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Pharmacy Provider Manual

The Manual (“Manual”) includes the policies and procedures and information for pharmacies. All pharmacies must monitor for changes and comply with directives within the Manual. This Manual will be updated as necessary and is subject to change without notice. The current version of this manual is posted on TrueScripts’ website at truescripts.com.

Pharmacy reimbursement rates, reporting fees, and other costs or expenses are not reflected in, or amended by revisions to this Manual. In the event of a conflict between the terms of the Agreement and those set forth in this Manual, the terms of the Agreement will control.

Contact Information

TrueScripts can be contacted at:

Mailing Address

TrueScripts Management Services
513 E South Street
Washington, IN 47501

Main Phone: [\(844\) 257-1955 \(toll free\)](tel:8442571955)

Pharmacy Call Center: (800) 767-4226 (option 1)

Note: have ready your Pharmacy NABP or NCPDP number.

The regular Call Center hours are:

Monday through Friday from 8:30 AM to 10:00 PM ET

Saturday from 9:00 AM to 5:00 PM ET

Sunday from 12:00PM to 4:00PM ET

Audits, Accounts Payable, MAC information and links are available on the website.

Pharmacy Participation Requirements

Pharmacy may request a Services Agreement to join the pharmacy network:

- Email
- Phone
- Fax

Applicants must provide the pharmacy name, corresponding NCPDP number, contact name, business address, telephone number, fax number, and email address.

Credentialing

A Pharmacy must complete and submit a credentialing application. All information on the application must be complete and accurate.

Required documentation:

1. Pharmacy State License– Must be current
2. Pharmacist in Charge State License– Must be current
3. DEA Certificate– Must be current
4. Professional Liability Insurance– Must meet the \$1 Million per claim or occurrence, \$3 Million Aggregate threshold
5. Cyber security and data breach protection
6. Federal Tax Id Certificate
7. W-9
8. Photograph of storefront – Address must be visible in photograph

Cyber Insurance

Pharmacy shall maintain network risk and cyber liability coverage (including coverage for unauthorized access, failure of security, breach of privacy perils, as well as notification costs and regulatory defense). Such insurance shall be maintained and in force at all times during the term of the Agreement and for a period of two years thereafter for services completed during the term of the Agreement.

PSAO Credentialing

The PSAO will be required to credential each pharmacy within the PSAO to assure that each pharmacy meets credentialing requirements.

Chain Credentialing

Chains must submit a signed attestation that confirms all pharmacies under the applicable chain code hold current and active state licensure, have liability coverage meeting the requirements and attests they will continue to hold such current and active licensure and liability coverage during the term of the Agreement. In addition, the chain must provide:

- Store Roster
- Licensure Number and Expiration Date (each store)
- Pharmacist-in-charge License Number and Expiration Date (each store)
- DEA License Number (each store)
- Professional Liability Insurance - Must meet the \$1 Million per claim/occurrence, \$3 Million Aggregate threshold
- Cyber coverage
- W-9

Chain agrees to provide an updated store listing with respective licensure status and a copy of updated general liability insurance upon request, or in the event of change.

Exclusion and Preclusion Lists

Pharmacy may not appear on any state or federal exclusion lists.

Additional Suspensions and Termination Provisions

TrueScripts may suspend a Pharmacy from participation in its network if the Pharmacy has been identified or under review for engaging in any fraudulent, wasteful, unethical, or unlawful activities. In addition, TrueScripts reserves the right to immediately suspend a Pharmacy upon becoming aware that the Pharmacy has been investigated, within the past five (5) years, or is currently under investigation by a federal or state governmental agency or regulatory body.

The following practices may result in claims chargeback, suspension, and termination from the Network:

- Participating Pharmacies sharing ownership, partial ownership, officers, affiliates, principals, or other relationships with Pharmacies that had been previously suspended or terminated from the Network
- Shipping medications or supplies to patients without their consent or initiation
- Shipping to states where Pharmacy is not currently licensed and insured
- Obtaining prescriptions using telemarketing companies or services
- Submitting a large number of test claims
- Not collecting applicable Patient copayments at the time of Pharmacy service
- Discovery of no onsite pharmacist present during Pharmacy's hours of operation
- Attempting to adjudicate or adjudicating components of a compound drug as separate ingredients, single-NDC claims
- Attempting to adjudicate or adjudicating claims for compound drugs in which the ingredients are not supported by a medically acceptable indication through the same administration route for the condition being treated
- Attempting to adjudicate or adjudicating claims for compound drugs in which the same or similar formulation is available on the market
- Discovering inventory shortages upon invoice reconciliation when comparing Pharmacy drug utilization and purchase invoice records
- Failure to respond to recredentialing request or audit; or
- Refusing to service a Patient due to reimbursement rates.

