

Trinity Healthcare Solutions Provider Manual May 2023

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IMPORTANT:

This Manual supersedes and replaces all previous versions of the Manual by whatever name. This Manual and the contents of this Manual are confidential and proprietary to Trinity and are subject to the confidentiality provisions of the Pharmacy Provider Agreement. This Manual and the contents of this Manual may not be reproduced, transmitted, published, or disclosed to others without Trinity’s prior written authorization. Unless otherwise defined in the Manual, capitalized terms used herein shall have the meaning stated in the Pharmacy Provider Agreement and Exhibit A thereto. If applicable, “Participating Provider” shall mean “Pharmacy Provider” under this Manual. The Manual is part of the Agreement and failure to comply with the Manual shall be a breach of the Agreement and grounds for termination of the Agreement.

1. TRINITY CONTACT INFORMATION

Unless otherwise instructed by Trinity, for questions regarding contracting, MAC, audit, or any administrative or compliance policies or procedures or information communicated in this Manual, Pharmacy Provider should contact the following:

Provider relations email address: benadmin@trinityhc.com

Provider help desk: 262-607-3199

Provider relations mailing address: 11270 W. Park Place, Suite 625, Milwaukee, WI 53224

2. PHARMACY PROVIDER INFORMATION

Pharmacy Provider shall ensure that Pharmacy Provider’s information (including a complete list of Pharmacy Provider locations, including addresses, phone numbers, hours of operation, related services, NCPDP number, NPI number, license numbers, etc.) is accurate and up to date with Trinity, and shall promptly provide Trinity with written updates thereto. Within five (5) business days of Trinity’s request, Pharmacy Provider shall (i) validate in writing to Trinity that the Pharmacy Provider information on file with Trinity is accurate and complete or (ii) provide in writing updated information to Trinity such that the information on file with Trinity is made accurate and complete, all of which shall be submitted in a format reasonably acceptable to Trinity.

Trinity may rely on the information contained in the National Council of Prescription Drug Plans (“NCPDP”) database and the National Plan and Provider Enrollment System (“NPPES”) database, including for purposes credentialing, re-credentialing, and directories. Pharmacy Providers shall ensure that all data in the NCPDP and NPPES databases regarding Pharmacy Provider is accurate and complete (all fields completed), and must notify and submit all changes to NCPDP and NPPES immediately, in order to ensure timely processing. Failure to ensure accurate and complete information regarding Pharmacy Provider in the NCPDP and NPPES databases may result in suspension or termination.

3. CREDENTIALING AND RE-CREDENTIALING

Credentialing and re-credentialing initiatives exist to ensure that Pharmacy Providers abide by the criteria established by Trinity as well as governmental regulations and standards. Trinity has the right to determine whether Pharmacy Provider meets and maintains the appropriate credentialing standards to participate as a Pharmacy Provider in Trinity’s network(s). Pharmacy Provider will participate in and satisfy credentialing and re-credentialing criteria established by Trinity during the term of this Agreement. Pharmacy Provider shall complete all credentialing and re-credentialing documentation and timely provide to Trinity the

documentation related thereto as required by Trinity. In connection with re-credentialing initiatives, which may include the same requirements as initial credentialing, Trinity may also consider (among other things) any Eligible Person complaints, quality improvement review studies, utilization management review studies, pharmacy audits, and customer satisfaction surveys.

Without limiting the generality of the foregoing, Pharmacy Provider represents and warrants and agrees that it does and shall continue to meet the following requirements.

3.1 Licensure. Pharmacy Provider represents and warrants that it and its pharmacists, technicians, and any other clinical staff have and shall maintain at all times during the term of this Agreement all required licenses, certifications, and/or permits required to provide the services under this Agreement to Eligible Person including but not limited to pharmacy licenses, controlled substance registration, and DEA certification (“**Licenses**”). All Licenses shall be and remain in good standing and free of disciplinary action and in unrestricted status. Pharmacy Provider shall provide copies of such Licenses, as well as Pharmacy Provider regulatory inspections (i.e., Board of Pharmacy inspection) to Trinity within five (5) business days of Trinity’s request. Pharmacy Provider shall promptly notify Trinity in writing of any changes in its License, including, but not limited to, if any License is canceled, revoked, suspended, terminated, or disciplinary action is taken or proposed by any agency responsible for oversight of Pharmacy Provider. Failure to immediately notify Trinity in writing of any such action and/or failure to maintain the required Licenses hereunder may result in immediate termination or suspension and rejection of Claims processed during the time of any such non-licensure.

