, allow access to premises, and provide records to the Office of Inspector General, HHSC, the Centers for Medicare and Medicaid Services (CMS), the U.S. Department of Health and Human Services, FBI, TDI, the Texas Attorney General's
4. Medicaid Fraud Control Unit or other unit of state or federal government, upon request, and free-of-charge;
5. If the Network Provider places required records in another legal entity's records, such as a hospital, the Network Provider is responsible for obtaining a copy of these records for use by the above-named entities or their representatives; and

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6. Network Providers must report any suspected fraud or abuse including any suspected fraud and abuse committed by the MCO or a Member to the HHSC Office of Inspector General.

If the Network Provider receives annual Medicaid payments of at least \$5 million (cumulative, from all sources), the Network Provider must:

1. Establish written policies for all employees, managers, officers, contractors, subcontractors, and agents of the Network Provider. The policies must provide detailed information about the False Claims Act, administrative remedies for false claims and statements, any state laws about civil or criminal penalties for false claims, and whistleblower protections under such laws, as described in Section 1902(a)(68)(A) of the Social Security Act.
2. Include as part of such written policies detailed provisions regarding the Network Provider's policies and procedures for detecting and preventing Fraud, Waste, and Abuse.
3. Include in any employee handbook a specific discussion of the laws described in Section 1902(a)(68)(A) of the Social Security Act, the rights of employees to be protected as whistleblowers, and the Provider's policies and procedures for detecting and preventing Fraud, Waste, and Abuse.

DME/Diabetic Supplies

Please consult the Texas Medicaid Provider Procedures Manual, Durable Medical Equipment (DME) and Comprehensive Care Program (CCP) sections, and Navitus Health Solution's Pharmacy Provider Manual page 135 for information regarding the scope of coverage durable medical equipment (DME) and other products commonly found in a pharmacy. For qualified children, this includes medically necessary over-the-counter drugs, diapers, disposable/expendable medical supplies, and some nutritional products. It also includes medically necessary nebulizers, ostomy supplies or bed pans, and other supplies and equipment for all qualified Members. Navitus Health Solutions encourages pharmacy participation in providing these items to Medicaid clients.

To be reimbursed for DME or other products normally found in a pharmacy, but not covered as a pharmacy benefit for children (birth through age 20), a pharmacy must:

- Enroll with the MCO to become a Medicaid-enrolled DME provider.
 - A limited set of basic home health supplies are available under the

Vendor Drug Program (VDP) Formulary. Pharmacies will be reimbursed for filling prescriptions for supplies for clients in the Medicaid program. The list of supplies can be found on the Limited Home Health Supplies (LHHS) page on the VDP website at

- Vendor Drug Program (txvendordrug.com)
- Pharmacies do not have to be enrolled as DME providers to submit claims for these supplies.
- Call Navitus at 877-908-6023 for information about DME and other Covered Products commonly found in a pharmacy for children (birth through age 20)

Health Resources and Services Administration 340B Discount Drug Program

The MCO must use a shared-savings approach for reimbursing Network Providers that participate in the federal Health Resources and Services Administration's (HRSA's) 340B discount drug program.

The MCO through its Provider Contract must require a 340B-covered entity seeking to use 340B stock to contract with the MCO as a 340B pharmacy and accept the payment terms of the MCO's shared-savings model. If the 340B covered entity does not accept the terms of the MCO's shared

savings model for the reimbursement of 340B-purchased drugs, then the MCO may contract with the covered entity as a retail pharmacy. If the covered entity contracts with the MCO as a retail pharmacy, the MCO must prohibit the entity from using 340B-purchased drugs.

The MCO cannot require a Network Provider to submit its actual acquisition cost (AAC) on outpatient drugs and biological products purchased through the 340B program, consistent with UMCM Chapter

In addition, the MCO cannot impose PA requirements based on non-preferred status ("PDL PAs") for these drugs and products.

Payment Cycle

- Clean claims for outpatient pharmacy benefits must be adjudicated no later than: (1) 18 days after receipt if submitted electronically, or (2) 21 days after receipt if submitted non-electronically. Once a clean claim is received for a pharmacy claim, the MCOs are required, within the periods described above, to: (1) pay the total amount of the claim, or part of the claim, in accordance with the contract, (2) deny the entire claim, or part of

the claim, and notify the provider why the claim will not be paid.

- Payment is considered to have been paid on the date of: (1) the date of issue of a check for payment and its corresponding EOB to the provider by the MCO, or (2) electronic transmission, if payment is made electronically.
- The MCO must notify Network Providers in writing of any changes in the list of claims processing or adjudication entities at least 90 Days prior to the effect date of change.
- The MCO's provider agreement must specify that program violations by the Health and Human Services Commission Office of Inspector General (OIG) as specified in 1 Tex. Admin. Code, Chapter 371, Sub chapter G.

Pharmacy Claims Manual: [Pharmacy Claims Manual \(texas.gov\)](#)

Family Planning

- If a member requests contraceptive services or family planning services, the Network Providers must also provide the Member counseling and education about family planning and available family planning services. Network Providers cannot require prenatal consent for Members who are minors to receive family planning services. Network Providers must comply with the State and Federal laws and regulations governing Member confidentiality (including minors) when providing information on family planning services to Members.

Preferred Drug List (PDL)/Formulary

- Navitus adheres to the HHSC Formulary and PDL for Managed Medicaid
- Texas Medicaid maintains a Preferred Drug List (PDL) comprised of various therapeutic classes. Prescriptions written for preferred drugs will be available without prior authorization, unless they are subject to clinical or administrative edits, while non-preferred drugs will require prior authorization.
 - Texas Medicaid STAR/CHIP/STAR Kids Formulary
[TX STAR CHIP - Formulary \(navitus.com\)](#)
 - Texas HHSC Vendor Drug Preferred Drug List (PDL)
[Preferred Drugs | Vendor Drug Program](#)
 - Texas HHSC Vendor Drug Formulary
[Formulary | Vendor Drug Program](#)

Prior Authorization

-
- [Forms - Navitus](#)
 - Payors must adhere to the formulary and PDL for Medicaid. Preferred drugs must adjudicate as payable without prior authorization unless they are subject to clinical or administrative edits.
 - Navitus may require that the prescriber's office request prior authorization as a condition of coverage or payment for a Prescription Drug provided that: 1) A decision to approve or deny the prescription is made within 24 hours of the prior authorization request, and 2) If a Member's prescription for a medication is not filled with a prescription is presented to the pharmacist due to a prior authorization, the pharmacist must dispense a 72-hour emergency supply of the prescribed medication if the prescriber cannot be reached. The pharmacy may fill consecutive 72-hour supplies if the prescriber remains unavailable. Navitus will reimburse the pharmacy for dispensing the temporary supply of medication. The requirement that the Member be given at least a 72-hour supply for a new medication does not apply when the dispensing pharmacist determines that taking the prescribed medication would jeopardize the health or safety of the Member. In such event, Payors will require that the Participating Pharmacy make a good faith effort to contact the prescriber.

Private Pay Agreement

- Network pharmacies and out-of-network pharmacies are prohibited from billing or collecting any amount from a Member for covered services (unless the Member requests pharmacy to accept cash payment for the prescription – see PL 18-008 below). The Member's MCOs informs their Members of their responsibility to pay the costs for non-covered services, and must require the network pharmacy to:
 1. Inform Members of costs for non-covered services prior to rendering such services; AND
 2. Obtain a signed private pay form from such Members. See link below or Appendix, p. vi, at the end of the handbook
- [Microsoft Word - Private Pay Agreement \(tmhp.com\)](#)

P-18-008: Cash Payments for Prescriptions

Below is the policy surrounding a pharmacy's ability to accept cash payments for Medicaid prescriptions when requested by the recipient:

1. Pharmacists always have the option to deny cash payments, if in their professional opinion, the prescription is for inappropriate use,

including, but not limited to, inappropriate opioid uses.

2. If the client is a known Medicaid recipient, and the recipient requests that all or part of a prescription not be filled as a Medicaid benefit, then the prescription may be paid for in cash, either in part or in whole.
3. If the client is a known Medicaid recipient, and the recipient requests the pharmacy to fill only a portion of the prescription as a Medicaid benefit, then the remainder of the prescription may be paid for in cash.
4. This policy does not apply to people enrolled in the HHSC Inspector General Lock-In Program.

Provider Complaint Process to HHSC (Star and STAR Kids Members)

The Network Provider understands and agrees that HHSC reserves the right and retains the authority to make reasonable inquiry and to conduct investigation into Provider and Member Complaints.

- Initial point of contact is the Member's MCO and/or Navitus when related to pharmacy benefits.
- Pharmacy may contact the Navitus Texas Provider Hotline at 877-908-6023 to file a complaint. If after completing this process, the pharmacy believes they did not receive full due process from the respective MCO/Navitus, they may file a complaint or inquiry to [File a Complaint Against a Health Facility or Health Care Regulation Representative | Texas Health and Human Services](#) or mail to:

Texas Health and Human Services Commission Provider Complaints
Health Plan Operations, H-320
P.O. BOX 85200
Austin, TX. 78708

- For additional information, visit the Texas Administrative Code 1 TAC 353.¹¹⁵
- State Fair Hearing Information
- If a Member, as a member of the health plan, disagrees with the health plan's decision, the Member has the right to ask for a State Fair Hearing. The Member may name someone to represent him or her by writing a

¹¹⁵ [http://texreg.sos.state.tx.us/public/readtac\\$ext.ViewTAC?tac_view=4&ti=1&pt=15&ch=353](http://texreg.sos.state.tx.us/public/readtac$ext.ViewTAC?tac_view=4&ti=1&pt=15&ch=353)

letter to the health plan telling the MCO the name of the person the Member wants to represent him or her. A provider may be the Member's representative. The Member or the Member's representative must ask for the fair hearing within 90 days of the date on the health plan's letter that tells of the decision being challenged. If the Member does not ask for the fair hearing within 90 days, the Member may lose his or her right to a fair hearing. To ask for a fair hearing, the Member or the Member's representative should either send a letter to the health plan at (address for health plan) or call (number for health plan).

- If the Member asks for a fair hearing within 10 days from the time the Member gets the hearing notice from the health plan, the Member has the right to keep getting any service the health plan denied, at least until the final hearing decision is made. If the Member does not request a fair hearing within 10 days from the time the Member gets the hearing notice, the service the health plan denied will be stopped.
- If the Member asks for a fair hearing, the Member will get a packet of information letting the Member know the date, time, and location of the hearing. Most fair hearings are held by telephone. At that time, the Member or the Member's representative can tell why the Member needs the service the health plan denied.
- HHSC will give the Member a final decision within 90 days from the date the Member asked for the hearing.

EXTERNAL MEDICAL REVIEW INFORMATION

Can a Member ask for an External Medical Review?

- If a Member, as a member of the health plan, disagrees with the health plan's internal appeal decision, the Member has the right to ask for an External Medical Review. An External Medical Review is an optional, extra step the Member can take to get the case reviewed for free before the State Fair Hearing. The Member may name someone to represent him or her by writing a letter to the health plan telling the MCO the name of the person the Member wants to represent him or her. A provider may be the Member's representative. The Member or the Member's representative must ask for the External Medical Review within 120 days of the date the health plan mails the letter with the internal appeal decision. If the Member does not ask for the External Medical Review within 120 days, the Member may lose his or her right to an External Medical Review. To ask for an External Medical Review, the Member or the Member's

representative should either:

- Fill out the 'State Fair Hearing and External Medical Review Request Form' provided as an attachment to the Member Notice of MCO Internal Appeal Decision letter and mail or fax it to: <MCO name> by using the address or fax number at the top of the form;
- Call the Member's MCO; or
- Email the Member's MCO>
- If the Member asks for an External Medical Review within 10 days from the time the health plan mails the appeal decision, the Member has the right to keep getting any service the health plan denied, based on previously authorized services, at least until the final State Fair Hearing decision is made. If the Member does not request an External Medical Review within 10 days from the time the Member gets the appeal decision from the health plan, the service the health plan denied will be stopped.
- The Member, the Member's authorized representative, or the Member's LAR may withdraw the Member's request for an External Medical Review before it is assigned to an Independent Review Organization or while the Independent Review Organization is reviewing the Member's External Medical Review request. The Member, the Member's authorized representative, or the Member's LAR must submit the request to withdraw the EMR using one of the following methods: (1) in writing, via United States mail, email, or fax; or (2) orally, by phone or in person. An Independent Review Organization is a third-party organization contracted by HHSC that conducts an External Medical Review during Member appeal processes related to Adverse Benefit Determinations based on functional necessity or medical necessity. An External Medical Review cannot be withdrawn if an Independent Review Organization has already completed the review and made a decision.
- Once the External Medical Review decision is received, the Member has the right to withdraw the State Fair Hearing request. If the Member continues with the State Fair Hearing the Member can also request the Independent Review Organization to be present at the State Fair Hearing. The Member can make both of these requests by contacting the Member's MCO at (specify MCO information) or the HHSC Intake Team at EMR_Intake_Team@hhsc.state.tx.us.
- If the Member continues with a State Fair Hearing and the State Fair Hearing decision is different from the Independent Review Organization

decision, the State Fair Hearing decision is final. The State Fair Hearing decision can only uphold or increase Member benefits from the Independent Review Organization decision.

Can a Member ask for an emergency External Medical Review?

- If a Member believes that waiting for a standard External Medical Review will seriously jeopardize the Member's life or health, or the Member's ability to attain, maintain, or regain maximum function, the Member or Member's representative may ask for an emergency External Medical Review and emergency State Fair Hearing by writing or calling the Member's MCO. To qualify for an emergency External Medical Review and emergency State Fair Hearing the Member must first complete the Member's MCO internal appeals process.

Provider Complaint Process to TDI (CHIP Members)

- CHIP Member complaints and appeals are subject to disposition consistent with the Texas Insurance Code and any applicable TDI regulations.
- Pharmacy may submit a complaint to Navitus regarding the pharmacy benefits/program for Medicaid or CHIP. The complaint may be made orally and/or in writing.
- Pharmacy may contact the Navitus Texas Provider Hotline at 877-908-6023 to file a complaint orally or written to:

Navitus Health Solutions
Attn: Appeals and Grievance Coordinator
P.O. Box 999
Appleton, WI 54912-0999
- If there is a disagreement with the decision or a preference to file a complaint with the Texas Department of Insurance (TDI), information can be found at:
 - [Get help with an insurance complaint \(texas.gov\)](https://www.texas.gov/get-help-with-an-insurance-complaint) or
 - for more information contact: ConsumerProtection@tdi.texas.gov

Provider Contract Checklist (HHSC Uniform Managed Care Manual)

- HHSC designed this checklist to help ensure that the MCOs develop their contracts with Network Providers consistent with HHSC requirements. These Standard Contract Provisions must be in writing and included in all

Network Provider Contracts or the MCOs Provider Manual.