Dispute Resolution/Appeal Process

The Parties shall make a good faith effort to resolve any disputes via discussion and negotiation. If they are unable to resolve the dispute through informal discussions, either Party may submit a written complaint to the other party describing and proposing a manner of resolving that dispute. The Party receiving that complaint shall respond by accepting, rejecting, or modifying that proposal, in writing, within thirty (30) days of the date that it receives the complaint. If the dispute cannot be resolved as indicated herein, the parties reserve the right to pursue legal options.

Updating Pharmacy Information

Pharmacy must update its demographic and affiliation information in its NCPDP DataQ profile in real time. TrueScripts will rely upon data listed within NCPDP DataQ profile as using NCPDP DataQ is industry standard.



Privacy and Security Standards

Pharmacy will adhere to industry best practices regarding security, including but not limited to, the requirements under applicable state and federal laws and regulations, including, but not limited to, the federal HITECH Act, the Health Insurance Portability and Accountability Act of 1996 and their implementing regulations, 45 C.F.R. parts 160 and 164 (collectively, "HIPAA Regulations").

Specific Network Pharmacy Requirements

Mail Order Requirements

Patients may have Products filled through a designated mail order Pharmacy provider.

- i. **Shipping.** Once a prescription for a Covered Product has been transmitted to a mail order Pharmacy in accordance with applicable Laws, such Pharmacy will promptly prepare, package, and ship the applicable Covered Product to the Patient or other authorized person or entity in accordance with the prescription order. The Pharmacy shall ship (at no additional charge) Covered Product to Patients via U.S. Postal Service (USPS) or other appropriate carrier to the address provided by Client and/or the Patient, provided such addresses are located in the United States or its territories. Patient's physical delivery address cannot be a Post Office box. All Covered Product shall be shipped in a manner to assure the integrity of the Covered Product per manufacturer specifications and the standards of professional conduct and practice prevailing in the industry, including temperature controls. The mail order Pharmacy is responsible for all confirmed lost or missing Covered Product not received by Patients and for Covered Product damaged during shipment. Pharmacy shall immediately reship (via overnight delivery) any such lost, missing, or damaged Covered Product upon notification of such occurrence and shall not bill TrueScripts, Client or Patient any amount for such reshipped Covered Product (including any Copayment amount or shipping charges).
- ii. **Patient Counseling.** The dispensing mail order Pharmacy shall provide Patients with instructions and patient counseling on the use of the Covered Product and such other disclosures required by applicable Law. The dispensing mail order Pharmacy shall also provide Patients with access to a pharmacist and customer service representative via a toll-free telephone line twenty-four (24) hours a day, seven (7) days a week, 365 days a year.
- iii. **Transfers.** As needed, TrueScripts may assist with the transfer of prescriptions to a designated mail order pharmacy.

Specialty Requirements

Pharmacy must supply a drug roster on a quarterly basis. Drug roster must include the 11-digit NDC, Label Name, and 14-digit GPI. Pharmacy must make note of any limited or exclusive distribution of medications. Drug manufacturer face sheet is to be supplied upon request. Patients may have Covered Product specialty medication prescriptions filled through the designated specialty Pharmacy provider.

- i. **Shipping.** Once a prescription for a specialty medication has been transmitted to a specialty Pharmacy in accordance with applicable Laws, such Pharmacy will promptly prepare, package and ship the applicable Covered Product to the Patient or other authorized person or entity in accordance with the prescription order. The specialty Pharmacy shall ship (at no additional charge) Covered Products to Patients via U.S. Postal Service (USPS) or other appropriate carrier to the



address provided by Client and/or the Patient, provided such addresses are located in the United States or its territories. Patient's physical delivery address cannot be a Post Office box. All Covered Products shall be shipped in a manner to assure the integrity of the Covered Products per manufacturer specifications and the standards of professional conduct and practice prevailing in the industry, including temperature controls. The specialty Pharmacy is responsible for all confirmed lost or missing Covered Products not received by Patients and for Covered Products damaged during shipment. Pharmacy shall immediately reship (via overnight delivery) any such lost, missing, or damaged Covered Product upon notification of such occurrence and shall not bill Client or Patient any amount for such reshipped Covered Product (including any Copayment amount or shipping charges).

ii. **Patient Counseling.** The dispensing specialty Pharmacy shall provide Patients with instructions and patient counseling on the use of the Covered Product and such other disclosures required by applicable Law. The dispensing specialty Pharmacy shall also provide Patients with access to a pharmacist and customer service representative via a toll-free telephone line twenty-four (24) hours a day, seven (7) days a week, 365 days a year.

iii. **Transfers.** As needed, TrueScripts may assist with the transfer of prescriptions to a designated specialty pharmacy.