3.2 Government Exclusions. Providers and their employees, contractors, and agents sanctioned by the General Services Administration (GSA), the Office of Inspector General (OIG), or other applicable regulatory body, who are not eligible to participate in Medicare, Medicaid, or other federal or state health care programs are not eligible to participate in any Trinity network or to provide Covered Pharmacy Services hereunder. Pharmacy Provider represents and warrants that it, its employees, contractors, and agents who will be administering or providing services in connection with this Agreement have not been excluded from participation in federal or state health care programs and are not the subject of any pending exclusion proceedings. In the event Pharmacy Provider or its employees, contractors, or agents administering or providing services in connection with this Agreement is charged with a crime relating to healthcare or is facing a proposed debarment, exclusion, or other similar adverse action, Pharmacy Provider shall immediately remove any such entity or individual from responsibility for, or involvement in, administering or providing services to Trinity under the Agreement and shall take appropriate corrective actions. Pharmacy Provider will promptly notify Trinity in writing if it or any of its employees, contractors, and agents administering or providing services in connection with this Agreement becomes excluded from participation in a federal or state health care program. Exclusion from participation in a federal or state health care programs and/or failure to immediately notify Trinity in writing of any such exclusion will result in immediate termination and rejection of Claims processed during the time of such exclusion.

3.3 Liability Insurance. Pharmacy Provider will maintain premises and professional liability insurance in coverage amounts appropriate for the size and nature of Pharmacy Provider’s facility and health care activities, and in compliance with Laws, but which in no case shall be less than \$1,000,000 per occurrence and \$3,000,000 in aggregate. If the coverage is claims made or reporting, Pharmacy Provider agrees to purchase similar “tail” coverage upon termination of the Pharmacy Provider’s present or subsequent policy. Pharmacy Provider will deliver copies of such insurance policy(ies) to Trinity within five (5) business days of a written request by Trinity. Pharmacy Provider will deliver advance written notice fifteen (15) business days before any change, reduction, cancellation, or termination of such insurance coverage. The foregoing provisions of this section will survive termination of this Agreement.

Pharmacy Provider will immediately notify Trinity in writing if its insurance is canceled, suspended, or otherwise terminated. Failure to promptly notify Trinity in writing of any such cancelation, termination, or suspension of insurance coverage and/or failure to maintain the required insurance coverage hereunder may result in immediate termination or suspension and rejection of Claims.

3.4 Malpractice and Other Actions. Pharmacy Provider represents and warrants that it does not have and has not had in the past five (5) years: (i) a malpractice claim asserted against it, a payment made by or on behalf of Pharmacy Provider in settlement or compromise of such a claim, or a payment made by or on behalf of Pharmacy Provider pursuant to a judgment rendered upon such a claim; (ii) a criminal investigation or proceeding against Pharmacy Provider; and/or (iii) a conviction of Pharmacy Provider for crimes involving moral turpitude or felonies (“**Legal Actions**”). Pharmacy Provider will give prompt written notice to Trinity of any Legal Actions now or in the future. Failure to promptly notify Trinity in writing of any such Legal Actions and/or the occurrence of a Legal Action may result in immediate termination or suspension and rejection of Claims.

3.5 Medicaid Provider Number. Pharmacy Provider represents and warrants that it will not provide services to Medicaid Eligible Persons hereunder unless and until it has provided a Medicaid Provider Number to Trinity, in which case Pharmacy Provider shall maintain at all times during the term of this Agreement such Medicaid Provider Number (in good standing and free of disciplinary action and in unrestricted status) as required by Law to provide services under this Agreement to Medicaid Eligible Persons. Pharmacy Provider shall provide copies of such Medicaid Provider Number certification to Trinity within five (5) business days of Trinity’s request. Pharmacy Provider will promptly notify Trinity in writing of any changes in its Medicaid Provider Number licensure status, including, but not limited to, if it is canceled, revoked, suspended, terminated, or disciplinary action is taken or proposed by a regulatory agency against such Medicaid Provider Number. Failure to immediately notify Trinity in writing of any such action and/or failure to maintain the required Medicaid Provider Number hereunder may result in immediate termination or suspension from the network and rejection of Claims.

3.6 Primary Source Verification. Pharmacy Provider acknowledges and agrees that its information may be searched through public databases and information sources to verify its Provider Information and credentialing/re-credentialing information, including various federal and state databases, data available through disciplinary and licensing boards and court systems, through insurance companies, regulator exclusion lists, etc. Pharmacy Provider consents to the inspection and release of all Provider Information by Trinity and authorizes anyone in possession of Provider Information and/or other information or documentation required by Trinity for evaluation of Pharmacy Provider’s credentialing and re-credentialing, including qualifications and competence, to release such information to Trinity for use in its credentialing and re-credentialing activities. Trinity’s right to conduct this primary source verification does not limit or reduce Pharmacy Provider’s obligations hereunder to timely report and update such information to Trinity as set forth herein.