- The MCO is prohibited from imposing restrictions on Medicaid/CHIP pharmacy providers'
- enrollment in Medicaid/CHIP as a condition to enroll in other lines of business.
- The MCO is prohibited from implementing significant, non-negotiated, across-the-board provider reimbursement rate reduction unless prior approval has been obtained by HHSC.
- The MCO must ensure reasonable pharmacy provider reimbursement rates include a dispensing fee, administration fees (when applicable) and ingredient costs.
- The MCO must follow the requirements in applicable contracts regarding reimbursement for pharmacy providers.
- The MCO must ensure that pharmacy provider processes and procedures must be provided in a separate Texas Medicaid section specific to Medicaid and CHIP only.
- The MCO must ensure that provider contracts do not include language that permits:
 - pharmacy provider rate reductions without HHSC notification of approval as required under Section 8.1.4.8;
 - reconciliation methodologies that include Medicaid or CHIP claims;
 - mechanisms that facilitate "spread pricing," including pharmacy provider reimbursement clawbacks or discounts, which is described below in this section; or
 - PBM restrictions that are greater than those required by HHSC for Medicaid/CHIP participation.
- Unless directed by HHSC, the MCO and its PBM are prohibited from implementing an aggregate reconciliation process after the point-of-sale transaction such that the final cost of drugs for payors is changed or the price paid to pharmacy providers is changed. Such prohibition includes aggregate reconciliation processes for additional fees, contracted effective rate agreements, payment reductions, and the recoupments of funds based on financial performance measures. This prohibitive language does not apply to audit-related claim reviews, approved Alternative Payment Models, or Fraud, Waste, and Abuse investigations.
- The MCO must provide a Network pharmacy the sources used to

determine the MAC pricing at contract execution, renewal, and upon request. MCOs may not use as a pricing source provider performance standards, provider network performance standards, or effective rate agreements.

Reporting Abuse, Neglect, or Exploitation (ANE)— MEDICAID MANAGED CARE

Report suspected Abuse, Neglect, and Exploitation:

- MCOs and providers must report any allegation or suspicion of ANE that occurs within the delivery of long-term services and supports to the appropriate entity. The managed care contracts include MCO, and provider responsibilities related to identification and reporting of ANE. Additional state laws related to MCO, and provider requirements continue to apply. Report to the Health and Human Services (HHS) if the victim is an adult or child who resides in or receives services from:
 - Nursing facilities;
 - Assisted living facilities;
 - Home and Community Support Services Agencies (HCSSAs) – Providers are required to report allegations of ANE to both DFPS and HHS;
 - Adult day care centers; or
 - Licensed adult foster care providers Contact HHS at 1-800-458-9858. For additional information refer to the link: [Complaint and Incident Intake | Texas Health and Human Services](#). MCOs and providers must report any allegation or suspicion of ANE to the appropriate entity. The managed care contracts include MCO, and provider responsibilities related to identification and reporting of ANE. The Medicaid/CHIP Division at the Texas Health and Human Services Commission developed this document in order to assist MCOs and providers with reporting ANE. Additional state laws related to MCO, and provider requirements continue to apply.

Report to the Department of Family and Protective Services (DFPS) if the victim is one of the following:

- An adult who is elderly or has a disability, receiving services from:
 - Home and Community Support Services Agencies (HCSSAs) – also required to report any HCSSA allegation to HHS;

-
- Unlicensed adult foster care provider with three or fewer beds
 - An adult with a disability or child residing in or receiving services from one of the following providers or their contractors:
 - Local Intellectual and Developmental Disability Authority (LIDDA), Local mental health authority (LMHAs), Community center, or Mental health facility operated by the Department of State Health Services;
 - a person who contracts with a Medicaid managed care organization to provide behavioral health services;
 - a managed care organization;
 - an officer, employee, agent, contractor, or subcontractor of a person or entity listed above; and
 - An adult with a disability receiving services through the Consumer Directed Services option
 - Contact DFPS at 1-800-252-5400 or, in non-emergency situations, online at [Welcome to the Texas Department of Family Abuse Hotline Website](#)

Report to Local Law Enforcement:

- If a provider is unable to identify State agency jurisdiction but an instance of ANE appears to have occurred, report to a local Law enforcement agency and DFPS.

Failure to Report or False Reporting:

- It is a criminal offense if a person fails to report suspected ANE of a person to DFPS, DADS, or a Law enforcement agency¹¹⁶
- It is a criminal offense to report false information knowingly or intentionally to DFPS, DADS, or a Law enforcement agency regarding ANE¹¹⁷
- Everyone has an obligation to report suspected ANE against a child, an adult that is elderly, or an adult with a disability to DFPS. This includes ANE committed by Member's family, DFPS licensed foster parent or accredited child placing agency foster home, DFPS licensed general residential operation, or at a childcare center.

¹¹⁶ Texas Human Resources Code, Section 48.052; Texas Health & Safety Code, Section 260A.012; and Texas Family Code, Section 261.109

¹¹⁷ Texas Human Resources Code, Sec. 48.052; Texas Health & Safety Code, Section 260A.013; and Texas Family Code, Section 261.107

Timely Filing Limits

Points-of-sale (POS) claims are generally submitted at the time of dispensing. However, there may be mitigating reasons that require a claim to be submitted after being dispensed. Transmission of claims using the current date for a past service date is a violation of program policy and could result in an audit exception.

Exception: Claims that exceed the prescribed timely filing limit will deny with NCPDP Error 81, "Claim Too Old by x days." The exception to this is claims for Members that have been certified with retroactive Medicaid eligibility. These claims will process online for 95 days after the certification date of retroactive eligibility regardless of the date of service.

Verification--Verifying Member Medicaid Eligibility

Each person approved for Medicaid benefits gets a Your Texas Benefits Medicaid card. However, having a card does not always mean the patient has current Medicaid coverage. You must still verify eligibility. There are several ways to do this:

- Swipe the patient's Your Texas Benefits Medicaid card through a standard magnetic card reader, if your office uses that technology.
- Search for the patient using a secure website with a variety of useful features for Medicaid providers.
- Use TexMedConnect on the TMHP website at [Welcome Texas Medicaid Providers | TMHP](#)
- Call the Your Texas Benefits provider helpline at 1-855-827-3747.
- Call Provider Services at the patient's medical or dental plan.

Important: Do not send patients who forgot or lost their cards to an HHSC benefits office for a paper form. They can request a new card by calling 1-855-827-3748. Medicaid Members also can go online to order new cards or print temporary cards. For instructions, visit [Your Texas Benefits - Learn](#) and click Learn more about the Your Texas Benefits Medicaid card.


Members will also be provided a medical ID card from their Managed Care Organization (MCO). You may contact the number on the back of this card for questions or to verify eligibility. Member ID cards will vary depending on MCO.

Your Texas Benefits Medicaid Card

[Medicaid Card Questions & Answers | Texas Health and Human Services](#)

- Provider Interactive Voice Response guide (IVR)— [Provider IVR User Guide \(txhealthsteps.com\)](#)
- *Your Texas* [Medicaid & CHIP Members | Texas Health and Human Services](#)
- http://www.tmhp.com/TMHP_File_Library/Medicaid/Your%20Texas%20Benefits.pdf
- CHIP into TIERS (effective 9/1/2013)
 - [Microsoft Word - 6.03 CHIP Cost Sharing V2.1 FINAL \(texas.gov\)](#)
 - CHIP and CHIP Perinate Eligibility –CHIP Program Members have eligibility for 12-months.
 - [CHIP Perinatal FAQs | Texas Health and Human Services](#)
 - [Medicaid & CHIP | Texas Health and Human Services](#)

Sample ID Card

 Your Texas Benefits Health and Human Services Commission	
Member name:	
Member ID:	Note to Provider: Ask this member for the card from their Medicaid medical plan. Providers should use that card for billing assistance. No medical plan card? Pharmacists can use the non-managed care billing information on the back of this card.
Issuer ID:	
Date card sent:	

Websites

Navitus Texas Managed Care Medicaid Payors

- Community First Health Plan [Community First Health Plans | Your Local Health Plan](#)
- Community Health Choice [Community Cares - Community Health Choice](#)
- Cook Children's Health Plan. [Cook Children's Health Care System \(cookchildrens.org\)](#)
- Dell Children's Health Plan/Seton [CHIP and STAR Health Insurance - Dell Children's Health Plan \(dellchildrens.net\)](#)
- Driscoll Children's Health Plan [Driscoll Health Plan](#)
- El Paso Health [Medicaid, CHIP, Group Health Insurance. \(elpasohealth.com\)](#)

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- FirstCare Health Plan [FirstCare - Health Plans by Texans for Texans](#)
 - Parkland Community Health Plan [Medicaid and CHIP Plans for Dallas Service](#)
 - Scott and White Health Plan [RightCare Home \(swhp.org\)](#)
 - Texas Children's Health Plan. [Texas Children's Health Plan \(texaschildrenshealthplan.org\)](#)

Resources

- Texas Vendor Drug Program [Homepage | Vendor Drug Program \(txvendordrug.com\)](#)
- Preferred Drug List (PDL). [Preferred Drugs | Vendor Drug Program](#)
- Formulary [Formulary | Vendor Drug Program \(txvendordrug.com\)](#)
- Texas Medicaid [Welcome Texas Medicaid Providers | TMHP](#)
- HHSC [Texas Health and Human Services | Texas Health and Human Services](#)
- Epocrates (TX Medicaid and CHIP Formulary & PDL) [Point of care medical application | Epocrates](#)

Utah

- AUDIT LAWS/REGULATIONS
[Utah Code Section 58-17b-622](#)
- BOARD OF PHARMACY
[DOPL - Pharmacy \(utah.gov\)](#)
- PHARMACY LAWS/REGULATIONS
[Pharmacy Laws and Rules - dopl.utah.gov](#)

Vermont

- AUDIT LAWS/REGULATIONS
[Vermont Laws](#)
- BOARD OF PHARMACY
[Vermont Secretary of State - Office of Professional Regulation Pharmacy Section](#)
- PHARMACY LAWS/REGULATIONS
[Pharmacy Statutes, Rules & Resources \(vermont.gov\)](#)

Virginia

- AUDIT LAWS/REGULATIONS
[Code of Virginia Code - Article 9. Pharmacy Benefits Managers](#)
- BOARD OF PHARMACY

[Virginia Board of Pharmacy](#)

- PHARMACY LAWS/REGULATIONS
[Virginia Board of Pharmacy - Laws & Regulations](#)

Washington

- AUDIT LAWS/REGULATIONS
[Chapter 19.340 RCW: pharmacy benefit managers \(wa.gov\)](#)
- BOARD OF PHARMACY
[Pharmacy Professions Licensing Information :: Washington State Department of Health](#)
- PHARMACY LAWS/REGULATIONS
[Laws and Rules | Washington State Department of Health](#)

West Virginia

- AUDIT LAWS AND REGULATIONS
[West Virginia Code \(wvlegislature.gov\)](#)
- BOARD OF PHARMACY
[Home - WV Board of Pharmacy \(wvbop.com\)](#)
- PHARMACY LAWS/REGULATIONS
[Pharmacy Law and Rules - WV Board of Pharmacy \(wvbop.com\)](#)

Wisconsin

- AUDIT LAWS AND REGULATIONS
[Wisconsin Legislature: 2021 Wisconsin Act 9](#)
- BOARD OF PHARMACY
[DSPS Pharmacy Examining Board \(wi.gov\)](#)
- PHARMACY LAWS/REGULATIONS
[DSPS Pharmacy Examining Board \(wi.gov\)](#)

Under Wisconsin Act 9¹¹⁸ (SB 3), for certain applicable plans, a member that has an adverse reaction to the generic prescription drug or the prescription that is being substituted for an originally prescribed prescription drug, a pharmacist may fill one 30-day supply of the originally prescribe drug at the cost-sharing amount that applies to the drug at the time of substitution.

To process such a claim, a pharmacy should enter:

- an override using DAW 3 and
- a DUR conflict code of AR

¹¹⁸ SB3

Wyoming

- AUDIT LAWS AND REGULATIONS
[Pharmacy benefit manager audits, Wyo. Stat. § 26-52-103](#)
- BOARD OF PHARMACY
[Pharmacy \(wyo.gov\)](#)
- PHARMACY LAWS/REGULATIONS
[Pharmacy - Laws \(wyo.gov\)](#)



ARKANSAS STATE ADDENDUM TO THE NAVITUS PARTICIPATING PHARMACY AGREEMENT

This Arkansas Addendum ("Addendum") applies to the extent that Participating Pharmacy dispenses outpatient prescriptions and drug products and provides pharmaceutical services to Members. All definitions used in this Addendum, which are not otherwise defined, have the meanings assigned to them in the Participating Pharmacy Agreement ("Agreement"), which Navitus and Participating Pharmacy previously executed. Both parties desire for the Agreement and the services provided thereunder to comply with all applicable Laws and regulations. This Addendum is intended to clarify the parties' responsibilities under the Laws of the State of Arkansas.

Now therefore, Navitus and Participating Pharmacy agree as follows:

1. Effectiveness of Addendum. If any provision of this Addendum conflicts with the terms or definitions of the Agreement, the terms of this Addendum will control with respect to Payors subject to Arkansas Law or regulation. To the extent that Participating Pharmacy provides Covered Pharmacy Services to Members of Payors licensed under Arkansas Law, Participating Pharmacy agrees to comply with any requirements for participation as a Participating Pharmacy in Arkansas as required by applicable Law. The terms of this Addendum will apply solely with regard to Covered Pharmacy Services provided to Members of Payors licensed as a health carrier under Arkansas Law and will not be deemed to amend the terms of the Agreement for Payors licensed in other states as a health carrier or for Covered Pharmacy Services not otherwise under the jurisdiction of the State of Arkansas, which may be covered by the requirements of other states. In the event of a conflict between the terms set forth in this Addendum and the terms set forth in the Agreement this Addendum shall control for Covered Pharmacy Services.

2. To the extent Participating Pharmacy provides Covered Pharmacy Services to Members of a health maintenance organization:

(a) In the event the health maintenance organization fails to pay for healthcare services as set forth in the Agreement, Member shall not be liable to the provider for any sums owed by the health maintenance organization. (Ark. Code Ann. § 23-76-119(c)(1))

(b) Participating Pharmacy shall not maintain an action at law against a subscriber or enrollee to collect sums owed to them by the health maintenance organization nor shall they make any statement, either written or oral, to any subscriber or enrollee that makes demand for, or would lead a reasonable person to believe that a demand is being made for, payment of any amounts owed by the health maintenance organization. (Ark. Code Ann. § 23-76-119(c)(3)(A))

3. Medical Necessity. To the extent Participating Pharmacy provides Covered Pharmacy Services to Members of an insurer under a minimum basic benefit policy issued under Chapter 98 of the Arkansas Code Annotated, the Member will have no obligation to make payment for any Covered Pharmacy Service rendered by Participating Pharmacy that is determined not to be medically necessary. However, charges for medically necessary services received by the Member which are not covered by the minimum basic benefit policy shall be considered the responsibility of the Member.

4. Gag Clauses Prohibited. Participating Pharmacy may not prohibit, restrict, or penalize in any way disclosure to Member any healthcare information that Participating Pharmacy deems appropriate regarding the nature of treatment, risks, or alternatives thereto, the availability of alternate therapies, consultations, or tests, the decision of utilization reviewers or similar persons to authorize or deny services, the process that is used to authorize or deny healthcare services or benefits, or information on financial incentives and structures used by the insurer. (Ark. Code Ann. §§ 23-99-407, 23-92-507)

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NAVITUS HEALTH SOLUTIONS, LLC
ARKANSAS STATE ADDENDUM TO PARTICIPATING PHARMACY AGREEMENT



5. Continuity of Care. To the extent Participating Pharmacy provides Covered Pharmacy Services to Members of a health insurer pursuant to applicable Arkansas insurance law, in the event the Agreement is terminated, pharmacy agrees to continue to provide Covered Pharmacy Services to Members as an in-network benefit until a current episode of treatment for an acute condition is completed or until the end of ninety (90) days, whichever occurs first. During such period of time, pharmacy shall be deemed to be a Participating Pharmacy for purposes of reimbursement, utilization management, and quality of care. (Ark. Code Ann. § 23-99-408)

6. Payment Retroactivity. Pursuant to Ark. Code Ann. § 23-92-506(c), a claim or aggregate of claims for Covered Pharmacy Services shall not be directly or indirectly retroactively denied or reduced after adjudication of the claim or aggregate of claims unless:

- (a) The original claim was submitted fraudulently;
- (b) The original claim payment was incorrect because the pharmacy or pharmacist had already been paid for the pharmacist services; or
- (c) The pharmacist services were not properly rendered by the pharmacy or pharmacist.