Long Term Care Requirements

Pharmacy must be a state-licensed pharmacy providing enhanced pharmacy and clinical services to individuals who have certain comorbid and medically complex chronic conditions and who reside in skilled nursing facilities, nursing facilities, or any other applicable setting as determined by the Centers for Medicare and Medicaid (CMS). Enhanced pharmacy and clinical services include, but are not limited to, medication dispensed in special packaging, drug utilization review (DUR), and availability of medication delivery and on-call pharmacists 24-hours per day, seven days per week.

Pharmacy is required to provide ongoing in-service training to assure that LTC facility staff are proficient in Pharmacy's processes for ordering and receiving medications. Pharmacy shall be responsible for return and/or disposal of unused medications following discontinuance, transfer, discharge, or death as permitted by Pharmacy's State Board of Pharmacy. Controlled substances and out of date substances shall be disposed of within state and Federal guidelines.

Pharmacy must have the capacity to provide specific drugs in Unit of Use Packaging, Bingo Cards, Cassettes, Unit Dose, or other special packaging commonly required by LTC facilities. Pharmacy must have 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 required by the LTC setting.

Pharmacy must provide on-call, 24 hours a day, seven (7) days a week service with a qualified pharmacist available for handling calls after hours and to provide medication dispensing available for emergencies, holidays and after hours of normal operations.

Pharmacy Operations and Prescription Orders

Pharmacy shall provide services of a dispensing pharmacist to meet the requirements of pharmacy practice for dispensing prescription drugs to long term care ("LTC") residents, including but not limited

to the performance of drug utilization review (“DUR”). In addition, a Pharmacy pharmacist shall conduct DUR to routinely screen for allergies and drug interactions, to identify potential adverse drug reactions, to identify inappropriate drug usage in the LTC population, and to promote cost effective therapy in the LTC setting. Pharmacy shall also be equipped with pharmacy software and systems sufficient to meet the needs of prescription drug ordering and distribution to an LTC facility. Further, Pharmacy shall provide written copies of Pharmacy’s procedures manual and said manual must be available at each LTC facility nurses’ unit. Pharmacy is also required to provide ongoing in-service training to assure that LTC facility staff are proficient in Pharmacy’s processes for ordering and receiving medications. Pharmacy shall be responsible for return and/or disposal of unused medications following discontinuance, transfer, discharge, or death as permitted by Pharmacy’s State Board of Pharmacy. Controlled substances and out of date substances shall be disposed of within state and Federal guidelines.

Emergency Log Books

Pharmacy must provide a system for logging and charging medication used from emergency/first dose stock. Further, Pharmacy must maintain a comprehensive record of a resident’s medication order and drug administration.

Payment of Claims

Unless modified by state law, Pharmacy shall submit a Claim for payment within thirty (30) days of dispensing a product to patients.

Home Infusion Requirements

Drug Form

Pharmacy must be capable of delivering home-infused drugs in a form that can be administered in a clinically appropriate fashion.

Following Discharge

Pharmacy shall ensure that all home infusion drugs be delivered within 24 hours of discharge of a Beneficiary from an acute care setting, or later if so prescribed.

IV Medications

Pharmacy must have the capacity to provide IV medications to the home infusion patient as ordered by a qualified medical professional. Pharmacy must have access to specialized facilities for the preparation of IV prescriptions (clean room). Additionally, Pharmacy shall have access to or arrangements with a vendor to furnish special equipment and supplies as well as IV trained pharmacists and technicians as required to safely provide IV medications.

Miscellaneous Reports, Forms and Prescription Ordering Supplies

Pharmacy must provide reports, forms and prescription ordering supplies necessary for the delivery of quality pharmacy care in the home infusion setting. Such reports, forms and prescription ordering supplies may include, but will not necessarily be limited to, provider order forms, monthly management reports to assist in managing orders, medication administration records, treatment administration records, interim order forms for new prescription orders, and boxes/folders for order storage and reconciliation.