3.7 Onsite Reviews. Pharmacy Provider acknowledges and agrees that Trinity or its designee may schedule an onsite visit or may show up announced at Pharmacy Provider pharmacy location to verify information provided in connection with the credentialing and re-credentialing processes, and to ensure that Pharmacy Provider continues to meet Trinity’s standards, including safety, cleanliness, patient confidentiality, access standards, etc.

3.8 Prior Participation or Application. Pharmacy Provider acknowledges and agrees Pharmacy Provider shall not meet the credentialing requirements and will not be eligible to participate in Trinity’s networks for five (5) years post-termination in the event this Agreement is terminated for cause. This section will survive termination of this Agreement.

4. PHARMACY STANDARDS

4.1 Standard of Care. Pharmacy Provider agrees to provide Covered Pharmacy Services within the scope of Pharmacy Provider's business and license. Pharmacy Provider will ensure all services and interactions with Eligible Persons are at a level of care and competence that equals or exceeds generally accepted and professionally recognized standards of practice, rules, standards of professional conduct, and Laws.

4.2 Professional Judgment. Nothing in the Agreement (including this Manual) is intended to limit a pharmacist's professional judgment. Pharmacy Provider and its pharmacists shall exercise sound professional judgment at all times when providing Covered Pharmacy Services to Eligible Persons. No provision of the Agreement shall be construed to require any pharmacist to dispense any medication or specific type of medication to any Eligible Person if, in the pharmacist's reasonable professional judgment, such medication should not be dispensed to such Eligible Person. In the event Pharmacy Provider in its professional judgment reasonably believes that the initiation or continuation of any one or more Covered Pharmacy Services to a Eligible Person is not warranted by an 'Eligible Person's physical condition, Pharmacy Provider may exercise its reasonable professional judgment to decline the provision of Covered Pharmacy Services to the Eligible Person and shall promptly notify the referring physician and Trinity in writing of such decision. If Pharmacy Provider is exercising its professional judgment (which it is required to do under Law), Pharmacy Provider may be subject to liability if it was not a proper exercise of its professional judgment. Pharmacy Provider shall be solely responsible for its professional services rendered.

4.3 Non-Discrimination. Pharmacy Provider will not differentiate or discriminate in providing Covered Pharmacy Services because of race, color, religion, national origin, ancestry, age, sex, marital status, sexual orientation, physical, sensory or mental handicap, socioeconomic status, any protected class under applicable Law, and/or participation in publicly financed programs of health care services. Pharmacy Provider will provide Covered Pharmacy Services in the same location, in the same manner, in accordance with the same standards, and within the same time and availability, to all Eligible Persons.

4.4 Cultural Competency and Disabilities. Pharmacy Provider acknowledges and agrees that racial, ethnic, and cultural differences between Pharmacy Provider and Eligible Persons and Eligible Persons with disabilities shall not be permitted to present barriers to accessing and receiving quality health care. Without limiting the generality of the foregoing: (i) Pharmacy Provider shall provide Covered Pharmacy Services to Eligible Persons, including patient counseling, in a culturally competent manner; (ii) Pharmacy Provider shall have resources available to help Eligible Persons with limited or no English proficiency; and (iii) Pharmacy Provider shall comply with cultural competency plans as communicated to the Pharmacy Provider by Trinity. Further, Pharmacy Provider shall ensure that Eligible Persons with disabilities have effective communications, including ordering capabilities and patient counseling. Pharmacy Provider shall demonstrate consistency in providing quality care across a variety of races, ethnicities, and cultures, as well as disabilities.

4.5 Relationship between Pharmacy Provider and Eligible Persons. The relationship between Pharmacy Provider and Eligible Persons is that of healthcare provider and patient. Pharmacy Provider shall perform all professional and other services required to be provided under this Agreement and shall be free to exercise its own professional judgment on all questions of professional practice.

5. PHARMACY SERVICES AND OPERATIONS

5.1. Valid Prescription. Prior to dispensing a Covered Pharmacy Service to a Eligible Person, Pharmacy Provider shall ensure that the prescription is valid, dated, and signed by a licensed prescriber.

5.2. Verification of Eligible Person Eligibility. Prior to dispensing Covered Pharmacy Services or submitting a Claim for Covered Pharmacy Services, Pharmacy Providers shall verify the Eligible Person's name, date of birth, allergy, demographic information (e.g., address, telephone number), and eligibility information.

Pharmacy Provider is responsible for ensuring that claims eligible for coverage under Medicare Part A or Part B are not adjudicated under Medicare Part D. Pharmacy Providers that serve LTC facilities are required to determine potential Medicare Part A eligibility information with their contracted LTC facilities. If a Pharmacy Provider mistakenly bills Medicare Part D for a drug where coverage is available under Medicare Part A or Part B, the Pharmacy Provider must reverse the identified claim(s) and resubmit the Eligible Person's correct Medicare Part A or Part B coverage.