7. Reimbursements. To the extent Participating Pharmacy provides Covered Pharmacy to health benefit plans as defined in Ark. Code Ann. § 23-92- 503(2) and healthcare payors as defined in Ark. Code Ann. § 23-92-503(3), the following requirements shall apply pursuant to Arkansas' Emergency Rule 128 and Ark. Code Ann. § 23-92-506(a)(1):

- (a) The Arkansas Insurance Commissioner ("Commissioner") may review and approve the compensation program Navitus from a health benefit plan to ensure that the reimbursement for Covered Pharmacy Services paid to Participating Pharmacy or a pharmacist is fair and reasonable to provide an adequate pharmacy benefits manager network for a health benefit plan.
- (b) Navitus shall include a fair and reasonable cost to dispense to Participating Pharmacies in its administration of drug benefits under its health benefit plan.
 - (i) A fair and reasonable cost to dispense shall be calculated commiserate with the time, labor, supplies, and other administrative costs associated with the dispensing of the drug by the pharmacy.
 - (ii) This cost to dispense shall be uniform or equally applied to all Participating Pharmacies servicing the health benefit plan. In administering drug benefits for health benefit plans, Navitus shall not recoup or recover any increased costs to dispense from a subscriber at the point of sale through increased cost-sharing requirement ratios or percentages (co-insurance, co-payment, or deductibles) on the Member.
 - (iii) For the first calendar year for 2025, every health insurer shall file with the Commissioner, no later than by November 30, 2024, a written report describing each healthcare payor's calculation amount, and methodology for such calculation, of the cost to dispense as required by this Rule. This requirement shall apply to plan year 2025 and thereafter, for each succeeding plan year after 2025, a health insurer shall submit such report on or before March 1 to apply for that next plan year. All data and materials submitted for such reports shall be deemed confidential, proprietary and not subject to the Arkansas Freedom of Information Act.



8. Pursuant to Ark. Code Ann. § 23-92-506(b), Navitus shall not:
- (a) unless reviewed and approved by the Commissioner, charge a pharmacist or pharmacy a fee related to the adjudication of a claim, including without limitation a fee for:
 - (i) The receipt and processing of a pharmacy claim;
 - (ii) The development or management of claims processing services in a pharmacy benefits manager network; or
 - (iii) Participation in a pharmacy benefits manager network;
 - (b) unless reviewed and approved by the Commissioner in coordination with the Arkansas State Board of Pharmacy, require pharmacy accreditation standards or certification requirements inconsistent with, more stringent than, or in addition to requirements of the board.

9. Anti-Clawback. Pursuant to Ark. Code Ann. § 4-88-1004, a Member shall not be required to make a payment for Covered Pharmacy Services in an amount greater than the pharmacist or Participating Pharmacy providing the pharmacists services may retain from all payment sources.

10. MAC Lists.

- (a) Navitus shall provide access to its Maximum Allowable Cost List to each pharmacy subject to the Maximum Allowable Cost List;
- (b) Update its Maximum Allowable Cost List on a timely basis, but in no event longer than seven (7) calendar days from an increase of ten percent (10%) or more in the pharmacy acquisition cost from sixty percent (60%) or more of the pharmaceutical wholesalers doing business in the state or a change in the methodology on which the Maximum Allowable Cost List is based or in the value of a variable involved in the methodology;
- (c) Provide a process for each pharmacy subject to the Maximum Allowable Cost List to receive prompt notification of an update to the Maximum Allowable Cost List; and
- (d) Provide a reasonable administrative appeal procedure to allow pharmacies to challenge Maximum Allowable Cost List and reimbursements made under a Maximum Allowable Cost List for a specific drug or drugs as:
 - (i) Not meeting the requirements of this section; or
 - (ii) Being below the pharmacy acquisition cost.
- (e) The reasonable administrative appeal procedure shall include the following:
 - (i) A dedicated telephone number, email address, and website for the purpose of submitting administrative appeals;
 - (ii) The ability to submit an administrative appeal directly to the pharmacy benefits manager regarding the pharmacy benefits plan or program or through a pharmacy service administrative organization; and
 - (iii) No less than thirty (30) business days to file an administrative appeal.
- (f) Navitus shall respond to the MAC list challenge to an administrative appeal within thirty (30) business days after receipt of the challenge.
- (g) If a challenge to MAC list is made to an administrative appeal, Navitus shall within thirty (30) business days after receipt of the challenge either:
 - (i) If the appeal is upheld:
 - (1) Make the change in the maximum allowable cost list payment to at least the pharmacy acquisition cost;
 - (2) Permit the challenging pharmacy or pharmacist to reverse and rebill the claim i question;



- (3) Provide the National Drug Code that the increase or change is based on to the pharmacy or pharmacist; and
 - (4) Make the change effective for each similarly situated pharmacy as defined by the payor subject to the Maximum Allowable Cost List;
- (ii) If the appeal is denied, provide the challenging pharmacy or pharmacist the National Drug Code and the name of the national or regional pharmaceutical wholesalers operating in Arkansas that have the drug currently in stock at a price below the maximum allowable cost as listed on the Maximum Allowable Cost List; or
- (iii) If the National Drug Code provided by the pharmacy benefits manager is not available below the pharmacy acquisition cost from the pharmaceutical wholesaler from whom the pharmacy or pharmacist purchases the majority of prescription drugs for resale, then the pharmacy benefits manager shall adjust the maximum allowable cost as listed on the Maximum Allowable Cost List above the challenging pharmacy's pharmacy acquisition cost and permit the pharmacy to reverse and rebill each claim affected by the inability to procure the drug at a cost that is equal to or less than the previously challenged maximum allowable cost.
- (h) Navitus shall not reimburse Participating Pharmacy or pharmacist in Arkansas an amount less than the amount that Navitus reimburses a Navitus affiliate for providing the same pharmacist services. The amount shall be calculated on a per unit basis based on the same generic product identifier or generic code number.
- (i) Participating Pharmacy or pharmacist may decline to provide the Covered Pharmacy Services to a Member or Navitus if, as a result of a Maximum Allowable Cost List, a Participating Pharmacy or pharmacist is to be paid less than the pharmacy acquisition cost of the Participating Pharmacy providing pharmacist services.
- (j) This Section 8 does not apply to a Maximum Allowable Cost List maintained by the Arkansas Medicaid Program or the Employee Benefits Division.
- (k) This Section 8 shall apply to the pharmacy benefits manager employed by the Arkansas Medicaid Program or the division if, at any time, the Arkansas Medicaid Program or the division engages the services of a pharmacy benefits manager to maintain a Maximum Allowable Cost List.

11. Arkansas Audit Bill of Rights. Pursuant to the Arkansas Pharmacy Audit Bill of Rights (A.C.A. § 17-92-1201(b)) and notwithstanding any other law, when an audit of the records of Participating Pharmacy is conducted by a Navitus, the audit shall be conducted in accordance with the following bill of rights:

- (a) For the initial on-site audit, Navitus shall give Participating Pharmacy notice at least one (1) week before conducting the initial on-site audit for each audit cycle;
- (b) Any audit that involves clinical or professional judgment shall be conducted by or in consultation with a pharmacist;
- (c) Any clerical or recordkeeping error, such as a typographical error, scrivener's error, or computer error, regarding a required document or record shall not in and of itself constitute fraud. However,



such a claim may be subject to recoupment and is not subject to criminal penalties without proof of intent to commit fraud;

- (d) Participating Pharmacy may use the records of a hospital, physician, or other authorized Prescriber of the healing arts for drugs or medicinal supplies written or transmitted by any means of communication for purposes of validating the pharmacy record with respect to orders or refills of a legend or narcotic drug;
- (e) A finding of an overpayment or underpayment may be a projection based on the number of patients served having a similar diagnosis or on the number of similar orders or refills for similar drugs. However, recoupment of such foregoing claims shall be based on the actual overpayment unless the projection for overpayment or underpayment is part of a settlement by the pharmacy;
- (f)
 - (i) Where an audit is for a specifically identified problem that has been disclosed to Participating Pharmacy, the audit shall be limited to claims that are identified by prescription number.
 - (ii) For an audit other than described in subdivision 6(f)(i) of this section, an audit shall be limited to twenty-five (25) prescriptions that have been randomly selected.
 - (iii) If an audit reveals the necessity for a review of additional claims, the audit shall be conducted on site.
 - (iv) Except for audits initiated under subdivision 6(f)(i) of this section, Navitus shall not initiate an audit of Participating Pharmacy more than two (2) times in a calendar year.
- (g) A recoupment shall not be based on:
 - (i) Documentation requirements in addition to or exceeding requirements for creating or maintaining documentation prescribed by the Arkansas State Board of Pharmacy; or
 - (ii) A requirement that Participating Pharmacy or pharmacist perform a professional duty in addition to or exceeding professional duties prescribed by the Arkansas State Board of Pharmacy.
 - (iii) This applies only to audits of claims submitted for payment on or after January 1, 2012.
 - (iv) Subdivisions 6(g)(i) and (ii) of this section do not apply in cases of United States Food and Drug Administration regulation or drug manufacturer safety programs;
- (h) Recoupment shall only occur following the correction of a claim and shall be limited to amounts paid in excess of amounts payable under the corrected claim;
- (i) Except for Medicare claims, approval of drug, prescriber, or patient eligibility upon adjudication of a claim shall not be reversed unless Participating Pharmacy or pharmacist obtained the adjudication by fraud or misrepresentation of claim elements;
- (j) Each Participating Pharmacy shall be audited under the same standards and parameters as other similarly situated pharmacies audited by the entity;
- (k) Participating Pharmacy shall be allowed at least thirty (30) days following receipt of the preliminary audit report in which to produce documentation to address any discrepancy found during an audit;
- (l) The period covered by an audit shall not exceed twenty-four (24) months from the date the claim was submitted to or adjudicated by Navitus;



- (m) Unless otherwise consented to by Participating Pharmacy, an audit shall not be initiated or scheduled during the first seven (7) calendar days of any month due to the high volume of prescriptions filled during that time;
- (n) The preliminary audit report shall be delivered to Participating Pharmacy within one hundred twenty (120) days after conclusion of the audit. A final audit report shall be delivered to Participating Pharmacy within six (6) months after receipt of the preliminary audit report or the final appeal, whichever is later; and
- (o) Notwithstanding any other provision in this subsection, the agency conducting the audit shall not use the accounting practice of extrapolation in calculating recoupments or penalties for audits.

12. Recoupments. Pursuant to A.C.A. § 17-92-1201(c), recoupments of any disputed funds shall only occur after final internal disposition of the audit, including the appeals process as set forth below.

13. Appeals of Audits. Pursuant to A.C.A. § 17-92-1201(d), Navitus shall establish an appeals process under which Participating Pharmacy may appeal an unfavorable preliminary audit report to the entity. If, following the appeal, Navitus finds that an unfavorable audit report or any portion of the unfavorable audit report is unsubstantiated, Navitus shall dismiss the audit report or the unsubstantiated portion of the audit report without any further proceedings.

14. Final Audit Report. Navitus shall provide a copy of the final audit report to Payor after completion of any review process.

15. Audit Charge.

- (a) The full amount of any recoupment on an audit shall be refunded to the responsible party.
- (b) Except as provided in subdivision 10(c) of this section, a charge or assessment for an audit shall not be based, directly or indirectly, on amounts recouped.
- (c) Subdivision 10(b) of this section does not prevent Navitus from charging or assessing the responsible party, directly or indirectly, based on amounts recouped if both the following conditions are met:
 - (i) The responsible party and Navitus have a contract that explicitly states the percentage charge or assessment to the responsible party; and
 - (ii) A commission or other payment to an agent or employee of Navitus is not based, directly or indirectly on amounts recouped.

16. Fraud. The Arkansas Pharmacy Audit Bill of Rights requirements under A.C.A. § 17-92-1201 and as set forth in this Addendum do not apply to any audit, review, or investigation that involves alleged fraud, willful misrepresentation, or abuse, including without limitation:

- (a) Medicaid fraud as defined in A.C.A. § 5-55-111;
- (b) Abuse or fraud as defined in A.C.A. § 20-77-1702; or
- (c) Insurance fraud.

This Addendum constitutes the entire and complete understanding between the parties regarding the subject matter hereof and supersedes all previous discussions, representations, proposals, offers, counteroffers, and writings between the parties that may have occurred before entering into this Addendum.



In the event that any statute referenced herein is amended, superseded, or otherwise modified by legislative or regulatory action of the State of Arkansas, such modified or successor statute shall govern and control to the fullest extent permitted by law.

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NAVITUS HEALTH SOLUTIONS, LLC
ARKANSAS STATE ADDENDUM TO PARTICIPATING PHARMACY AGREEMENT



COLORADO STATE ADDENDUM TO THE PARTICIPATING PHARMACY AGREEMENT

Navitus and Participating Pharmacy have executed a Participating Pharmacy Agreement (the “Agreement”) pursuant the Participating Pharmacy Agreement (collectively the “Agreement”) to which Participating Pharmacy agreed to dispense outpatient prescriptions and drug products and to provide pharmaceutical services to Members. All definitions used in this Addendum, which are not otherwise defined, have the meanings assigned to them in the Agreement. Both parties desire for the Agreement and the services provided thereunder to comply with all applicable Laws and regulations of the State of Colorado to the extent that Participating Pharmacy provides Covered Pharmacy Services to Members of Payors licensed under Colorado Law. This Addendum is intended to clarify the parties’ responsibilities and provide firm compliance under the Laws of the State of Colorado.

Now therefore, Navitus and Participating Pharmacy agree as follows:

1. **Effectiveness of Addendum.** If any provision of this Addendum conflicts with the terms or definitions of the Agreement, the terms of this Addendum will control with respect to Payors subject to Colorado Law or regulation. To the extent that Participating Pharmacy provides Covered Pharmacy Services to Members of Payors licensed under Colorado Law, Participating Pharmacy agrees to comply with any requirements for participation as a Participating Pharmacy in Colorado as required by applicable Law. The terms of this Addendum will apply solely with regard to Covered Pharmacy Services provided to Members of Payors licensed as a health carrier under Colorado Law and will not be deemed to amend the terms of the Agreement for Payors licensed in other states as a health carrier or for Covered Pharmacy Services not otherwise under the jurisdiction of the State of Colorado, which may be covered by the requirements of other states. In the event of a conflict between the terms set forth in this Addendum and the terms set forth in the Agreement, this Addendum shall control for Covered Pharmacy Services.
2. **Retroactive Reduction of Claims.** Pursuant to Colorado Revised Statutes Annotated (C.R.S.A.) § 10-16-122.3, once Navitus receives a clean claim submitted by Participating Pharmacy, Navitus cannot retroactively decrease payment on the claim post-sale, except through an audit conducted under C.R.S.A. § 10-16-122.5. However, Navitus can retroactively increase payment pursuant to a written agreement between Navitus and Participating Pharmacy or for rectifying clerical errors. Participating Pharmacy shall conduct annual audits on Navitus to monitor and verify adherence with the foregoing requirements of this Section 2.
3. **MAC Pricing.** Pursuant to C.S.R.A. § 10-16-122.6 (1), Participating Pharmacy shall have the right to request the right to obtain, within ten (10) days after the request, a current list of sources used in determining Maximum Allowable Cost pricing. Navitus will update pricing information at least every seven (7) days and



provide a method for Participating Pharmacies to promptly review pricing updates. Participating Provider is mandated to conduct annual audits on Navitus to verify adherence to this addendum.