Indian Health Care Requirements

Definitions

1. "Indian Health Service" shall mean the agency of that name within the U.S. Department of Health and Human Services established by Sec. 601 of the Indian Health Care Improvement Act ("IHCA"), 25 USC §1661.
2. "Indian Tribe" has the meaning given that term in Sec. 4 of the IHCA, 25 USC §1603.
3. "Tribal Organization" has the meaning given than term in Sec. 4 of the IHCA, 25 USC §1603.
4. "Urban Indian Organization" has the meaning given that term in Sec. 4 of the IHCA, 25 USC §1603.
5. "Indian" has the meaning given to that term in Sec. 4 of the IHCA, 25 USC §1603.

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. 28 U.S.C. § 2671-2680. Nothing in the Agreement or Addendum 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 the Plan will be held harmless from liability.

A Provider which is an Indian tribe or a tribal organization shall not be required to obtain or maintain professional liability insurance to the extent such Provider is covered by the Federal Tort Claims Act (FTCA) pursuant to 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); and regulations at 25 CFR Part 900, Subpt. M. To the extent a Provider that is an urban Indian organization is covered by the FTCA pursuant to 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 at 42 USC §233(g)-(n)) and regulations at 42 CFR Part 6, such Provider shall not be required to obtain or maintain professional liability insurance. Further, nothing in the Agreement, Addendum or any addendum thereto shall be interpreted to authorize or obligate Provider or any employee of such Provider to operate outside of the scope of employment of such employee, and Provider shall not be required to indemnify the Company or a Part D Client.

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. The Parties agree that during the term of the Agreement and Addendum, 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 Agreement and Addendum, the parties agree to use the IHS facility's Drug Enforcement Agency (DEA) number consistent with federal law.

To the extent that any directly hired employee of a tribal or urban Indian Provider is exempt from State regulation, such employee shall be deemed qualified to perform services under the Agreement, Addendum and all addenda thereto, provided such employee is licensed to practice pharmacy in any



State. 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 the Provider is exempt from State licensing requirements, the Provider shall not be required to hold a State license to receive any payments under the Agreement, Addendum, and any addendum thereto.

Applicability of other Federal laws

Federal laws and regulations affecting a Provider, include but are not limited to the following:

1. An IHS provider:
 - a. The Anti-Deficiency Act 31 U.S.C. § 1341;
 - b. The Indian Self Determination and Education Assistance Act ("ISDEAA"); 25 USC § 450 et seq.;
 - c. The Federal Tort Claims Act ("FTCA"), 28 U.S.C. § 2671-2680;
 - d. The Federal Medical Care Recovery Act, 42 U.S.C. §§ 2651-2653;
 - e. The Federal Privacy Act of 1974 ("Privacy Act"), 5 U.S.C. § 552a, 45 CFR Part 5b;
 - f. Confidentiality of Alcohol and Drug Abuse Patient Records, 42 CFR Part 2;
 - g. The Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), 45 CFR Parts 160 and 164;
 - h. The IHCA, 25 U.S.C. § 1601 et seq.
2. A Provider who is an Indian tribe or a tribal organization:
 - a. The ISDEAA, 25 USC §450 et seq.;
 - b. The IHCA, 25 USC §1601, et seq.;
 - c. The Privacy Act, 5 USC §552a and regulations at 45 CFR Part 5b;
 - d. 5.2.e The HIPAA and regulations at 45 CFR parts 160 and 164.
 - e. The FTCA, 28 USC §§2671-2680;
3. A Provider who is an urban Indian organization:
 - a. The IHCA, 25 USC §1601, et seq.;
 - b. The Privacy Act, 5 USC §552a and regulations at 45 CFR Part 5b;
 - c. The HIPAA and regulations at 45 CFR parts 160 and 164.

Persons eligible for services of Provider

The Parties agree that the IHS Provider is limited to serving eligible IHS beneficiaries pursuant to 42 CFR Part 136 and section 813(a) of the IHCA, 25 USC §1680c: who are also eligible for Medicare Part D services pursuant to Title XVIII, Part D of the Social Security Act and 42 CFR Part 423. The IHS Provider may provide services to non-IHS eligible persons only under certain circumstances set forth in IHCA section 813(b) and in emergencies under section 813(c) of the IHCA.

The Parties agree that the persons eligible for services of the 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:

- a) Title XVIII, Part D of the Social Security Act and 42 CFR Part 423;



- b) IHCIA sections 813(a) and 813(c), 25 USC §1680c (a) and (c);
- c) 42 CFR Part 136;
- d) And the terms of the contract, compact or grant issued to the Provider by the IHS for operation of a health program.