When a Pharmacy Provider submits a Claim using a Eligible Person's eligibility information which does not match the eligibility information available for that Eligible Person in the Online Claim System, the Claim will be rejected and the Pharmacy Provider will receive a denial message. Upon receipt of a denial message, Pharmacy Provider must verify eligibility information with the Eligible Person to ensure that Pharmacy Provider has the correct information. If correct, Pharmacy Provider is encouraged to contact a customer services representative at Trinity to clarify any discrepancies in eligibility information. Until the discrepancies are corrected, the Eligible Person's Claims will continue to reject. Moreover, Pharmacy Provider should advise the Eligible Person to contact and inform their plan of the incorrect eligibility information and request that the information be corrected.

5.3. Dispensing. Pharmacy Provider shall dispense Covered Pharmacy Services (including where appropriate and required, a temporary supply of Covered Pharmacy Service(s)), in accordance with the prescription order, this Agreement, the applicable Benefits (including the utilization management restrictions associated with the applicable formulary), all applicable Laws, manufacturer recommendations, and the standards of professional conduct and practice prevailing in the community, and in a culturally competent manner.

5.4. Participating Pharmacy Provider-Eligible Person Communication. Trinity encourages open Pharmacy Provider-Eligible Person communication regarding medical necessity, appropriate treatment, and care. Pharmacy Provider is free to communicate all treatment options to Eligible Persons regardless of limitations on Covered Pharmacy Services.

5.5. Pharmacist Access. Eligible Person must have access to a pharmacy-employed pharmacist twenty-four (24) hours a day, seven (7) days a week via phone, pager, or answering service/machine.

5.6. Vaccine Administration. Not all plans cover vaccines or all vaccines depending on applicable coverage rules. In the event vaccines are a Covered Pharmacy Service for an Eligible Person, Pharmacy Provider may dispense and administer vaccines to the extent permitted by Law and the applicable plan. Pharmacy Provider shall submit Claims for such vaccine dispensing and administration through the Online Claim System as a single Claim in accordance with the Claims Submission section of this Manual. Pharmacy Provider will abide by all applicable Laws in accordance with the delivery of vaccine services.

5.7. Coordination of Benefits ("COB"). Pharmacy Provider shall ask Eligible Persons to identify all sources of coverage for the Covered Pharmacy Service (e.g., all sources of insurance or benefits), including requesting the Eligible Person's most current coverage information from all sources. Pharmacy Provider is responsible for coordinating benefits with health insurance organizations and/or issuers in the event a Eligible Person has coverage under more than one insurance or plan of any type and shall bill the appropriate plan(s).

5.8. Fills and Refills. Pharmacy Provider shall fill and refill Covered Pharmacy Services only when there is a valid prescription order and then in accordance with Law, plan requirements, and the Agreement. Pharmacy Provider shall not process a fill or refill for a prescription for a Eligible Person unless and until such fill or refill has been requested or authorized by the Eligible Person. Pharmacy Provider shall maintain documentation of such request/authorization by the Eligible Person. Without limiting the generality of the foregoing, this requirement shall apply regardless of whether the prescription order was received by Pharmacy Provider from the Eligible Person or by a transfer of the prescription order from another provider – both the transferring pharmacy and the receiving pharmacy are responsible for ensuring such authorizations are obtained and for maintaining such documentation. For avoidance of doubt, failure to obtain and maintain such documentation shall be grounds for rejection of the Claim(s), suspension, and/or termination.

5.9. Drug Products. All drug products utilized in providing Covered Pharmacy Services to Eligible Persons must be in compliance with applicable Laws, including those of the Federal Food and Drug Administration (“FDA”). Pharmacy Provider shall adhere to appropriate quality controls to prevent the dispensing of counterfeit prescription drugs and drugs illegally imported from foreign countries and shall guarantee distribution channel integrity.

5.10. Drug Recalls. Pharmacy Provider shall have and adhere to a reliable product recall policy and procedure.

5.11. Drug Inventory. Pharmacy Provider shall use best efforts to maintain an adequate supply of drugs, devices, supplies, equipment, and other items to provide Covered Pharmacy Services.

5.12. Facilities, Equipment, and Personnel. Pharmacy Provider’s facilities, equipment, personnel, and administrative services will be at a level and quality necessary to perform Pharmacy Provider’s duties and responsibilities under this Agreement and to comply with Laws.

5.13. Subcontractors. Pharmacy Provider shall not subcontract for another pharmacy to perform pharmacy services hereunder.