4. MAC Appeals. Pursuant to C.R.S.A § 10-16-122.6 (3), Navitus will provide a process to appeal, investigate, and resolve disputes regarding Maximum Allowable Cost pricing, which includes:
 - a. A twenty-one-day (21) limit on the right to appeal following the initial claim;
 - b. A requirement that the appeal be investigated and resolved within twenty-one (21) days after the appeal;
 - c. A telephone number at which the Participating Pharmacy may contact Navitus to speak to a person responsible for processing appeals;
 - d. A requirement that Navitus provide a reason for any appeal denial and the identification of the national drug code of a drug that may be purchased by the Participating Pharmacy at a price at or below the benchmark price as determined by Navitus; and
 - e. A requirement that Navitus make an adjustment to a date no later than one (1) day after the date of determination. This requirement does not prohibit Navitus from retroactively adjusting a claim for the appealing pharmacy or for another similarly situated pharmacy.

5. 340B. The Agreement shall not, under any circumstances, (i) restrict or limit the dispensing of 340B drugs to any eligible entities or their contract pharmacies; (ii) restrict or limit access for a member based solely on the member's 340B status; or (iii) impose any restriction or limitation on a member related to the member's participation in the 340B program.

6. Specialty Pharmacy Payor Network Restriction. Where applicable to a Specialty Pharmacy Addendum to the Agreement, Participating Pharmacy expressly acknowledges and agrees that Navitus shall have sole and absolute discretion to restrict, limit, or exclude Participating Pharmacy's participation, including any of its Specialty Pharmacy Locations and/or pharmacy affiliations, in any Specialty Pharmacy Network, whether on a Payor-by-Payor basis or otherwise. Such restrictions may include, but are not limited to, limitations based on state, geographical region, specific pharmacy location, NCPDP number, or any other criteria as determined by Navitus or Payor in their sole discretion, subject only to applicable Law. For avoidance of doubt, Navitus has no obligation whatsoever to include any particular Participating Pharmacy Location in any state or geographical region, regardless of Participating Pharmacy's existing locations or operations, nor any obligation to include any NCPDP affiliations of Participating Pharmacy in any network. Navitus reserves the right to exclude and restrict the participation of Participating Pharmacy Locations as described in this Section 6 of this Addendum. If Participating Pharmacy does not have Specialty Pharmacy Addendum this section is not applicable.



This Addendum constitutes the entire and complete understanding between the parties regarding the subject matter hereof and supersede all previous discussions, representations, proposals, offers, counteroffers, and writings between the parties that may have occurred before entering into this Addendum.

In the event that any statute referenced herein is amended, superseded, or otherwise modified by legislative or regulatory action by the State of Colorado, such modified or successor statute shall govern and control to the fullest extent permitted by law.



FLORIDA STATE ADDENDUM TO THE NAVITUS PARTICIPATING PHARMACY AGREEMENT

This Florida Addendum (“Addendum”) applies to the extent that Participating Pharmacy dispenses outpatient prescriptions and drug products and provides pharmaceutical services to Members of a pharmacy benefits plan or program subject to Florida law. All definitions used in this Addendum, which are not otherwise defined, have the meanings assigned to them in the Participating Pharmacy Agreement (“Agreement”), which Navitus and Participating Pharmacy previously executed. Both parties desire for the Agreement and the services provided thereunder to comply with all applicable Laws and regulations. This Addendum is intended to clarify the parties’ responsibilities under the Laws of the State of Florida.

Now therefore, Navitus and Participating Pharmacy agree as follows:

1. Effectiveness of Addendum. If any provision of this Addendum conflicts with the terms or definitions of the Agreement, the terms of this Addendum will control with respect to Payors subject to Florida Law or regulation. To the extent that Participating Pharmacy provides Covered Pharmacy Services to Members of Payors licensed under Florida Law, Participating Pharmacy agrees to comply with any requirements for participation as a Participating Pharmacy in Florida as required by applicable Law. The terms of this Addendum will apply solely with regard to Covered Pharmacy Services provided to Members of Payors licensed as a health carrier under Florida Law and will not be deemed to amend the terms of the Agreement for Payors licensed in other states as a health carrier or for Covered Pharmacy Services not otherwise under the jurisdiction of the State of Florida, which may be covered by the requirements of other states. In the event of a conflict between the terms set forth in this Addendum and the terms set forth in the Agreement this Addendum shall control for Covered Pharmacy Services.

2. Definitions. The following state-specific definitions shall apply for purposes of this Addendum only (The NCPDP state code for the State of Florida is “57”):

- a. “Brand Name or Generic Effective Rate” means the contractual rate set forth by a pharmacy benefit manager for the reimbursement of covered brand name or generic drugs, calculated using the total payments in the aggregate, by drug type, during the performance period. The effective rates are typically calculated as a discount from industry benchmarks, such as average wholesale price or wholesale acquisition cost.
- b. “Incentive Payment(s)” means a retrospective monetary payment made as a reward or recognition by the pharmacy benefits plan or program or pharmacy benefit manager to a pharmacy for meeting or exceeding predefined pharmacy performance metrics as related to quality measures, such as Healthcare Effectiveness Data and Information Set measures.
- c. “Maximum Allowable Cost Appeal Pricing Adjustment” means a retrospective positive payment adjustment made to a pharmacy by the pharmacy benefits plan or program or by the pharmacy benefit manager pursuant to an approved maximum allowable cost appeal request submitted by the same pharmacy to dispute the amount reimbursed for a drug based on the pharmacy benefit manager’s listed maximum allowable cost price.
- d. “Network Reconciliation Offsets” means a process during annual payment reconciliation between a pharmacy benefit manager and a pharmacy which allows the pharmacy benefit manager to

offset an amount for overperformance or underperformance of contractual guarantees across guaranteed line items, channels, networks, or payors, as applicable.

- e. “Dispensing Fee” means a fee intended to cover reasonable costs associated with providing the drug to a covered person. This cost includes the pharmacist’s services and the overhead associated with maintaining the facility and equipment necessary to operate the pharmacy.
- f. “Maximum Allowable Cost” or “MAC” means the per-unit amount that Navitus reimburses a pharmacy for a prescription drug, excluding dispensing fees, prior to the application of copayments, coinsurance, and other cost-sharing charges, if any.

3. Services. The following state specific provision shall apply for purposes of this Addendum only:

- a. Upon Participating Pharmacy request, Navitus will provide a list of pharmacy benefits plans or programs in which the Participating Pharmacy is a part of the network. Updates to the list will be communicated to the Participating Pharmacy within 7 days. Navitus will not restrict the Participating Pharmacy or pharmacist from disclosing this information to the public.
- b. Participating Pharmacy shall have no right to dispense quantities of Covered Products to Members in excess of Days Supply as limited by the applicable Plan Specifications or an executed applicable network addendum to this Agreement, except as permitted by applicable Law. Unless otherwise prohibited by Law, nothing in this Addendum is intended, or shall be construed, to prohibit a Participating Pharmacy or pharmacist from (a) offering mail or delivery services on an opt-in bases at the sole discretion of the Member; (b) mailing or delivering a Prescription Drug to a Member upon the Member’s request; or (c) charging a shipping or handling fee to a Member requesting a Prescription Drug be mailed or delivered if the Participating Pharmacy or pharmacist discloses to the Member before the mailing or delivery the amount of the fee that will be charged and that the fee may not be reimbursable under the Member’s Plan Specifications.

4. Payment. The following state-specific provisions shall apply for purposes of this Addendum only:

- a. Navitus will not charge, withhold, or recoup direct or indirect remuneration fees, dispensing fees, brand name or generic effective rate adjustments through reconciliation, or any other monetary charge, withholding, or recoupments as related to discounts, multiple Network Reconciliation Offsets, adjudication transaction fees, and any other instance when a fee may be recouped from a pharmacy. The foregoing sentence does not or shall not apply to: (a) any Incentive Payments provided by Navitus to a Participating Pharmacy for meeting or exceeding predefined quality measures, such as Healthcare Effectiveness Data and Information Set measures; recoupment due to an erroneous claim, fraud, waste, or abuse; a claim adjudicated in error; a Maximum Allowable Cost Appeal Pricing Adjustment; or an adjustment made as part of a pharmacy audit pursuant to Florida Law; or (b) any recoupment that is returned to Florida for programs in Chapter 409 or the state group insurance program in § 110.123 of Florida Statutes Annotated.
- b. At the time of adjudication for electronic claims or the time of reimbursement for nonelectronic claims, Navitus shall provide the Participating Pharmacy with a remittance, including such detailed information as is necessary for the Participating Pharmacy or pharmacist to identify the reimbursement schedule for the specific network applicable to the claim and which is the basis used by Navitus to calculate the amount of reimbursement paid. This information must include, but is not limited to, the applicable network reimbursement ID or plan ID as defined in the most

current version of the NCPDP Telecommunication Standard Implementation Guide, or its nationally recognized successor industry guide.

- c. Navitus shall communicate to Participating Pharmacy any basis of reimbursement information in accordance with the NCPDP Telecommunication Standard Implementation Guide, or its nationally recognized successor industry guide, when performing reconciliation for any effective rate guarantee, and that such basis of reimbursement information communicated is accurate, corresponds with the applicable network rate, and may be relied upon by the pharmacy.

5. Appeals. The following state-specific provisions shall apply for purposes of this Addendum only:

- a. MAC Pricing Appeals. For disputes regarding MAC pricing under this Agreement the following applies:
 - (1) Navitus will provide a reasonable administrative appeal procedure to allow a Participating Pharmacy or pharmacist to challenge the maximum allowable cost pricing information and the reimbursement made under the maximum allowable cost as defined in § 627.64741 of Florida Statutes Annotated for a specific drug as being below the acquisition cost available to the challenging Participating Pharmacy or pharmacist.
 - (2) The administrative appeal procedure will include a telephone number and e-mail address, or a website, for the purpose of submitting the administrative appeal. The appeal may be submitted by the Participating Pharmacy or its agent directly to Navitus or through a pharmacy service administration organization. Participating Pharmacy or pharmacist has at least 30 business days after a MAC update or after an adjudication for an electronic claim or reimbursement for a nonelectronic claim to file the administrative appeal.
 - (3) Navitus will respond to the administrative appeal within 30 business days after receipt of the appeal.
 - (4) If the appeal is upheld, Navitus will: (i) update the maximum allowable cost pricing information to at least the acquisition cost available to the pharmacy; (ii) permit the pharmacy or pharmacist to reverse and rebill the claim in question; (iii) provide to the pharmacy or pharmacist the national drug code on which the increase or change is based; and (iv) make the increase or change effective for each similarly situated pharmacy or pharmacist who is subject to the applicable maximum allowable cost pricing information.
 - (5) If the appeal is denied, Navitus will provide to Participating Pharmacy or pharmacist the national drug code and the name of the national or regional pharmaceutical wholesalers operating in this state which have the drug currently in stock at a price below the maximum allowable cost pricing information.
 - (6) Every 90 days, Navitus will report to the Florida Office of Insurance Regulation the total number of appeals received and denied in the preceding 90-day period, with an explanation or reason for each denial, for each specific drug for which an appeal was submitted pursuant to this paragraph.

6. This Addendum constitutes the entire and complete understanding between the parties regarding the subject matter hereof and supersedes all previous discussions, representations, proposals, offers, counteroffers, and writings between the parties that may have occurred before entering into this Addendum.
7. In the event that any statute referenced herein is amended, superseded, or otherwise modified by legislative or regulatory action of the State of Florida, such modified or successor statute shall govern and control to the fullest extent permitted by law.

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KENTUCKY STATE ADDENDUM TO THE NAVITUS PARTICIPATING PHARMACY AGREEMENT

This Kentucky Addendum ("Addendum") applies to the extent that Participating Pharmacy dispenses outpatient prescriptions and drug products and provides pharmaceutical services to Members. All definitions used in this Addendum, which are not otherwise defined, have the meanings assigned to them in the Participating Pharmacy Agreement ("Agreement"), which Navitus and Participating Pharmacy previously executed. Both parties desire for the Agreement and the services provided thereunder to comply with all applicable Laws and regulations. This Addendum is intended to clarify the parties' responsibilities under the Laws of the State of Kentucky.

Now therefore, Navitus and Participating Pharmacy agree as follows:

1. Effectiveness of Addendum. If any provision of this Addendum conflicts with the terms or definitions of the Agreement, the terms of this Addendum will control with respect to Payors subject to Kentucky Law or regulation. To the extent that Participating Pharmacy provides Covered Pharmacy Services to Members of Payors licensed under Kentucky Law, Participating Pharmacy agrees to comply with any requirements for participation as a Participating Pharmacy in Kentucky as required by applicable Law. The terms of this Addendum will apply solely with regard to Covered Pharmacy Services provided to Members of Payors licensed as a health carrier under Kentucky Law and will not be deemed to amend the terms of the Agreement for Payors licensed in other states as a health carrier or for Covered Pharmacy Services not otherwise under the jurisdiction of the State of Kentucky, which may be covered by the requirements of other states. In the event of a conflict between the terms set forth in this Addendum and the terms set forth in the Agreement this Addendum shall control for Covered Pharmacy Services.