Rural Pharmacy Requirements

Pharmacy may request special rural rates reimbursements due to lack of proximity to other pharmacies within a 15-mile radius. TrueScripts will make a determination as to eligibility for rural rates reimbursement. Physical location and zip code classification may be used for this determination. Rural designation can be removed at any time if the Pharmacy no longer meets the rural pharmacy requirements.

Claims Processing

Pharmacy shall be responsible for paying all fees or costs associated with its electronic submission of claims, such as point-of-sale, switch charges, and data reporting charges and electronic fees (“the System”), unless otherwise prohibited by law.

Claim Submission Requirements

Pharmacy shall transmit all claims electronically using the most current National Council for Prescription Drug Plans (“NCPDP”) Telecommunications Standard Format.

Claim Denials

If any Claim is denied by the System, Pharmacy will evaluate the cause of denial and exercise professional judgment to provide Pharmacy Services. If the cause of denial cannot be resolved, Pharmacy will notify and extend an offer to dispense the Covered Product at Pharmacy’s U&C price. System may reject NDCs that are identified as repackaged medications, as non-covered drugs.

Reversals and Reprocessing of Claims

To ensure accuracy of claims adjudicated, pharmacy must use reversals to send accurate claims. Billing window may vary; however, a claim will not be processed and no liability shall attach for any claim submitted after 365 days from date of dispense by Pharmacy.

Copayments

Pharmacy agrees to collect from each the applicable Copayment amount on each claim as determined by the processing of the claim by the System. Pharmacy shall not waive, rebate, accept or offer a coupon for discount or in any other way reduce or discount any Patient’s Copayment, except to reduce for coordination of benefits or as otherwise initiated by Company or the System.

DUR Codes

Pharmacy shall monitor and respond to drug utilization review communicated by the system. Pharmacists shall exercise professional judgment in dispensing a Covered Product and addressing and resolving drug utilization review communications.

DAW Codes

Pharmacy must use appropriate DAW codes in accordance with NCPDP standards.



Universal Claim Form

In the event the online System is temporarily inaccessible, Pharmacy shall make reasonable attempts at retransmission. Should these attempts fail, Pharmacy may submit claims on Universal Claims Forms or other NCPDP-standard electronic format that is consistent with prevailing state and federal regulations. Pharmacy shall submit all hard copy claims within one (1) year after date of dispense.

TrueScripts will process all Universal Claim Forms in a timely manner. In the event TrueScripts receives a Universal Claim Form, TrueScripts will ensure the form is sent to appropriate entity.

Coordination of Benefits

Coordination of Benefits establishes the order in which pay Claims when more than one plan exists. When more than one Client is involved, the following will apply to Claim submission:

1. Accepted Values:

- 00 – Not specified
- 01 – No other coverage identified
- 02 – Other coverage exists, payment collected
- 03 – Other coverage exists, this Claim not covered
- 04 – Other coverage exists, payment not collected
- 08 – Claim is billing for copay

2. When the COB field (308-C8) is populated, the Pharmacy must submit the appropriate values in the fields below:

- 431-DV: OPA*required for Government COB Processing only
- 430-DU: Gross Amount Due (OPPRA)
- 352-NQ: PRA (OPPRA)

Pharmacy shall use its commercially reasonable efforts to perform coordination of benefit services at the point of sale and at the time of service; and to cooperate and share with Company any information that it has regarding claims for Pharmacy Services for which another third-party payer may be responsible due to coordination of benefits or subrogation.

Compound Drugs

Compound drugs dispensing fee will be reimbursed in accordance with level of effort. Level of effort shall be defined as the correct code indicating the level of effort as determined by the complexity of decision making or resources utilized by a pharmacist to perform a professional service.



Pricing and Compensation

Payer Sheet

Payer Sheets are available on the website at www.truescripts.com. Any updates to the payer sheet will be reflected on the website. For further assistance, please contact TrueScripts directly.

Pay Cycle

Payment will be sent to pharmacies on a bi-weekly basis.

Check Reissuance

All check reissuance requests should be made via the website. Please confirm the address to which the check should be sent and provide the following information: Pharmacy NABP, Check Number, Check Total, and Reason for Reissue. Most checks are reissued in under 3 weeks after all the above information is received and reissuance verified.

Remittance Advice

Physical remittances are sent to the mailing address or physical address the Pharmacy Provider provided on the Credentialing Application, or as notified via request, or as notified via NCPDP DataQ information. These remittances are sent to the pharmacy at the time of check issuance. Pharmacies that wish to receive Electronic Remittance Advice can request this set up by visiting the website.