5.14. Offshore Operations. Pharmacy Provider shall not perform or subcontract any activities under or in connection with this Agreement at a location outside of the United States or one of the United States territories without the prior written approval of Trinity.

5.15. Benefit File Changes. Pharmacy Provider must communicate changes for current populations in the following fields: (i) Formulary ID and (ii) Trinity validation of membership if changing more than 10%.

6. CLINICAL PROGRAMS AND SERVICES

Pharmacy Provider shall support all clinical programs and services of Trinity and applicable plans, including providing Trinity any and all reasonably available information that Trinity requires to perform such clinical programs and services hereunder. Without limiting the generality of the foregoing, Pharmacy Provider agrees as follows:

6.1 DUR and Patient Counseling. Inappropriate drug therapy can cause Eligible Person injury and/or death and can lead to additional health care costs. In an effort to reduce the number of situations where an Eligible Person may receive inappropriate drug therapy, Trinity provides a concurrent

drug utilization review (“DUR”) program that detects potential therapeutic issues and/or drug interaction at the point of sale, and through the Online Claim System electronically alerts the Pharmacy Provider of such potential therapeutic issues or drug interactions. When dispensing a Covered Pharmacy Service, Pharmacy Provider shall: (i) provide appropriate drug product consultation and counseling; (ii) obtain and respond to all processing messages sent via the Online Claim System; (iii) review and consider all DUR messages sent via the Online Claim System (Pharmacy Provider shall not block or restrict DUR messages from being received for review at the point of sale); and (iv) use its independent professional judgment in responding to such DUR messages. Pharmacy Provider acknowledges and agrees: (a) that the usefulness of DUR and other formulary information provided via the Online Claim System is necessarily limited by the amount of patient information input into the Online Claim System as a result of Claims processing and the thoroughness and accuracy of industry information and information provided by third parties; (b) DUR messages and formulary information are intended as an aid to, and not a substitute for, the knowledge, expertise, skill, and judgment of prescribers, Pharmacy Provider, pharmacists, and other health care professionals; (c) Pharmacy Provider, pharmacists, prescribers, and other health care professionals are responsible for acting or not acting upon DUR information generated and transmitted via the Online Claim System; (d) Trinity does not control the health care decisions made or actions taken by Pharmacy Provider, pharmacists, prescribers, other health care professionals, or Eligible Persons; (e) the DUR messages and formulary information may not contain all currently available information on health care or pharmaceutical practices; (f) Trinity is not responsible for failing to include information in a DUR message or in formulary detail, for the actions or omissions of contributors of information for the DUR messages, or for misstatements or inaccuracies in industry materials utilized for DUR messages; and (g) all warranty disclaimers and exclusions made by contributors of information or data shall apply hereunder.

6.2 Prior Authorization. For some plans, certain medications, excessive quantities, excessive days’ supply, and/or unusually high cost medications may require a prior authorization (“PA”). If a medication is designated for prior authorization, the Claim will reject with an associated message sent to Pharmacy Provider via the Online Claim System, indicating that prior authorization is required. The Online Claim System response may include the online retransmission instructions and the appropriate contact information in the subsequent message. When prior authorization is required, the prescriber is required to supply additional documentation to Trinity to determine whether certain criteria are met for the drug to be covered under the Benefit. Where commercially reasonable, Pharmacy Provider shall assist in expediting the process by contacting the prescriber to inform the prescriber that prior authorization is required. If the prescriber feels the drug is medically necessary, the prescriber will need to call the number listed in the messaging to initiate a determination of coverage. Pharmacy Provider may contact the Trinity Eligible Person Help Desk at 262-607-3199 for information about the Eligible Person’s Benefit, how to contact the plan administrator in connection with the prior authorization, and for assistance at the point of sale in obtaining the prior authorization number code. Pharmacy Provider shall follow-up with prior authorizations to help ensure continuous uninterrupted therapy. In the event a prior authorization is denied, Pharmacy Provider shall assist in providing educational information and support to Eligible Persons and prescribers.

6.3 Generic Dispensing. Pharmacy Provider shall dispense a generic drug to the extent permitted by the prescription, consistent with the applicable Eligible Person’s formulary, and not otherwise prohibited by Law or the professional judgment of the dispensing pharmacist. Pharmacy Provider shall participate in Trinity and/or plan generic programs and shall use commercially reasonable efforts to fulfill such generic programs. Pharmacy Provider shall stock a sufficient amount of generic drugs coinciding with the practice of local prescribers and the Trinity and/or plan formulary(ies) or their preferred drug lists. When a multisource brand medication is dispensed, Pharmacy Provider shall submit the correct “dispense as written” code as set forth in the section of this Manual entitled Product Selection (Dispensed as Written) Codes and Descriptions.