2. Pursuant to Kentucky Revised Statutes Annotated ("KRS") § 304.17A-595, to the extent permitted under federal law, Navitus shall be prohibited from:

- (a) reducing payment for Covered Pharmacy Services, directly or indirectly, under a reconciliation process to an effective rate of reimbursement. This prohibition shall include, without limitation, creating, imposing, or establishing direct or indirect remuneration fees, generic effective rates, dispensing effective rates, brand effective rates, any other effective rates, in-network fees, performance fees, point-of-sale fees, retroactive fees, pre-adjudication fees, post-adjudication fees, and any other mechanism that reduces, or aggregately reduces, payment for Covered Pharmacy Services;
- (b) retroactively denying, reducing reimbursement for, or seeking any refunds or recoupments for a claim for Covered Pharmacy Services, in whole or in part, from the Participating Pharmacy after returning a paid claim response as part of the adjudication of the claim, including claims for the cost of a medication or dispensed product and claims for Covered Pharmacy Services that are deemed ineligible for coverage, unless one (1) or more of the following occurred:
 - (i) The original claim was submitted fraudulently; or
 - (ii) The Participating Pharmacy received an actual overpayment;
- (c) Reimbursing the Participating Pharmacy for a prescription drug or other service at a net amount that is lower than the amount the insurer, pharmacy benefit manager, or other administrator reimburses itself or a pharmacy affiliate for the same:

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NAVITUS HEALTH SOLUTIONS, LLC
KENTUCKY STATE ADDENDUM TO PARTICIPATING PHARMACY AGREEMENT

- (i) Prescription drug by national drug code number; or
- (ii) Service;

(d) Collecting cost sharing from a Participating Pharmacy that was provided to the Participating Pharmacy by an insured for the provision of Covered Pharmacy Services under the health plan; and

(e) Designating a prescription drug as a specialty drug unless the drug is a limited distribution drug that:

- (i) Requires special handling; and
- (ii) Is not commonly carried at retail pharmacies or oncology clinics or practices; and

3. Notwithstanding any other law, provide the following minimum reimbursements to the Participating Pharmacy for each prescription drug or other service provided by the Participating Pharmacy:

- (a) Except as provided in subdivision b. of this subparagraph, reimbursement for the cost of the drug or other service at an amount that is not less than:
 - (i) The national average drug acquisition cost for the drug or service at the time the drug or service is administered, dispensed, or provided; or
 - (ii) If the national average drug acquisition cost is not available at the time a drug is administered or dispensed, the wholesale acquisition cost for the drug at the time the drug is administered or dispensed.
- (b) The minimum reimbursement for the cost of a drug or other service required under this subparagraph shall not apply to a pharmacy permitted under KRS Chapter 315 with a designated pharmacy type of "retail chain" on file with the Kentucky Board of Pharmacy, or a pharmacist practicing at such a pharmacy, until a determination by the commissioner under subparagraph 2.a. of this paragraph has taken effect.
- (c) For purposes of complying with this subparagraph, the insurer, pharmacy benefit manager, or other administrator shall utilize the most recently published monthly national average drug acquisition cost as a point of reference for the ingredient drug product component of a pharmacy's or pharmacist's reimbursement for drugs appearing on the national average drug acquisition cost list; and
- (d) Except as provided in subdivision b. of this subparagraph, for health plan years beginning on or after January 1, 2027, reimbursement for a professional dispensing fee that is not less than the average cost to dispense a prescription drug in an ambulatory pharmacy located in Kentucky, as determined by the commissioner in an administrative regulation promulgated in accordance with KRS Chapter 13A.
 - (i) The minimum dispensing fee required under subdivision a. of this subparagraph shall not apply to a mail-order pharmaceutical distributor, including a mail-order pharmacy.
 - (ii) For health plan years beginning prior to January 1, 2027, and for any future health plan years for which a determination by the commissioner under subdivision a. of this subparagraph has not taken effect, the minimum dispensing fee for a pharmacy permitted under KRS Chapter 315 with a designated pharmacy type of "retail

independent" on file with the Kentucky Board of Pharmacy, or a pharmacist practicing at such a pharmacy, shall be not less than ten dollars and sixty-four cents (\$10.64).

4. To the extent permitted under federal law and except as provided in KRS § 304.17A-595, pursuant to KRS § 304.17A-597 to the extent Navitus provides Covered Pharmacy Services, Navitus shall not:

- (a) Require or incentivize an insured to use a mail-order pharmaceutical distributor, including a mail-order pharmacy.
- (b) Conduct prohibited under this subparagraph includes but is not limited to imposing any cost-sharing requirement, fee, drug supply limitation, or other condition relating to Covered Pharmacy Services received from a retail pharmacy that is greater, or more restrictive, than what would otherwise be imposed if the insured used a mail-order pharmaceutical distributor, including a mail-order pharmacy;
- (c) Prohibit a Participating Pharmacy from, or impose a penalty on a Participating Pharmacy for, the following:
 - (i) Selling a lower cost alternative to an insured, if one is available; or
 - (ii) Providing information to an insured under subsection (2) of this section;
- (d) Discriminate against any pharmacy or pharmacist that is:
 - (i) Located within the geographic coverage area of the health plan; and
 - (ii) Willing to agree to, or accept, reasonable terms and conditions established for participation in the insurer's, pharmacy benefit manager's, other administrator's, or health plan's network;
- (e) Impose limits, including quantity limits or refill frequency limits, on an insured's access to medication from a pharmacy that are more restrictive than those existing for a pharmacy affiliate;
- (f) Require or incentivize an insured to receive Covered Pharmacy Services from a pharmacy affiliate.
- (g) Conduct prohibited under this subparagraph includes but is not limited to:
 - (i) Requiring or incentivizing an insured to obtain a specialty drug from a pharmacy affiliate;
 - (ii) Charging less cost sharing to insureds that use pharmacy affiliates than what is charged to insureds that use nonaffiliated pharmacies; and
 - (iii) Providing any incentives for insureds that use pharmacy affiliates that are not provided for insureds that use nonaffiliated pharmacies
 - (iv) The requirements under this subparagraph (g) shall not be construed to prohibit:
 - (1) Communications to insureds regarding networks and prices if the communication is accurate and includes information about all eligible nonaffiliated pharmacies; or
 - (2) Requiring an insured to utilize a network that may include pharmacy affiliates in order to receive coverage under the plan, or providing financial incentives for utilizing that network, if the insurer, pharmacy benefit manager, or other administrator complies with this section and Section 2 of this Act; or

- (h) Interfere with an insured's right to choose the insured's network pharmacy of choice. b. For purposes of this subparagraph, interfering includes inducing, steering, offering financial or other incentives, and imposing a penalty, including but not limited to:
- (i) Promoting one (1) participating pharmacy over another;
 - (ii) Offering a monetary advantage;
 - (iii) Charging higher cost sharing; and
 - (iv) Reducing an insured's allowable reimbursement for Covered Pharmacy Services.

5. Pursuant to KRS § 304.17A-597 and to the extent Navitus provides Covered Pharmacy Services, Navitus shall:

- (a) Provide equal access and incentives to all pharmacies within the insurer's, pharmacy benefit manager's, other administrator's, or health plan's network; and
- (b) Offer all pharmacies located in the health plan's geographic coverage area eligibility to participate in the insurer's, pharmacy benefit manager's, other administrator's, or health plan's network under identical reimbursement terms for the provision of Covered Pharmacy Services; and

6. A pharmacist shall have the right to provide a Member information regarding lower cost alternatives to assist in making informed decisions.

7. Participating Pharmacy may not, under any circumstance, including nonpayment of moneys due Participating Pharmacy by Plan Sponsor and/or Navitus, insolvency of Plan Sponsor, Navitus, or breach of the Agreement, bill charge, collect a deposit, seek compensation, remuneration, or reimbursement from, or have any recourse against Members, or any persons acting on their behalf, for services provided in accordance with the Agreement. This provision shall not prohibit collection of deductible amounts, copayment amounts, coinsurance amounts, and amounts for services that are not covered. This provision shall survive the termination of the Agreement. (See KRS §§ 304.17A-254(2); 304.17A-527(1)(a), (c); 304.17A-310(5); 304.17C-060(1)(a), (b); 806 KAR 17:300 (Section 3); 806 KAR 17:440 (Section 3))

8. In the event the Agreement is terminated for any reason, other than a quality-of-care issue or fraud, Participating Pharmacy shall continue to provide services and Navitus shall continue to reimburse Participating Pharmacy in accordance with the Agreement until the Member is discharged from an inpatient facility, or the active course of treatment is completed, whichever is greater. In the case of a pregnant woman, Participating Pharmacy shall continue to provide services through the end of the post-partum period if the pregnant woman is in her fourth or later month of pregnancy at the time the Agreement terminates. This provision shall survive termination of the agreement. (See KRS § 304.17A-527(1)(b)-(c); 806 KAR 17:300 (Section 3))

9. In the event of the insolvency of Plan Sponsor or Navitus, Participating Pharmacy shall continue providing Covered Drugs to Members for the duration of the contract period for which premiums have been paid or until the date of discharge from an inpatient facility, whichever is longer. (See KRS § 304.17A-310(6))

10. Upon written request, Navitus shall provide or make available to Participating Pharmacy, when contracting or renewing an existing contract with Participating Pharmacy, the payment or fee schedules or other information sufficient to enable Participating Pharmacy to determine the manner and amount of payments for Participating Pharmacy's services under the Agreement prior to the final execution or renewal

of the contract and shall provide Participating Pharmacy any change in such payment or fee schedules at least 90 days prior to the effective date of the change. (See KRS §§ 304.17A-254(7); 304.17A-527(1)(d); 304.17A-577; 806 KAR 17:300 (Section 3))

11. If Participating Pharmacy enters into any subcontract agreement with another provider to provide Covered Drugs to Members where the subcontracted provider will bill Navitus or Members directly for the subcontracted services, the subcontract agreement must meet all requirements of Title XXV, Chapter 304, Subtitle 17A of the Kentucky Insurance Code and be filed with the Kentucky Commissioner of Insurance. (See KRS §§ 304.17A-527(1)(e); 304.17C-060(1)(c); 806 KAR 17:300 (Section 3); 806 KAR 17:440 (Section 3))

12. The reimbursement rate identified in the Participating Pharmacy Agreement shall apply to all Covered Pharmacy Services rendered by Participating Pharmacy to all Plan Sponsors' Members. (See KRS § 304.17A-728; 806 KAR 17:300 (Section 3))

13. Navitus and Participating Pharmacy shall comply with See KRS §§ 304.17A-700 to 304.17A-730, 205.593, 304.14-135, and 304.99-123 regarding payment of claims. (See KRS § 304.17A-726)

14. To the extent the Agreement requires Participating Pharmacy to submit claims electronically, payment shall be made electronically, if requested by Participating Pharmacy, for clean claims submitted electronically in the form required by Navitus and/or Plan Sponsor if Participating Pharmacy agrees to accept claims details for these payments electronically and provides accurate electronic funds transfer information to Navitus and the claims comply with 45 CFR Part 142. (See KRS § 304.17A-705)

15. Any audit of Participating Pharmacy's records under this Agreement, except for audits conducted on behalf of a state agency pursuant to KRS Chapter 205 or audits resulting from allegations of fraud, willful misrepresentation, or abuse, shall comply with Chapter 304, Subtitle 17A of KRS §§ 304.17A-741 and 304.17A-743. (See KRS §§ 304.17A-740; 304.17A-745; 304.17A-747)

16. The sources used by Navitus to calculate the drug product reimbursement paid for covered drugs available under pharmacy health benefit plans administered by Navitus are identified in the Agreement, including the pharmacy manual. (See KRS. § 304.17A-162(1)(a))

17. The following shall apply with respect to Navitus MAC Lists:

- (a) The national drug pricing compendia and/or sources used to obtain drug price data utilized by Navitus in establishing maximum allowable cost pricing are identified on the Navitus MAC Lists
- (b) Participating Pharmacy locations in Kentucky subject to Navitus MAC Lists may appeal a maximum allowable cost for a specific drug or drugs on Navitus MAC Lists as follows:
 - (i) Participating Pharmacy must initiate the appeal within 60 days following the initial claim through the MRx web address, detailing the challenge to the Navitus maximum allowable cost, and submitting supporting information and/or documentation.
 - (ii) Navitus will investigate and resolve the appeal within 10 days.

- (c) If the appeal is denied, Navitus will provide the reason for the denial and identify the NDC of a drug product that may be purchased by pharmacies at a price at or below the maximum allowable cost.
- (d) If the appeal is upheld, Navitus will make the change in the maximum allowable cost and Participating Pharmacy can then reverse and rebill the claim in question. (See KRS § 304.017A-162)
- (e) This Section 17 applies only with respect to MAC Lists owned and/or controlled by Navitus.

18. This Addendum constitutes the entire and complete understanding between the parties regarding the subject matter hereof and supersedes all previous discussions, representations, proposals, offers, counteroffers, and writings between the parties that may have occurred before entering into this Addendum.

19. In the event that any statute referenced herein is amended, superseded, or otherwise modified by legislative or regulatory action of the State of Kentucky, such modified or successor statute shall govern and control to the fullest extent permitted by law.



LOUISIANA STATE ADDENDUM TO THE NAVITUS PARTICIPATING PHARMACY AGREEMENT

Background: Navitus and Participating Pharmacy have mutually executed a Participating Pharmacy Agreement (the “Agreement”) pursuant to which Participating Pharmacy agreed to dispense outpatient prescriptions and drug products and to provide pharmaceutical services to Members. This Louisiana Addendum (“Addendum”) applies to the extent that Participating Pharmacy dispenses outpatient prescriptions and drug products and provides pharmaceutical services to Members of a Payor subject to Louisiana law. All definitions used in this Addendum, which are not otherwise defined, have the meanings assigned to them in the Agreement. Both parties desire for the Agreement and the services provided thereunder to comply with all applicable Laws and regulations. This Addendum is intended to clarify the parties’ responsibilities under the Laws of the State of Louisiana.

Now therefore, Navitus and Participating Pharmacy agree as follows:

1. Effectiveness of Addendum. If any provision of this Addendum conflicts with the terms or definitions of the Agreement, the terms of this Addendum will control with respect to Payors subject to Louisiana Law or regulation. To the extent that Participating Pharmacy provides Covered Pharmacy Services to Members of Payors licensed under Louisiana Law, Participating Pharmacy agrees to comply with any requirements for participation as a Participating Pharmacy in Louisiana as required by applicable Law. The terms of this Addendum will apply solely with regard to Covered Pharmacy Services provided to Members of Payors licensed as a health carrier under Louisiana Law and will not be deemed to amend the terms of the Agreement for Payors licensed in other states as a health carrier or for Covered Pharmacy Services not otherwise under the jurisdiction of the State of Louisiana, which may be covered by the requirements of other states. In the event of a conflict between the terms set forth in this Addendum and the terms set forth in the Agreement, this Addendum shall control for Covered Pharmacy Services.

2. 340B. The following is applicable to 340B entities:

- a 340B entities will be reimbursed at the same rates as non-340B entities. Reimbursement rates for 340B entities shall not be lower than the rates for non-340B entities.
- b 340B entities will not be charged any fees, chargebacks, or adjustments unless those same fees, chargebacks, or adjustments are also applied equally to non-340B entities.
- c 340B entities will not be excluded from their provider network based on criteria that are not also applied equally to non-340B entities.
- d 340B entities will not be required to include any special modifiers on claims to identify 340B drugs. Claim requirements shall be the same for 340B and non-340B entities.

3. Communications. This Agreement shall not be construed to interfere with the ability of Participating Pharmacy to communicate with an enrollee of a managed care plan regarding his or her health care, including but not limited to communications regarding treatment options and medical alternatives, or other coverage arrangements, provided that Participating Pharmacy may not solicit for alternative coverage arrangements for the primary purpose of securing financial gain.

4. Governing Law. The Agreement shall be construed and enforced in accordance with the Laws of the State of Louisiana, without regard to conflict of Law principles.

5. Unless otherwise prohibited by Law, the parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term "electronic copy of a signed contract" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document format.

6. This Addendum constitutes the entire and complete understanding between the parties regarding the subject matter hereof and supersedes all previous discussions, representations, proposals, offers, counteroffers, and writings between the parties that may have occurred before entering into this Addendum.

7. In the event that any statute referenced herein is amended, superseded, or otherwise modified by legislative or regulatory action of the State of Louisiana, such modified or successor statute shall govern and control to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum intending to be bound as of the Effective Date of the Addendum as evidenced by signature below or by policy if signature of Participating Pharmacy is not received by Navitus prior to the Effective Date of the Addendum.

Effective Date:

This Addendum shall take effect on 1/1/2025



MAINE STATE ADDENDUM TO THE NAVITUS PARTICIPATING PHARMACY AGREEMENT

Navitus and Participating Pharmacy have mutually executed a Participating Pharmacy Agreement (the "Agreement") pursuant to which Participating Pharmacy agreed to dispense outpatient prescriptions and drug products and to provide pharmaceutical services to Members. All definitions used in this Addendum, which are not otherwise defined, have the meanings assigned to them in the Agreement. Both parties desire for the Agreement and the services provided thereunder to comply with all applicable Laws and regulations. This Addendum is intended to clarify the parties' responsibilities under the Laws of the State of Maine.