Electronic Funds Transfer

By default, physical check payments are sent to the mailing address or physical address the Pharmacy Provider provided on the Credentialing Application, or as notified via request, or as notified via NCPDP DataQ information.

To be eligible to receive funds electronically, pharmacy must first also agree to accept 835 remittances electronically. Chain or PSAO providers that request EFT are required to have all their affiliates to fall under that EFT standard.

Pharmacy Providers may submit an Electronic Funds Transfer form located on the website.

Modification of Pricing Methodology

If the industry standard referenced for pricing hereunder changes the methodology for determining drug price in a way that materially changes the pricing or economics of this Agreement, the Parties agree to negotiate in good faith to modify the pricing terms to preserve the relative economics of the Agreement. Otherwise, the referenced values used to set the pricing terms hereunder shall be fixed as of the day prior to the methodology change for the duration of the Agreement.



Maximum Allowable Cost (MAC)

MAC Pricing

TrueScripts maintains a Maximum Allowable Cost (MAC) pricing program to be used for pharmacy provider reimbursement on generic products. The MAC program aligns the incentives for the Client (health plan or payer), the Patient, and the Pharmacy. The MAC pricing will ensure cost effective generic drug purchasing habits while maintaining reasonable pharmacy profit incentives to dispense market appropriate generic equivalent products.

The MAC application undergoes a review on a weekly basis to account for potential market fluctuations that can impact wholesale acquisition costs. If the review results in an indication for a change in a MAC price for a given GPI, the MAC price will be updated accordingly in real time with an appropriate effective date.

Reimbursement for a drug subject to maximum allowable costs is based solely on a specific drug; therapeutically equivalent drugs are listed in the most recent version of the Orange Book (USDA Approved Drug Products with Therapeutic Equivalence Evaluations).

Pharmacies receive daily notifications through their switch relays when they transmit claims and/or by calling the help desk. Pricing requirements are subject to all state laws and regulations.

Pharmacy providers may appeal a reimbursement for a MAC generic claim and request a review of the MAC pricing. All appeals and questions regarding MAC should be directed to the website under the MAC appeals link.

MAC Appeals

Please submit the MAC appeal via the procedure described below. All submissions are required in the electronic format provided. Invoices detailing the acquisition costs may be taken into consideration for the appeal but are not required. The requesting party will receive an email response detailing whether the appeal has been approved for a price update or denied. TrueScripts complies with all state policies regarding MAC pricing and appeals.

To submit a MAC Appeal, fill out the provided MAC Appeal Form located on the website in its electronic format. Required fields are highlighted in yellow on the MAC Appeal Form. Submit the completed file pursuant to the directions on the website.

Pharmacies may appeal directly to TrueScripts using the process provided on the website. If the pharmacy provider is member of a chain, franchise, Pharmacy Services Administrative Organization (PSAO), or similar organization, please direct your appeals to your corporate office or third-party administrator office. Corporate HQs and PSAO groups can then appeal on behalf of all their member pharmacy providers.

Audits

Audits will be performed according to state law. All claims are subject to audit. A Pharmacy Audit is a formal review of documents and processes to ensure pharmacy's compliance with agreements and pharmacy processes. An important purpose in performing an audit is to support overall Fraud, Waste and Abuse (FWA) monitoring of pharmacy claims with the goal of maintaining the integrity of our national network. Please refer to the below section "Fraud, Waste and Abuse (FWA)" for more information.

Process and Procedures

Desktop Audit: Audits will be conducted in compliance with state laws. In general, the Desktop Audit begins with a Letter of Intent to Audit submitted to the Pharmacy, which includes a request for the full hard copy prescription(s) and signature logs, if applicable, for the prescriptions to be audited. Digital images provided by Pharmacy shall suffice as a copy of the prescription. The Pharmacy will have thirty (30) calendar days, or as required by state law, to submit all documentation requested by the audit entity.

If the Pharmacy is unable to submit the audit requested documentation within the 30-day window, or as required by law, Pharmacy must contact TrueScripts' auditing entity prior to the end of the 30-day window to discuss the reason for the delay and to determine a date when the documentation will be submitted by Pharmacy; however, no delay beyond thirty (30) additional calendar days shall be granted to Pharmacy to submit such documentation. Failure by Pharmacy to make such contact within the 30-day timeframe, or Pharmacy's failure to produce the requested documentation shall be a breach of the Agreement.