6.4 Formulary Support. Pharmacy Provider must support all formulary initiatives and inform Eligible Persons when a non-formulary drug has been prescribed and use its best efforts to contact the prescribing physician to encourage formulary compliance. In no case is Pharmacy Provider permitted to engage in or actively support activities that are contrary to Trinity's formulary or prohibited by Law. The final choice of specific drug selection for an Eligible Person rests solely with the prescribing physician.

7. QUALITY ASSURANCE AND ELIGIBLE PERSON SAFETY

7.1 Pharmacy Quality Assurance. Pharmacy Provider shall maintain an internal quality assurance program.

7.2 Quality Improvement and Eligible Person Safety Programs. Pharmacy Provider shall provide reasonable support to Trinity in connection with Trinity's quality improvement and/or Eligible Person safety programs. Without limiting the generality of the foregoing, Pharmacy Provider shall provide reasonable support to Trinity to ensure that the most common safety issues affecting Eligible Persons can be addressed in a timely fashion, thus reducing the safety risks to which an Eligible Person is exposed.

7.3 Dispensing Errors. Pharmacy Providers shall have, implement, and maintain policies and procedures to notify patients and/or caregivers and prescribers of significant dispensing errors of clinical significance with respect to Eligible Persons under this Agreement, provide patient follow-up as needed, implement a corrective action plan.

Trinity may investigate significant medication errors of Eligible Person Pharmacy, and Pharmacy Provider shall fully cooperate in such investigation. Trinity may contact the patient/caregiver to ascertain Eligible Person's condition and his/her awareness of the medication error.

8. CLAIM SUBMISSION

8.1 Submitting a Claim. Pharmacy Provider is required to submit Claims electronically through the Online Claim System for all Covered Pharmacy Services provided to any Eligible Person. This assists with DUR efforts and is subject to audit by Trinity. If for any reason the Online Claim System is not available, Pharmacy Provider shall contact Trinity for further instructions concerning submission of the Claim. All paid and reversal transactions must be sent in NCPDP SCRIPT Standard D.0 processed through a switch and that provides real-time messaging to the Pharmacy Provider, consistent with all other third-party transactions

8.2 Transmission Capabilities. Pharmacy Provider shall provide and maintain at its expense the equipment, software, and communications network transmission capabilities necessary to submit Claims and to receive Online Claim System processing messages, including DUR messages and formulary information, from Trinity or its designee. Pharmacy Provider shall comply with all applicable requirements governing the privacy, security, and protection of data while in its custody or control or while being transmitted to Trinity. The telecommunications interface equipment and all other systems used by Pharmacy Provider shall be the responsibility of Pharmacy Provider and shall meet the minimum standards set by Trinity from time to time, and as otherwise required by applicable Law, including HIPAA. Pharmacy Provider is responsible for any claims processing fees through claims switch processors.

8.3 Time for Submission. To the extent practical, Claims must be submitted at the time of dispensing, but in no event shall Claims be submitted later than 90 days from the date of dispensing, or such shorter or longer period required by Law.

8.4 Required Submission Format. Pharmacy Provider shall transmit all Claims in accordance with the most current NCPDP specifications and requirements and such other format requirements required by Law.

8.5 Required Information. Pharmacy Provider shall submit all required information for the Claim through the Online Claim System, including: the Eligible Person's identification number, quantity of the product dispensed (meaning the exact quantity dispensed as a metric quantity without rounding using the current version NCPDP compatible software); the days' supply dispensed (meaning the number of consecutive days' supply the prescription product will last based on the prescriber's exact written directions); Pharmacy Provider's NCPDP, provider, and NPI number; the eleven (11) digit NDC of the actual bottle size, package size, or container from which the product was dispensed from Pharmacy Provider's stock; the correct DAW code in accordance with NCPDP specifications; and the valid prescriber's NPI number. If the prescriber's NPI is not available, another non-NPI identifier such as the prescriber's DEA number or the prescriber's state license number, as permitted by Law, shall be submitted.

8.6 Product Selection (Dispense as Written) Codes and Descriptions. Pharmacy Provider must submit an accurate product selection (Dispense as Written) code ("DAW code"), in accordance with NCPDP specifications. DAW code submissions may change the calculation of the Claims adjudication depending on plan specifications. Failure to submit a correct DAW code shall be grounds for reversal or rejection of the Claim(s), suspension, and/or termination. In addition, Pharmacy Provider will be liable for any miscalculations and/or adjustments resulting from incorrect submission of a DAW code. The following must be followed in selecting the appropriate DAW code:

0 – No Product Selection Indicated: This is the field default value appropriately used for prescriptions where selection is not an issue. Examples include prescriptions written for single source brand products and prescriptions written using the generic name and a generic product is dispensed.