Now therefore, Navitus and Participating Pharmacy agree as follows:

1. Effectiveness of Addendum. If any provision of this Addendum conflicts with the terms or definitions of the Agreement, the terms of this Addendum will control with respect to Payors subject to Maine Law or regulation. To the extent that Participating Pharmacy provides Covered Pharmacy Services to Members of Payors licensed under Maine Law, Participating Pharmacy agrees to comply with any requirements for participation as a Participating Pharmacy in Maine as required by applicable Law. The terms of this Addendum will apply solely with regard to Covered Pharmacy Services provided to Members of Payors licensed as a health carrier under Maine Law and will not be deemed to amend the terms of the Agreement for Payors licensed in other states as a health carrier or for Covered Pharmacy Services not otherwise under the jurisdiction of the State of Maine, which may be covered by the requirements of other states. In the event of a conflict between the terms set forth in this Addendum and the terms set forth in the Agreement, this Addendum shall control for Covered Pharmacy Services.

2. Definitions. The following state-specific definition shall apply for purposes of this Addendum only (The NCPDP state code for the State of Maine is "ME"):

- a. "Clean Claim" means a claim that has no defect or impropriety, including any lack of any required substantiating documentation, or particular circumstance requiring special treatment that prevents timely payment from being made on the claim.

3. The following state-specific provisions shall apply for purposes of this Addendum only:

- a. Plan Requirements. Pursuant to the Maine Revised Statutes 24-A § 4303, Navitus and the Participating Pharmacy mutually agree to waive the requirement of 60-days' notice for amendments to provider agreements, including this Agreement, manuals, policies, and procedure documents. Participating Pharmacy shall receive notice of changes to the Agreement as described in section 11.05 of the Agreement.
- b. Termination. Pursuant to Maine Revised Statutes 24-A § 4303, section 12.02(a) of the Agreement between Navitus and the Participating Pharmacy is amended to permit either party to terminate the agreement within 60 days' after notice of a material breach. In accordance with Maine Revised Statutes 24-A § 4303, section 12.02(b) of the Agreement between Navitus and the Participating Pharmacy is amended to permit immediate termination of the Agreement only upon the following occurrences:

- a. Imminent harm to patient care;
 - b. A final determination of fraud by a governmental agency; or
 - c. A final disciplinary action by a state licensing board or other governmental agency that impairs the ability of a provider to practice.
- c. Payment of Claims. Pursuant to Maine Revised Statutes 24-A § 4317, payment with respect to all Clean Claims submitted by a Participating Pharmacy that is not a mail-order pharmacy or under contract to a long-term care facility shall be issued, mailed or otherwise transmitted within 21 calendar days for claims electronically submitted or within 30 calendar days for claims submitted by other means.

This Addendum constitutes the entire and complete understanding between the parties regarding the subject matter hereof and supersedes all previous discussions, representations, proposals, offers, counteroffers, and writings between the parties that may have occurred before entering into this Addendum.

In the event that any statute referenced herein is amended, superseded, or otherwise modified by legislative or regulatory action of the State of Maine, such modified or successor statute shall govern and control to the fullest extent permitted by law.



MISSISSIPPI STATE ADDENDUM TO THE NAVITUS PARTICIPATING PHARMACY AGREEMENT

Background: Navitus and Participating Pharmacy have mutually executed a Participating Pharmacy Agreement (the “Agreement”) pursuant to which Participating Pharmacy agreed to dispense outpatient prescriptions and drug products and to provide pharmaceutical services to Members. This Mississippi Addendum (“Addendum”) applies to the extent that Participating Pharmacy dispenses outpatient prescriptions and drug products and provides pharmaceutical services to Members of a Payor subject to Mississippi law. All definitions used in this Addendum, which are not otherwise defined, have the meanings assigned to them in the Agreement. Both parties desire for the Agreement and the services provided thereunder to comply with all applicable Laws and regulations. This Addendum is intended to clarify the parties’ responsibilities under the Laws of the State of Mississippi.

Now therefore, Navitus and Participating Pharmacy agree as follows:

1. Effectiveness of Addendum. If any provision of this Addendum conflicts with the terms or definitions of the Agreement, the terms of this Addendum will control with respect to Payors subject to Mississippi Law or regulation. To the extent that Participating Pharmacy provides Covered Pharmacy Services to Members of Payors licensed under Mississippi Law, Participating Pharmacy agrees to comply with any requirements for participation as a Participating Pharmacy in Mississippi as required by applicable Law. The terms of this Addendum will apply solely with regard to Covered Pharmacy Services provided to Members of Payors licensed as a health carrier under Mississippi Law and will not be deemed to amend the terms of the Agreement for Payors licensed in other states as a health carrier or for Covered Pharmacy Services not otherwise under the jurisdiction of the State of Mississippi, which may be covered by the requirements of other states. In the event of a conflict between the terms set forth in this Addendum and the terms set forth in the Agreement, this Addendum shall control for Covered Pharmacy Services.

2. Definitions. The following state-specific definitions shall apply for purposes of this Addendum only (The NCPDP state code for the State of Mississippi is “”):

- a. Pursuant to 19 Miss. Admin. Code. R. 3-14.03, “Health Carrier” means an entity subject to the insurance laws and regulations of this state, or subject to the jurisdiction of the Commissioner, that contracts or offers to contract, or enters into an agreement to provide, deliver, arrange for, pay for, or reimburse any of the costs of health care services, including a sickness and accident insurance company, a third party administrator, a health maintenance organization, a nonprofit hospital, health service corporation, or any other entity providing a plan of health insurance, health benefits, or health services.

3. 340B. The Agreement shall not, under any circumstances, interfere with the patient's choice as it pertains to 340B. Additionally, it shall not require auditing of 340b claims beyond the normal course of business, nor shall it mandate resubmission or clarification of 340b claims except as required in the normal course of business. Additionally, the following is applicable to 340B entities:

- a 340B entities will be reimbursed at the same rates as non-340B entities. Reimbursement rates for 340B entities shall not be lower than the rates for non-340B entities.

b 340B entities will not be charged any fees, chargebacks, or adjustments unless those same fees, chargebacks, or adjustments are also applied equally to non-340B entities.

c 340B entities will not be excluded from their provider network based on criteria that are not also applied equally to non-340B entities.

d 340B entities will not be required to include any special modifiers on claims to identify 340B drugs. Claim requirements shall be the same for 340B and non-340B entities.

4. Hold Harmless. Pursuant to 19 Miss. Admin. Code. R. 3-14.06, Participating Pharmacy agrees that in no event, including but not limited to nonpayment by the Health Carrier, or intermediary, insolvency of the Health Carrier or intermediary, or breach of this agreement, shall the Participating Pharmacy bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against a covered person or a person (other than the Health Carrier or intermediary) acting on behalf of the covered person for services provided pursuant to this Agreement. This Agreement does not prohibit the provider from collecting coinsurance, deductibles or copayments, as specifically provided in the evidence of coverage, or fees for uncovered services delivered on a fee-for-service basis to covered persons. Nor does this Agreement prohibit a Participating Pharmacy (except for a health care professional who is employed full-time on the staff of a Health Carrier and has agreed to provide services exclusively to that Health Carrier's covered persons and no others) and a covered person from agreeing to continue services solely at the expense of the covered person, as long as the provider has clearly informed the covered person that the Health Carrier may not cover or continue to cover a specific service or services. Except as provided herein, this Agreement does not prohibit the provider from pursuing any available legal remedy.

5. Cessation of Operations. Pursuant to 19 Miss. Admin. Code. R. 3-14.06, in the event of insolvency or cessation of operations by Participating Pharmacy or Navitus, covered services for covered persons shall continue for the duration of the premium paid on their behalf or until the covered person's discharge from an inpatient facility (where applicable), whichever period is longer.

6. Termination. Within five (5) business days of the date that Participating Pharmacy either gives or receives notice of termination with or without cause, Participating Pharmacy shall supply Navitus with a list of those customers of Participating Pharmacy that are covered by a plan administered by Navitus.

7. Assignment and Delegation. The rights and responsibilities under this Agreement shall not be assigned or delegated by Participating Pharmacy without the prior written consent of Navitus.

8. Governing Law. The Agreement shall be construed and enforced in accordance with the Laws of the State of Mississippi, without regard to conflict of Law principles.

9. Unless otherwise prohibited by Law, the parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term "electronic copy of a signed contract" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document format.

10. This Addendum constitutes the entire and complete understanding between the parties regarding the subject matter hereof and supersedes all previous discussions, representations, proposals, offers, counteroffers, and writings between the parties that may have occurred before entering into this Addendum.

11. In the event that any statute referenced herein is amended, superseded, or otherwise modified by legislative or regulatory action of the State of Mississippi, such modified or successor statute shall govern and control to the fullest extent permitted by law.



NEBRASKA STATE ADDENDUM TO THE NAVITUS PARTICIPATING PHARMACY AGREEMENT

Navitus and Participating Pharmacy have mutually executed a Participating Pharmacy Agreement (the "Agreement") pursuant to which Participating Pharmacy agreed to dispense outpatient prescriptions and drug products and to provide pharmaceutical services to Members. All definitions used in this Addendum, which are not otherwise defined, have the meanings assigned to them in the Agreement. Both parties desire for the Agreement and the services provided thereunder to comply with all applicable Laws and regulations. This Addendum is intended to clarify the parties' responsibilities under the Laws of the State of Nebraska.

Now therefore, Navitus and Participating Pharmacy agree as follows:

1. Effectiveness of Addendum. If any provision of this Addendum conflicts with the terms or definitions of the Agreement, the terms of this Addendum will control with respect to Payors subject to Nebraska Law or regulation. To the extent that Participating Pharmacy provides Covered Pharmacy Services to Members of Payors licensed under Nebraska Law, Participating Pharmacy agrees to comply with any requirements for participation as a Participating Pharmacy in Nebraska as required by applicable Law. The terms of this Addendum will apply solely with regard to Covered Pharmacy Services provided to Members of Payors licensed as a health carrier under Nebraska Law and will not be deemed to amend the terms of the Agreement for Payors licensed in other states as a health carrier or for Covered Pharmacy Services not otherwise under the jurisdiction of the State of Nebraska, which may be covered by the requirements of other states. In the event of a conflict between the terms set forth in this Addendum and the terms set forth in the Agreement, this Addendum shall control for Covered Pharmacy Services.

2. Participating Contract. Pursuant to § 44-4606 of the Nebraska Revised Statute, § 2.09 and § 4.01:

a The Agreement between Navitus and the Participating Pharmacy is amended to not limit or penalize pharmacies or pharmacists from sharing health care information deemed relevant. This includes details such as treatment options, risks, alternatives, availability of therapies, consultations, tests, decisions made by utilization reviewers, authorization processes for services, and information on financial incentives and structures used by health insurers.

b Navitus shall not prohibit a pharmacy or pharmacist from discussing information regarding the total cost for a pharmacist service for a prescription drug or from selling a more affordable alternative to the covered person if a more affordable alternative is available.

c Navitus shall not or restrict limit disclosure of information to the director, law enforcement or a state or federal government official provided that the recipient of the information represents that such recipient has the authority, to the extent provided by state or federal law, to maintain proprietary information as confidential; and Prior to disclosure of information designated as confidential, the pharmacist or pharmacy marks as confidential any document in which the information appears; or Requests confidential treatment for any oral communication of the information.

3. MAC Pricing. Pursuant to § 44-4608 of the Nebraska Revised Statute, the Agreement between Navitus and Participating Pharmacy now includes a process to appeal, investigate and resolve disputes regarding maximum allowable cost price. The process shall include:

- a. fifteen-business-day (15) limit on the right to appeal following submission of an initial claim by a pharmacy;
- b. A requirement that any appeal be investigated and resolved within seven (7) business days after the appeal is received by Navitus; and
- c. A requirement that Navitus provide a reason for any denial of an appeal and identify the national drug code for the drug that may be purchased by the pharmacy at a price at or below the price on the maximum allowable cost price list as determined by the pharmacy benefit manager.
- d. If an appeal is determined to be valid by Navitus, then Navitus shall:
 - i. Make an adjustment in the drug price no later than one day after the appeal is resolved; and
 - ii. Permit the appealing pharmacy to reverse and rebill the claim in question, using the date of the original claim.

4. 340B. The following is applicable to 340B entities:

- a. 340B entities will be reimbursed at the same rates as non-340B entities. Reimbursement rates for 340B entities shall not be lower than the rates for non-340B entities.
- b. 340B entities will not be charged any fees, chargebacks, or adjustments unless those same fees, chargebacks, or adjustments are also applied equally to non-340B entities.
- c. 340B entities will not be excluded from their provider network based on criteria that are not also applied equally to non-340B entities.
- d. 340B entities will not be required to include any special modifiers on claims to identify 340B drugs. Claim requirements shall be the same for 340B and non-340B entities.

5. Pharmacy Communications Rights and Protections (GAG Clause). Pursuant to § 44-4606 of the Nebraska Revised Statute the following is added to the Agreement:

- a. The Pharmacy/Pharmacist may freely communicate and without penalty with covered persons regarding:
 - i. Treatment options, risks, and alternatives
 - ii. Available therapies, consultations, or tests
 - iii. Coverage decisions and their reasoning
 - iv. Service authorization processes
 - v. Financial incentives or structures used by the health carrier
- b. The Pharmacy/Pharmacist may discuss total prescription drug costs with patients, offer more affordable alternatives when available. Nothing in the Agreement will be construed to prohibit either discussions from taking place.
- c. The Pharmacy/Pharmacist may disclose information to authorized officials, provided:

- i The receiving official has legal authority to maintain confidentiality
- ii Confidential documents are clearly marked as such
- iii Confidential oral communications are identified before disclosure

d Pharmacy Benefit Manager shall not terminate contracts or penalize pharmacies for disclosing PBM practices (except verified trade secrets or breaching agreed upon non-disclosure provisions) or from sharing contract portions with officials for compliance verification.

e Covered persons shall pay the lesser of their plan's cost-sharing amount, or the actual cost of the covered prescription drug. In no case shall patients be required to pay more than these amounts.

Unless otherwise prohibited by Law, the parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term "electronic copy of a signed contract" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document format.

This Addendum constitutes the entire and complete understanding between the parties regarding the subject matter hereof and supersedes all previous discussions, representations, proposals, offers, counteroffers, and writings between the parties that may have occurred before entering into this Addendum.

In the event that any statute referenced herein is amended, superseded, or otherwise modified by legislative or regulatory action by the State of Nebraska, such modified or successor statute shall govern and control to the fullest extent permitted by law.



SOUTH CAROLINA STATE ADDENDUM TO THE NAVITUS PARTICIPATING PHARMACY AGREEMENT

This South Carolina Addendum ("Addendum") applies to the extent that Participating Pharmacy dispenses outpatient prescriptions and drug products and provides pharmaceutical services to Members. All definitions used in this Addendum, which are not otherwise defined, have the meanings assigned to them in the Participating Pharmacy Agreement ("Agreement"), which Navitus and Participating Pharmacy previously executed. Both parties desire for the Agreement and the services provided thereunder to comply with all applicable Laws and regulations. This Addendum is intended to clarify the parties' responsibilities under the Laws of the State of South Carolina.