Onsite Audit: TrueScripts does not conduct onsite audits

For Desktop Audits, within thirty (30) days following the auditing entity's receipt of Pharmacy's audit documentation, Pharmacy shall receive Initial Findings. The Initial Findings Letter shall clearly state whether the claims' audits has resulted in a required recoupment from the Pharmacy. See below Audit Recovery for more information.

Investigative Audit: Investigative audits are more extensive and detailed in scope in comparison with desk or onsite audits. Additional documentation may be requested from the Pharmacy beyond the standard request for copies of prescriptions and delivery logs. The time frame for reviewing documentation may be extended depending on the nature of the investigation.

If the Pharmacy chooses to appeal the findings stated in the Initial Findings Letter, it may do so within thirty (30) calendar days, or as required by state law. Pharmacy must submit written additional documentation that support its findings and return such findings to it's the auditing entity within 30 calendar days. Upon review of these documents, the auditing entity shall determine if its original decision found in the Initial Findings Letter will be overturned or upheld, and a Final Findings Letter will be sent to the Pharmacy by the auditing entity.

If no appeal of the Initial Findings Letter is submitted by Pharmacy, or if no response is received from the Pharmacy within such 30 calendar days, such non-response shall be deemed as acceptance of the audit findings.



Note that timeframe allowances described above may be shortened for investigative reviews, Client or audits initiated as a result of Patient complaint.

Audit Recovery

For claims audits that result in a recovery of funds from Pharmacy, TrueScripts shall off-set any amounts due against funds due to Pharmacy, as permitted by state law, such funds will be subtracted from any future payments to the pharmacy.

Fraud, Waste and Abuse (FWA)

Suspected FWA audits are not subject to the audit restrictions set forth above. FWA audits, other than those expressly required by applicable law, shall be conducted for the sole and specific purpose of addressing TrueScript's reasonable, good-faith concerns regarding suspected fraud, waste, and abuse. For clarification, TrueScripts and shall not be prohibited from auditing compound prescriptions.

Date: DATE LISTED HERE

Pharmacy Fax: (XXX) XXX - XXXX

To: PHARMACY NAME

From: Pharmacy Compliance Department

Sender's Phone: (470) 223-3580

Re: Notice of Intent to Audit

Cc: TrueScripts

☒ Urgent ☒ For Review ☐ Please Comment ☒ Please Reply ☐ Please
Recycle

Comments:

ATTENTION PHARMACY MANAGER
PLEASE FIND ATTACHED LETTER REGARDING A DESK AUDIT BEING CONDUCTED ON BEHALF OF TRUESCRIPTS

Codoxo
3190 Northeast Expressway, NE, Suite 120, Atlanta, GA, 30341
Codoxo's Phone Number: +1-470-223-3580
Codoxo's Fax Number: +1-404-806-6275

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DATE

Codoxo
3190 Northeast Expressway NE, Suite 120
Atlanta, GA, 30341
Codoxo's Phone Number: +1-470-223-3580
www.codoxo.com

Fax # of Pharmacy: (XXX) XXX-XXXX
NABP#: XXXXXXX
PHARMACY NAME
ADDRESS
CITY, STATE, ZIP

***** NOTICE OF RECORDS REQUEST *****

Dear Pharmacy Owner/Manager,

TrueScripts routinely performs audits of pharmacies within its provider networks to support its compliance and fraud, waste and abuse audit programs. Codoxo has been contracted to conduct desk audit reviews. Your pharmacy has been selected for a desk audit to be conducted by Codoxo.

As part of the audit process, for each prescription/claim on the attached list (below), please provide copies of the following:

- Photocopies - **FRONT AND BACK** – of original hard-copy prescriptions / physician order sheets (including back-slaps or any computer-generated stickers)
- Computerized dispensing records, including refill records
- Supporting documentation necessary to support the appropriateness and accuracy of the billing
- Compounding worksheet(s) with NDC #s and quantities of each ingredient billed
- Signature Logs

All documentation should be submitted to Codoxo via fax **within 30 days from the date of this letter.** Please include the **Records Transmittal Page** with the submission of your records to ensure proper handling and validation of the claims.

Failure or refusal to comply with an audit request may result in a full recovery of the total amount paid to the pharmacy for the claims involved in the audit review, including all amounts or fees paid to the pharmacy. Refusal or denial to comply with any audit type may result in corrective action up to and including termination of the pharmacy's Provider Agreement.

If you have further questions or require additional information, please contact the Pharmacy Compliance Department, at 470-223-3580.

Sincerely,

Pharmacy Compliance Department

cc: TrueScripts

RECORDS REQUEST REPORT

Please note: This audit contains 80 or fewer unique prescriptions. The claim count can exceed 80 claims due to refills.