1 – Substitution Not Allowed by Prescriber: This value is used when the prescriber indicates, in a manner specified by prevailing Law, that the product is to be "Dispensed as Written".

2 – Substitution Allowed – Patient Requested Product Dispensed: This value is used when the prescriber has indicated, in a manner specified by prevailing Law, that generic substitution is permitted and the patient requests the brand product. This situation can occur when the prescriber writes the prescription using either the brand or generic name, and the product is available from multiple sources.

3 – Substitution Allowed – Pharmacist Selected Product Dispensed: This value is used when the prescriber has indicated, in a manner specified by prevailing Law, that generic substitution is permitted and the pharmacist determines that the brand product should be dispensed. This can occur when the prescriber writes the prescription using either the brand or generic name, and the product is available from multiple sources.

4 – Substitution Allowed – Generic Drug Not in Stock: This value is used when the prescriber has indicated, in a manner specified by prevailing Law, that generic substitution is permitted and the brand product is dispensed since a currently marketed generic is not stocked in the pharmacy. This situation exists due to the buying habits of the pharmacist, not because of the unavailability of the generic product in the market place.

5 – Substitution Allowed – Brand Drug Dispensed as Generic: This value is used when the prescriber has indicated, in a manner specified by prevailing Law, that generic substitution is permitted, and the pharmacist is utilizing the brand product as the generic entity.

6 – Override: This value is used by various Claims processors in very specific instances, as defined by the Claims processors and/or its client(s).

7 – *Substitution Not Allowed – Brand Drug Mandated By Law*: This value is used when the prescriber has indicated, in a manner specified by prevailing Law, that generic substitution is permitted, but prevailing Law or regulation prohibits the substitution of a brand product even though generic versions of the product may be available in the marketplace.

8 – *Substitution Allowed – Generic Drug Not Available in Marketplace*: This value is used when the prescriber has indicated, in a manner specified by prevailing Law, that generic substitution is permitted and the brand product is dispensed since the generic is not currently manufactured, distributed or is temporarily unavailable.

9 – *Substitution Allowed – Plan Requests Brand*: This value is used when the prescriber has indicated, in a manner specified by prevailing law, that generic substitution is permitted, but the plan’s formulary requests the brand product.

8.7 Accurate Claim Submission. Each Claim submitted by Pharmacy Provider will constitute a representation by Pharmacy Provider to Trinity that the Claim was supported by a valid prescription, that the Covered Pharmacy Service was provided to the Eligible Person, and that all information transmitted in the Claim is accurate and complete.

8.8 Reversing a Claim. In the event that a Covered Pharmacy Service is not received by an Eligible Person, Pharmacy Provider shall electronically submit a Claim reversal through the Online Claim System within the same cycle in which the Claim was originally submitted.

8.9 Rejected Claims. Rejected Claims may be resubmitted in the same manner as the original Claim with corrected information. Some plans may allow Eligible Persons to secure an early refill of Covered Pharmacy Services under certain circumstances (e.g., vacation overrides, spilled or lost medications). If the Claim rejects as an early refill or exceeds plan limitations, Pharmacy Provider shall contact Trinity Help Desk at 262-607-3199 for coverage verification. If the plan allows for an early refill under the particular circumstances, the representative from the call center will issue the appropriate prior authorization number so that the Claim can be processed.

8.10 Partial Fill Transaction Claims. Partial fill Claims occur when a Pharmacy Provider attempts to fill a prescription and determines that there is not enough of the Covered Pharmacy Service in stock to provide the entire prescribed quantity/days’ supply.

8.11 Compound Claims. Pharmacy Providers are prohibited from submitting Claims for compounds without a valid prescription. Evidence that Pharmacy Provider is manufacturing compounds without a valid prescription will be cause for reversal of applicable Claim(s), suspension, and/or termination. Covered Pharmacy Services which are compounds must be submitted to Trinity using the NDC of the most expensive legend drug. Compounds must contain at least one ingredient that is a legend drug, the compound indicator field must indicate that the Claim is for a compound, and the appropriate fields in the compound segment must be completed. If an excluded or non-PDL agent is included in the compound, the Claim will reject for “invalid compound” and shall be subject to prior authorization.

8.12 E-Prescribing. Pharmacy Provider shall support and comply with all electronic prescription standards, requirements, and guidance adopted by CMS, the federal Drug Enforcement Administration, and other federal and state government agencies, and as otherwise required by Law, as may be amended from time to time. Without limiting the generality of the foregoing, in addition, Pharmacy Provider shall ensure that all electronic prescription Claims include Pharmacy Provider’s and the prescribers’ NPIs (if the prescriber’s NPI is not available, another non-NPI identifier such as the

prescriber's DEA number or the prescriber's state license number, as permitted by state Law, must be included).