Now therefore, Navitus and Participating Pharmacy agree as follows:

1. Effectiveness of Addendum. If any provision of this Addendum conflicts with the terms or definitions of the Agreement, the terms of this Addendum will control with respect to Payors subject to South Carolina Law or regulation. To the extent that Participating Pharmacy provides Covered Pharmacy Services to Members of Payors licensed under South Carolina Law, Participating Pharmacy agrees to comply with any requirements for participation as a Participating Pharmacy in South Carolina as required by applicable Law. The terms of this Addendum will apply solely with regard to Covered Pharmacy Services provided to Members of Payors licensed as a health carrier under South Carolina Law and will not be deemed to amend the terms of the Agreement for Payors licensed in other states as a health carrier or for Covered Pharmacy Services not otherwise under the jurisdiction of the State of South Carolina, which may be covered by the requirements of other states. In the event of a conflict between the terms set forth in this Addendum and the terms set forth in the Agreement this Addendum shall control for Covered Pharmacy Services.
2. Definitions.
 - a. "Audit" as used in this addendum is defined pursuant to § 38-71-1810 of the South Carolina Code of State Regulations Annotated as an evaluation, investigation, or review of claims paid to a pharmacy that takes place at the pharmacy location and does not include review of claims or claims payments that an insurer conducts as a normal course of business. Nothing in this definition limits the review of claims or claims payments through an electronic or algorithmic system designed to reduce fraud, waste, or abuse, provided that recoupments may not be calculated based on extrapolation pursuant to Section 38-71-1810(21).
3. Pharmacy Right to External Appeals. Pursuant to Section 69-77 of the South Carolina Code of State Regulations Annotated, Participating Pharmacy has the right to an external appeal once a pharmacy has exhausted Navitus internal appeal process.
 - a. Participating Pharmacy has the right to an external review of denials by Navitus of internal appeals of provider reimbursement and appeals of recoupments arising out of pharmacy audits.

- b. The Director or his designee may delegate the review and resolution of a pharmacy's appeal under this paragraph to an independent review organization (IRO), and any decision by the IRO shall have the same force and effect as a decision by the Director.
- c. A contracted pharmacy that receives a provider's reimbursement for a drug subject to maximum allowable cost pricing that is less than the net amount that the network provider paid to the suppliers of the drug shall have the right, after denial of an internal appeal, to appeal the decision of the PBM to the Director for an external review.
- d. Any pharmacy that believes recoupment amounts arising out of a PBM's final audit report were calculated in violation of the Code shall have the right to appeal the recoupment to the Director or his designee for an external review.

4. Requests for External Review.

- a. An appeal must:
 - i. Be submitted electronically on a form made available by the Department on its website within 60 calendar days of the pharmacy's receipt of the PBM's final determination resolving the pharmacy's initial appeal or within 30 calendar days of the pharmacy's receipt of the PBM's final audit report; unless a different timeframe is approved in writing pursuant to subsection (2) of this regulation.
 - ii. Contain a summary of:
 - The grounds of the appeal to the Director;
 - The relief requested by the pharmacy; and
 - The basis on which the pharmacy believes it is due the relief.
 - iii. Include a copy of the written decision rendered by the PBM;
 - iv. Contain a copy of the invoice(s) showing the pharmacy's purchase price for the drug or medical product or device at issue, if applicable;
 - v. Contain a list of all discounts, price concessions, rebates or other reductions, excluding cash discounts, that were, or should have been, reported to the PBM including supporting documentation for each discount, price concession, rebate or other reduction, if applicable;
 - vi. Contain a certification by the applicant that all information submitted is true and accurate to the best of the applicant's knowledge; and
 - vii. Provide any other documentation or information requested by the director or his designee regarding the pharmacy's appeal.
- b. A pharmacy is not entitled to an external review of an appeal denial until the pharmacy has exhausted the PBM's internal appeal process.

- c. Within 7 business days from the date a request for an external review is filed or the date all information requested by the Director or his designee has been received, the Director or his designee shall:
 - i. Assign an independent review organization from the list of approved independent review organizations compiled and maintained pursuant to Section E of this regulation to conduct an external review, and send the documents and any information considered in making the adverse determination to the independent review organization; or
 - ii. Inform the pharmacy in writing that the request does not meet the criteria for external review pursuant to this regulation and include the reason for nonacceptance.
- d. Within 7 business days after the independent review organization's receipt from the Director or his designee of the request for external review, the independent review organization shall determine whether all the information, certifications, and forms required to process the external review have been provided. The independent review organization shall immediately notify the pharmacy provider and/or Pharmacy Benefits Manager in writing if additional information is required.
- e. If the request for an external review is not:
 - i. complete, the independent review organization shall inform the pharmacy provider what information or materials are needed to make the request complete; or
 - ii. accepted for external review, the independent review organization shall inform the pharmacy and the PBM in writing of the reasons for its nonacceptance.
- f. If a request for external review is accepted for external review, the independent review organization shall notify the PBM and the pharmacy.
- g. Upon receipt of the request for external review, the independent review organization shall render a decision within 30 days unless a written extension is granted by the Director or his designee.

5. External Review Findings

- a. If the independent review organization determines the pharmacy benefits manager reimbursed a pharmacy or pharmacist in an amount inconsistent with the provisions of this Regulation and Section 38-71-2230 *et seq.*, of the Code of Laws of South Carolina, the pharmacy benefit manager must
 - i. Promptly make the change in the reimbursement rate effective as of the date the external review is resolved;
 - ii. Permit the appealing pharmacy or pharmacist to reverse and rebill the claim in question;
 - iii. Reimburse the pharmacy the amount of the filing fee; and
 - iv. Promptly make the change effective for each similarly situated pharmacy as defined by the payor subject to the Maximum Allowable Cost List effective as of the date the external review is resolved.

- b. If the independent review organization determines the recoupments of any funds disputed on the basis of an audit were calculated in violation of 38-71-1810 et seq, then the pharmacy benefit manager must promptly refund any amounts due to the responsible party as contractually agreed upon by the parties in the audit and the PBM must reimburse the pharmacy the amount of the filing fee.
 - c. An external review decision is binding on the pharmacy benefit manager and the appealing pharmacy or pharmacist. An appealing pharmacy or pharmacist may not file a subsequent request for an external review involving the same type of prescription drug unless there is an update to the reimbursement metric that would change the circumstances of the pharmacy's or pharmacist's reimbursement.
 - d. The pharmacy benefits manager must pay for all costs related to the external review except for the initial filing fee if not reimbursable by the PBM under subsections (C)(1) or (2) of this regulation.
 - e. The filing fee associated with a pharmacist's request for an external review is to be retained by the department for administration of Chapter 71. This filing fee shall be set by the department and published on its website.
 - f. If the Director determines the pharmacy or pharmacist has abused the external review process, he may require the pharmacy or pharmacist to pay for costs related to the external review.
6. The external review procedure shall be available to Participating Pharmacy following a denied internal appeal and a denied recoupment. Participating Pharmacy has the right to contact the South Carolina Department of Insurance director or his designee for assistance at 803-734-0398 or at PBMExtReview@doi.sc.gov or at the mailing address of PO Box 100105, Columbia, SC 29202-3105.

6. Pharmacy Audits. Pursuant to § 38-71-1810 of the South Carolina Code of State Regulations Annotated, Participating Pharmacy has a right to the following:

- a. not have an audit initiated or scheduled during the first five days of any month without the express consent of the pharmacy, which shall cooperate with the auditor to establish an alternate date if the audit would fall within the excluded days, and no audit may be performed during a state of emergency declared by the Governor that applies to the pharmacy location unless the state of emergency extends beyond ninety days or is agreed to by the pharmacy location;
- b. have an audit that involves clinical judgment be conducted with a pharmacist who is licensed and employed by or working under contract with the auditing entity;
- c. not have clerical or recordkeeping errors, including typographical errors, scrivener's errors, and computer errors, on a required document or record considered fraudulent in the absence of any other evidence or serve as the sole basis of rejection of a claim; however, the provisions of this item do not prohibit recoupment of fraudulent payments;

- d. have the auditing entity to provide the pharmacy, upon request, all records related to the audit in an electronic format or contained in digital media;
- e. have at least thirty days to respond to an audit notice and to submit records requested by the auditing entity related to the audit in electronic format or by certified mail. If a pharmacy requests an extension during this thirty-day period, it must be granted an additional thirty days to respond. The auditing entity must confirm receipt of all materials and documentation provided by the pharmacy to the auditing entity;
- f. have the properly documented records of a hospital or of a person authorized to prescribe controlled substances for the purpose of providing medical or pharmaceutical care for their patients transmitted by any means of communication approved by the auditing entity in order to validate a pharmacy record with respect to a prescription or refill for a controlled substance or narcotic drug pursuant to federal and state regulations;
- g. have a projection of an overpayment or underpayment based on either the number of patients served with a similar diagnosis or the number of similar prescription orders or refills for similar drugs; however, the provisions of this item do not prohibit recoupments of actual overpayments unless the projection for overpayment or underpayment is part of a settlement by the pharmacy;
- h. prior to the initiation of an audit, if the audit is conducted for an identified problem, have the audit limited to claims that are identified by prescription number or by range of prescription numbers;
- i. if an audit is conducted for a reason other than described in item (h), have the audit limited to one hundred selected prescriptions per pharmacy benefits manager;
- j. if an audit reveals the necessity for a review of additional claims, the audit may be conducted on-site;
- k. except for audits initiated for the reason described in items (h) or (j), be subject to no more than one audit in one calendar year, unless fraud or misrepresentation is reasonably suspected;
- l. be free of recoupments based on either of the following subitems unless defined within the billing, submission, or audit requirements set forth in the pharmacy provider manual not inconsistent with current State Board of Pharmacy Regulations, except for cases of Food and Drug Administration regulation or drug manufacturer safety programs in accordance with federal or state regulations:
 - i. documentation requirements in addition to, or exceeding requirements for, creating or maintaining documentation prescribed by the State Board of Pharmacy;
 - ii. a requirement that a pharmacy or pharmacist perform a professional duty in addition to, or exceeding, professional duties prescribed by the State Board of Pharmacy unless otherwise agreed to by contract with the auditing entity;
- m. be subject, so long as a claim is made within the contractual claim submission time period, to recoupment only following the correction of a claim and to have recoupment limited to amounts paid in excess of amounts payable under the corrected claim unless a prescription error occurs. For purposes of this subsection, a prescription error includes, but is not limited to, wrong drug, wrong strength, wrong dose, or wrong patient;
- n. be subject to reversals of approval, except for Medicare claims, for drug, prescriber, or patient eligibility upon adjudication of a claim only in cases in which the pharmacy obtained the adjudication by fraud or misrepresentation of claim elements;
- o. be audited under the same standards and parameters as other similarly situated pharmacies audited by the same entity;

- p. have at least thirty days following receipt of the preliminary audit report to produce documentation to address any discrepancy found during an audit;
 - q. have the option of providing documentation in electronic format or by certified mail;
 - r. have the period covered by an audit limited to twenty-four months from the date a claim was submitted to, or adjudicated by, a managed care organization, an insurer, a third-party payor, or an entity that represents responsible parties, unless a longer period is permitted by or under federal law;
 - s. have the preliminary audit report delivered to the pharmacy within one hundred twenty days after conclusion of the audit;
 - t. have a final audit report delivered to the pharmacy within ninety days after the end of the appeals period;
 - u. not have the accounting practice of extrapolation used in calculating recoupments or penalties for audits, unless otherwise required by federal requirements or federal plans; and
 - v. have the right to an external review pursuant to § 38-71-2240 of the South Carolina Code of State Regulations Annotated for any denied appeals of recoupment if the pharmacy believes the recoupment amounts were calculated in violation of these provisions.
7. This Addendum constitutes the entire and complete understanding between the parties regarding the subject matter hereof and supersedes all previous discussions, representations, proposals, offers, counteroffers, and writings between the parties that may have occurred before entering into this Addendum.
 8. In the event that any statute referenced herein is amended, superseded, or otherwise modified by legislative or regulatory action of the State of South Carolina, such modified or successor statute shall govern and control to the fullest extent permitted by law.



TENNESSEE STATE ADDENDUM TO THE NAVITUS PARTICIPATING PHARMACY AGREEMENT

Navitus and Participating Pharmacy have mutually executed a Participating Pharmacy Agreement (the "Agreement") pursuant to which Participating Pharmacy agreed to dispense outpatient prescriptions and drug products and to provide pharmaceutical services to Members. All definitions used in this Addendum, which are not otherwise defined, have the meanings assigned to them in the Agreement. Both parties desire for the Agreement and the services provided thereunder to comply with all applicable Laws and regulations. This Addendum is intended to clarify the parties' responsibilities under the Laws of the State of Tennessee.

Now therefore, Navitus and Participating Pharmacy agree as follows:

1. Effectiveness of Addendum. If any provision of this Addendum conflicts with the terms or definitions of the Agreement, the terms of this Addendum will control with respect to Payors subject to Tennessee Law or regulation. To the extent that Participating Pharmacy provides Covered Pharmacy Services to Members of Payors licensed under Tennessee Law, Participating Pharmacy agrees to comply with any requirements for participation as a Participating Pharmacy in Tennessee as required by applicable Law. The terms of this Addendum will apply solely with regard to Covered Pharmacy Services provided to Members of Payors licensed as a health carrier under Tennessee Law and will not be deemed to amend the terms of the Agreement for Payors licensed in other states as a health carrier or for Covered Pharmacy Services not otherwise under the jurisdiction of the State of Tennessee, which may be covered by the requirements of other states. In the event of a conflict between the terms set forth in this Addendum and the terms set forth in the Agreement, this Addendum shall control for Covered Pharmacy Services.
2. Prohibited Terms or Conditions in the Contract. In accordance with § 56-7-3116 of Tennessee Code Annotated, no language in the Navitus Participating Pharmacy Agreement or this Addendum shall be construed to require a pharmacy or pharmacist to dispense a drug or other product to a patient contrary to a pharmacist's professional judgment.
3. Mutual Agreement. In accordance with § 56-7-3118 of Tennessee Code Annotated, Navitus and Participating Pharmacy have mutually executed a Participating Pharmacy Agreement outlining the terms and conditions for the provision of pharmacy services.
4. Utilization of any pharmacy in state. In accordance with § 56-7-3121 of Tennessee Code Annotated, no language in the Navitus Credentialing Application, Participating Pharmacy Agreement, or this Addendum shall be construed as prohibiting a pharmacy from participation in a Navitus network within Tennessee if the Tennessee and federally licensed pharmacy is willing to accept the terms and conditions established for a network.
5. Disclosure of Reimbursement. In accordance with § 56-7-3203 of Tennessee Code Annotated, Navitus shall not in any way restrict any pharmacy from disclosing to the member or their representative the actual reimbursement for a particular prescription or covered service. Participating Pharmacy may disclose the actual reimbursement either orally or in writing on any document to the member.
6. Low Volume Certification. In accordance with Tenn. Comp. R. & Regs. 0780-01-95-.10(1)(b) and § 56-7-3206 of Tennessee Code Annotated, Participating Pharmacy agrees to provide annual low-volume certification to Navitus for receipt of the enhanced dispensing fee for the following calendar year. The

certification must contain a statement that the information submitted is true and accurate to the best of the knowledge of the individual filing and include proof of Participating Pharmacy's actual prescription volume. Certifications that do not include both of the above requirements are not considered complete, and Navitus is not obligated to pay the enhanced dispensing fee until receipt of the completed certification. Navitus agrees to comply with the additional provisions for certification in accordance with Tenn. Comp. R. & Regs. 0780-01-95-.10(3) and (4).