NABP	Rx Number	Fill Date
XXXXXXX	6856843	2020-01-28
XXXXXXX	6856843	2020-02-24
XXXXXXX	6856843	2020-03-23
XXXXXXX	6856843	2020-04-21

DATE

Dear Pharmacy Owner/Manager,

Codoxo, a fully HIPAA complaint pharmacy audit firm, is authorized to conduct routine audit function within the contracted pharmacy network.

We greatly appreciate your shared commitment to quality healthcare for the people we serve and their communities.

Please accept this letter as our official authorization to allow Codoxo to conduct an audit of your Pharmacy on behalf of TrueScripts.

Sincerely,

Pharmacy Audit Department



Record Transmittal
PLEASE RETURN THIS FORM WITH THE SUPPORTING DOCUMENTATION
WITHIN 30 DAYS TO:

By E-Mail:	Rxcompliance@codoxo.com
By Fax:	(404) 806-6275
If you have any questions, please call:	(470) 223-3580

Frequently Asked Audit Questions

Q: What happens if a partial or illegible communication is received by the Pharmacy?

A: Include the Pharmacy's NABP/NCPDP or NPI and the Audit reference number (if legible) in the subject line of an email or fax cover page and describe any decipherable information on the letter and the issue.

Q: What type of documentation may be requested for a desktop audit?

A:

- A copy of the Letter of Intent to Audit
- Copy of the original prescription (front and back)
- Rx label: Copy of the label placed on the dispensed medication for the requested date of service
 - *Copy of the signature log sheet (pickup or delivery) for verification and
- Manufacturer, wholesaler, or distribution invoices
- For compound audits: compound log if compounded medication
- For Long Term Care pharmacies, physician's order sheet for date of service or interim order
Medication Administration Records (MAR) are not acceptable proof of the prescriber order.
- For vaccine audits: include the Vaccine Administration Record (VAR) if the prescription is for a vaccine

Q: How does the Pharmacy submit requested documentation?

A: Use the audit request letter or most recent letter as the cover page of audit response. Submit requested documentation.

Q: How do I address questions regarding an audit, including audit status?

A: Submit all questions and/or concerns in writing using bar coded audit letter to the entity listed on the audit notification letter.

Q: What happens if my initial audit response is not received?

A: Locate fax confirmation or email communication. Resubmit initial audit response along with fax confirmation or e-mail communications related to previous submission. Upon evaluation of documentation, audit will be placed back for initial review.

Q: How do I update the Pharmacy contact for audit communications?

A: Audit communications can be sent via email or fax. It is the Pharmacy's responsibility to advise the Pharmacy Audits and Fraud, Waste, and Abuse and Network Compliance Departments of any change to the contact information on file.

Q: How do I appeal audit findings?

A: Refer to the above Audit Process and Procedures.

Q: Can I request an extension to respond to the audit or to appeal the initial audit findings?

A: Yes, refer to the above Audit Process and Procedures.

Q: Can I still appeal if the initial audit response was not submitted?

A: Refer to the above Audit Process and Procedures.

Q: Can my Pharmacy obtain a list with the prescriptions that will be reviewed during the onsite audit?

A: No, a list is not provided with the exact prescription numbers prior to the audit. This is part of the procedure to maintain the integrity of the onsite visit. However, a parameter of fill dates and prescription numbers may be provided in advance. Pharmacy will have opportunity to provide additional documentation during the appeal phase.

Q: What happens if the tracking number is too old to retrieve from the mail courier website?

A: Contact your account representative at the mail courier to provide date and time of successful delivery. Excel files with pertinent tracking information are acceptable if coming directly from the carrier account representative. Alternatively, a Patient attestation acknowledging delivery is acceptable; however, providing only a tracking number does not confirm Patient receipt.

Appendix A

Additional state specific requirements are listed below and will be followed.

Indiana

Contract Requirements (760 Ind. Admin. Code 5-4-1)

The pharmacy or the pharmacy services administrative organization will be given the right to obtain, within ten (10) calendar days after a request, a current list of the sources used to determine maximum allowable cost pricing. The maximum allowable cost list will be updated at least every seven (7) calendar days and contracted pharmacies and pharmacy services administrative organizations may promptly review maximum allowable cost list updates in a format that is readily available and accessible.

Audit Procedures (760 Ind. Admin. Code 5-3-3)

The following procedures will be followed when conducting an audit of the pharmacy:

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



(although 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);
and

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