7. 340B. The following is applicable to 340B entities:

- a 340B entities will be reimbursed at the same rates as non-340B entities. Reimbursement rates for 340B entities shall not be lower than the rates for non-340B entities.
- b 340B entities will not be charged any fees, chargebacks, or adjustments unless those same fees, chargebacks, or adjustments are also applied equally to non-340B entities.
- c 340B entities will not be excluded from their provider network based on criteria that are not also applied equally to non-340B entities.
- d 340B entities will not be required to include any special modifiers on claims to identify 340B drugs. Claim requirements shall be the same for 340B and non-340B entities.

Unless otherwise prohibited by Law, the parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term "electronic copy of a signed contract" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document format.

This Addendum constitutes the entire and complete understanding between the parties regarding the subject matter hereof and supersedes all previous discussions, representations, proposals, offers, counteroffers, and writings between the parties that may have occurred before entering into this Addendum.

In the event that any statute referenced herein is amended, superseded, or otherwise modified by legislative or regulatory action by the State of Tennessee, such modified or successor statute shall govern and control to the fullest extent permitted by law.



VERMONT STATE ADDENDUM TO THE NAVITUS PARTICIPATING PHARMACY AGREEMENT

Navitus and Participating Pharmacy have mutually executed a Participating Pharmacy Agreement (the "Agreement") pursuant to which Participating Pharmacy agreed to dispense outpatient prescriptions and drug products and to provide pharmaceutical services to Members. All definitions used in this Addendum, which are not otherwise defined, have the meanings assigned to them in the Agreement. Both parties desire for the Agreement and the services provided thereunder to comply with all applicable Laws and regulations. This Addendum is intended to clarify the parties' responsibilities under the Laws of the State of Vermont.

Now therefore, Navitus and Participating Pharmacy agree as follows:

1. Effectiveness of Addendum. If any provision of this Addendum conflicts with the terms or definitions of the Agreement, the terms of this Addendum will control with respect to Payors subject to Vermont Law or regulation. To the extent that Participating Pharmacy provides Covered Pharmacy Services to Members of Payors licensed under Vermont Law, Participating Pharmacy agrees to comply with any requirements for participation as a Participating Pharmacy in Vermont as required by applicable Law. The terms of this Addendum will apply solely with regard to Covered Pharmacy Services provided to Members of Payors licensed as a health carrier under Vermont Law and will not be deemed to amend the terms of the Agreement for Payors licensed in other states as a health carrier or for Covered Pharmacy Services not otherwise under the jurisdiction of the State of Vermont, which may be covered by the requirements of other states. In the event of a conflict between the terms set forth in this Addendum and the terms set forth in the Agreement, this Addendum shall control for Covered Pharmacy Services.

2. Pharmacy Communication Rights and Protections. Pursuant to § 9473, section 2.09 and section 4.01 of the Vermont Statutes Annotated (V.S.A.), the Agreement between Navitus and the Participating Pharmacy is amended to not limit or penalize pharmacies or pharmacists from sharing health care information deemed relevant. This includes details such as treatment options, risks, alternatives, availability of therapies, consultations, tests, decisions made by utilization reviewers, authorization processes for services, and information on financial incentives and structures used by health insurers.

3. Mutual Agreement. Pursuant to § 56-7-3118 of the VSA, Navitus and Participating Pharmacy have mutually executed a Participating Pharmacy Agreement outlining the terms and conditions for the provision of pharmacy services.

4. Pharmacy Manual Updates. Navitus shall use policies or manuals to augment the content of the contract with a health care provider. Navitus shall ensure that those policies or manuals contain sufficient information to allow providers to understand and comply with the content. For any new policy or manual, Navitus shall provide notice of the new policy, manual or change to each participating provider in writing not fewer than sixty (60) days prior to effective date of the policy or change where applicable.

5. 340B. The following is applicable to 340B entities:

- a 340B entities will be reimbursed at the same rates as non-340B entities. Reimbursement rates for 340B entities shall not be lower than the rates for non-340B entities.

b 340B entities will not be charged any fees, chargebacks, or adjustments unless those same fees, chargebacks, or adjustments are also applied equally to non-340B entities.

c 340B entities will not be excluded from their provider network based on criteria that are not also applied equally to non-340B entities.

d 340B entities will not be required to include any special modifiers on claims to identify 340B drugs. Claim requirements shall be the same for 340B and non-340B entities.

Unless otherwise prohibited by Law, the parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term "electronic copy of a signed contract" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document format.

This Addendum constitutes the entire and complete understanding between the parties regarding the subject matter hereof and supersedes all previous discussions, representations, proposals, offers, counteroffers, and writings between the parties that may have occurred before entering into this Addendum.

In the event that any statute referenced herein is amended, superseded, or otherwise modified by legislative or regulatory action of the State of Vermont, such modified or successor statute shall govern and control to the fullest extent permitted by law.



WEST VIRGINIA STATE ADDENDUM TO THE NAVITUS PARTICIPATING PHARMACY AGREEMENT

This West Virginia State Addendum to the Navitus Participating Pharmacy Agreement ("Addendum") applies to the extent that Participating Pharmacy dispenses outpatient prescriptions and drug products and provides pharmaceutical services to Members of a Payor subject to West Virginia law. All definitions used in this Addendum, which are not otherwise defined, have the meanings assigned to them in the Agreement. Both parties desire for the Agreement and the services provided thereunder to comply with all applicable Laws and regulations. This Addendum is intended to clarify the parties' responsibilities under the Laws of the State of West Virginia.

Now therefore, Navitus and Participating Pharmacy agree as follows:

1. Effectiveness of Addendum. If any provision of this Addendum conflicts with the terms or definitions of the Agreement, the terms of this Addendum will control with respect to Payors subject to West Virginia Law or regulation. To the extent that Participating Pharmacy provides Covered Pharmacy Services to Members of Payors licensed under West Virginia Law, Participating Pharmacy agrees to comply with any requirements for participation as a Participating Pharmacy in West Virginia as required by applicable Law. The terms of this Addendum will apply solely with regard to Covered Pharmacy Services provided to Members of Payors licensed as a health carrier under West Virginia Law and will not be deemed to amend the terms of the Agreement for Payors licensed in other states as a health carrier or for Covered Pharmacy Services not otherwise under the jurisdiction of the State of West Virginia, which may be covered by the requirements of other states. In the event of a conflict between the terms set forth in this Addendum and the terms set forth in the Agreement, this Addendum shall control for Covered Pharmacy Services.

2. Freedom of Consumer Choice for Pharmacy. Pursuant to the West Virginia Code § 33-51-11, Navitus shall, 60 days prior to the effective date of any pharmacy network, send notice to all pharmacies in the service area and offer them the opportunity to participate.

3. Pharmacy Manual Updates. Navitus shall use policies or manuals to augment the content of the contract with a health care provider. Navitus shall ensure that those policies or manuals contain sufficient information to allow providers to understand and comply with the content. For any new policy or manual, Navitus shall provide notice of the new policy, manual or change to each participating provider in writing not fewer than thirty (30) days prior to effective date of the policy or change where applicable.

4. 340B. The following is applicable to 340B entities:

a 340B entities will be reimbursed at the same rates as non-340B entities. Reimbursement rates for 340B entities shall not be lower than the rates for non-340B entities.

b 340B entities will not be charged any fees, chargebacks, or adjustments unless those same fees, chargebacks, or adjustments are also applied equally to non-340B entities.

c 340B entities will not be excluded from their provider network based on criteria that are not also applied equally to non-340B entities.

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NAVITUS HEALTH SOLUTIONS, LLC
West Virginia ADDENDUM TO PARTICIPATING PHARMACY AGREEMENT

d 340B entities will not be required to include any special modifiers on claims to identify 340B drugs. Claim requirements shall be the same for 340B and non-340B entities.

5. Dispensing Fee. Pursuant to W.VA. Code §33-51-9(f) Navitus shall not reimburse a pharmacy or pharmacist for a prescription drug or pharmacy service in an amount less than the NADAC for the prescription drug or pharmacy service at the time the drug is administered or dispensed, plus a professional dispensing fee of \$10.49.


6. This Addendum constitutes the entire and complete understanding between the parties regarding the subject matter hereof and supersedes all previous discussions, representations, proposals, offers, counteroffers, and writings between the parties that may have occurred before entering into this Addendum.

7. In the event that any statute referenced herein is amended, superseded, or otherwise modified by legislative or regulatory action by the State of West Virginia, such modified or successor statute shall govern and control to the fullest extent permitted by law.

Appendix—Navitus Documents

To access the forms listed below, log on to the Pharmacy Portal (<https://pharmacies.navitus.com/Secured-Pages/Nav/home.aspx>).

Forms are available within the menu on the left.



[Sign In](#)

Home

Forms

- 835 Request Form
- Electronic Funds Transfer Form
- Pharmacy Audit Appeal Form
- Pricing Research Request Form
- Prior Authorization Forms
- Texas Delivery Attestation

Resources

- Exclusion/Preclusion Fix
- Formulary
- MAC Program
- Network Bulletins
- Newsletters
- Payer Sheets
- Pharmacy Provider Manual

Training

- Compliance & FWA

Navitus believes that effective and efficient communication is the key to ensuring a strong working relationship with our participating pharmacies. We understand that as a health care provider, you play a key role in protecting the health of our members. The Pharmacy Portal offers 24/7 access to plan specifications, formulary and prior authorization forms, everything you need to manage your business and provide your patients the best possible care.

Pharmacy Guidance from the CDC is available [here](#).

Cyber alert for pharmacies on Covid vaccine is available [here](#).

Please share your feedback


Now that you've had some interactions with us, we'd like to get your feedback on the overall experience. Our survey will only take a few minutes, and your responses are, of course, confidential.

Take the survey >

NOTE: You will be required to login in order to access the survey. Your responses, however, will be anonymous.

Thank you,

Navitus Health Solutions



- **835 Payment Request Form**
 - Navitus Health Solutions will submit paper remittances to either the mailing address on file with NCPDP or what was provided on the Credentialing Application. If you would like to receive your remittances electronically (835), please return the completed 835 Payment Request Form.
- **EFT Form**
- **Pharmacy Audit Appeal Form**
- **Pricing Research Request Form**

Compound Claim Form

<https://www.navitus.com/getdoc/d7ec4a72-e1e3-4271-a54e-1040e9272c3e/Compound-Claim-Form.aspx>

Medicare Prescription Drug Coverage and Your Rights



To access the Medicare Prescription Drug Coverage and Your Rights form, go to:

<https://www.cms.gov/Medicare/Appeals-and-Grievances/MedPrescriptDrugApplGriev/PlanNoticesAndDocuments.html>

Scroll to Downloads to the first form:



Pharmacy Care Incentives Documentation

Clinical Services	Member Training
<div data-bbox="110 184 475 304"> Pharmacy Care Incentives Online Adjudication Documentation </div> <div data-bbox="670 165 769 308">  </div> <div data-bbox="110 325 462 730"> <p><input type="checkbox"/> Formulary Interchange Reimbursement: \$4.00 NDC: 99999-9999-32</p> <p><input type="checkbox"/> Therapeutic Interchange Reimbursement: \$12.00 NDC: 99999-9999-33</p> <p><input type="checkbox"/> Change of Dose Reimbursement: \$5.00 NDC: 99999-9999-34</p> <p><input type="checkbox"/> Member Compliance Monitoring Reimbursement: \$10.00 NDC: 99999-9999-35</p> <p>Rx#'s from all prescriptions: _____</p> <p>Prescriber's name: _____</p> <p>Description of change: _____</p> <p>Date of intervention: _____</p> <p>*Member signature: _____</p> </div>	<div data-bbox="850 184 1214 304"> Pharmacy Care Incentives Online Adjudication Documentation </div> <div data-bbox="1401 165 1500 308">  </div> <div data-bbox="850 325 1474 982"> <p><input type="checkbox"/> Member Training on Glucose Monitors: Reimbursement: \$1.00/minute up to 30 minutes Limited to 1 billing of 30 minutes per member per year NDC: 99999-9999-36</p> <p><input type="checkbox"/> Member Training on Asthma Inhaler/Peak Flow Meter Reimbursement: \$1.00/minute up to 10 minutes Limited to 1 billing of 10 minutes per member every 6 months NDC: 99999-9999-37</p> <p><input type="checkbox"/> Member Training on Blood Pressure Monitors Reimbursement: \$1.00/minute up to 15 minutes Limited to 1 billing of 15 minutes per member per year NDC: 99999-9999-38</p> <p><input type="checkbox"/> Member Training on Nasal Inhalers Reimbursement: \$1.00/minute up to 5 minutes Limited to 1 billing of 5 minutes per member every 6 months NDC: 99999-9999-39</p> <p><input type="checkbox"/> Member Training on Insulin Reimbursement: \$1.00/minute up to 20 minutes Limited to 1 billing of 20 minutes per member every 3 months NDC: 99999-9999-48</p> </div> <div data-bbox="850 989 1463 1396"> <p>Rx# from original prescription: _____</p> <p>Prescriber's name: _____</p> <p>Training time in minutes: _____</p> <p>Date of intervention: _____</p> <p>*Member signature: _____</p> </div>
<p>This PCI Document is to be stored with the original hard copy and must be provided upon request. As the pharmacy representative submitting this incentive, I attest that the service above was provided to the Member designated. I understand that this billing is also subject to audit.</p>	<p>This PCI Document is to be stored with the original hard copy and must be provided upon request. As the pharmacy representative submitting this incentive, I attest that the service above was provided to the Member designated. I understand that this billing is also subject to audit.</p>

The above form must be filled out completely and filed with the hard copy. Incentive billings are subject to audit. For a more detailed description of qualifying services, please see the Pharmacy Care Incentives section.

Rx# or #s that were involved: In most cases, this would include the Rx# of the original product prescribed and the Rx# of the product dispensed.

Prescriber's name: The name of Prescriber who authorized original order and changes to orders.

Description of change: Please include a brief explanation of the change. (e.g., Lyrica to gabapentin).

Date of intervention: Date clinical service or training was provided to Member. Reminder that PCI billing must be completed at the time the intervention was performed, not the date the prescription was filled.

*Patient signature: A signature is required for training PCI billings and preferred for clinical services. Compliance monitoring that is performed via phone should include the name of the person the pharmacy's staff spoke with and duration and date of the call.



1025W. Navitus Drive
Appleton, WI 54913

Pharmacy Audit Department

Phone: 920.221.4100
Fax: 920.221.4600
Auditing@navitus.com

Physician Verification Information

Pharmacy Name: _____ NPI: _____

Patient Information

Name:	DOB:
Address:	Phone No:
City, State, Zip:	

Physician Information

Name:	Phone No:
Address:	Fax No:
City, State, Zip:	

Prescription Information

The medication listed was prescribed with my knowledge for patient identified above by: (choose one)

1. Written

2. Telephoned

3. Electronic

4. Faxed

Rx No. _____ Date of Service: _____

Drug Name/Strength: _____

Quantity: _____ **Total** Fills Authorized: _____

Specific Directions: (Take as directed is not acceptable): _____

Max Daily Dose (if applicable): _____ Diagnosis/Area of Application (if applicable): _____

Physician's Signature: _____ Date Signed: _____

Physician's Name (PRINT): _____

DEA: _____ or NPI: _____

Pharmacist Signature: _____ Date Signed: _____

Texas Medicaid Private-Pay Agreement

I understand _____ is accepting me as a private-pay
(Provider Name)

Member for the period of _____, and I will be responsible for paying for any
Services I receive. The provider will not file a claim to Medicaid for services provided to me.

Signed: _____

Date: _____

Minnesota Medicaid (Minnesota Health Care Programs) Advance Member Notice of Noncovered
Prescription PDF can be found at <https://edocs.dhs.state.mn.us/lfserver/Public/DHS-3641-ENG>