8.13 Medical Claim Scrub Requirements Parameters. Claims must have a valid pharmacy NCPDP.

9. DOCUMENTATION AND RECORDS

This Section 9 will survive the termination of the Agreement.

9.1 Documentation To Be Retained. Pharmacy Provider must maintain accurate, complete, up-to-date, and otherwise in conformance with generally accepted standards and good pharmacy practice, documents and records related to this Agreement, including but not limited to credentialing, the submission of Claims, and the provision of Covered Pharmacy Services to Eligible Persons. Such documents and records include, but are not limited to:

- Pharmacy licensure
- Original prescriptions, which must include: Full name of the patient for whom the prescription was written by the prescriber and the address at which the patient resides; Full name, address, and telephone number of the prescriber; Name, quantity, and strength of the medication prescribed; Specific dosage directions; generic substitution instructions (if applicable); Notation when patient requests that a multisource brand medication be dispensed; Refill instructions; Miscellaneous or other information as required in accordance with applicable Law(s); Prescription hard copies for insulin and diabetic supplies must contain complete documentation of items, quantities dispensed, and directions for use
- Signature and/or electronic tracking logs
- Daily prescription logs
- Wholesaler, manufacturer, and distributor invoices, proof of invoice payment, and pedigrees
- Documentation of any transfer of prescription inventory between Pharmacy Provider locations
- Fill and refill information, including Eligible Person authorization or consent for filling prescription
- Documentation noting reason for refilling a prescription early (e.g., lost prescription, therapy change, vacation supply, etc.)
- Documentation noting reason for dispensing less than amount prescribed
- Prescriber information
- Patient profiles/prescriber orders
- Documentation of Eligible Person's request for a multi-source brand medication
- When a prescription refill is transferred between two pharmacies, both pharmacies must record the transaction; the receiving pharmacy must record the identity and location of the sending pharmacy, the date of the original prescription, and the original prescription number; the sending pharmacy must record the date of transfer, the identity and location of the receiving pharmacy, and all other information required by Law
- For compound Claims, the compound recipe worksheet, which must identify the compound formula, the NDC, name, and metric quantity of each medication/ingredient used to prepare the compound, along with all other information required by Law
- Documentation of any changes or additions to the original prescription, including but not limited to revisions to the medication's strength, daily dosage, quantity of medication prescribed, refill authorization, or generic substitution instructions, including the date and name of the person at the prescriber's office who authorized the change
- Quality assurance plans and dispensing procedures

- Eligible Person consent forms associated with the dispensing or administration of vaccines and vaccine administration records
- For Covered Pharmacy Services dispensed to an Eligible Person in a long term care facility, the level of service (skilled nursing, assisted living facility, etc.) provided to the Eligible Person must be documented

9.2 Time Period of Retention and Accessibility. Pharmacy Provider must maintain such documents and records in a readily obtainable location for a period of six (6) years, or such longer period required by applicable Law, from the date of Claim submission or service or such longer period as required by Law. Pharmacy Provider understands that it is subject to various record retention requirements set forth by Law including, but not limited to, State Board of Pharmacy requirements relative to discontinuance of business, change of ownership, and acquisition of new business. Pharmacy Provider agrees to abide by and assumes all responsibility and liability for its failure to comply with any such requirements related to the retention of documents and records pertaining to the provision of Covered Pharmacy Services to Eligible Persons.

9.3 Missing Prescription Records/Documentation and Prescriber Denials. In the event Pharmacy Provider is unable to provide a copy of a prescription order to support a Claim, the only documentation that will be accepted to support the Claim is an original letter on the prescriber's letterhead or on the prescriber's prescription form that includes all information needed on a valid prescription (including specific directions). In the event a prescriber denies having written a prescription order provided by Pharmacy Provider in support of a Claim, the only documentation that will be accepted to support that Claim is an original letter on the prescriber's letterhead attesting that the prescriber was in error when he/she denied having written the prescription and attesting to the prescription written/provided. Pharmacy Provider generated documentation (e.g., Pharmacy Provider written letters, Pharmacy Provider written telephone prescriptions, Pharmacy Provider generated faxed refill requests) will not be accepted when a Pharmacy Provider has been unable to provide a copy of a prescription order at the time of the request and/or when a prescriber has denied writing the prescription order. Failure to have and maintain prescription order documentation shall be grounds for reversal of the Claim(s), suspension, and/or termination.

10. AUDIT POLICY

This section will survive termination of this Agreement.

10.1 Audit Rights. Upon reasonable prior notice to Pharmacy Provider, during the term of the Agreement and for six (6) years following expiration or termination of the Agreement for any reason, or such longer period as required by applicable Law, Trinity or its authorized agent, shall have the right to audit, inspect, review, and verify any and all records relating to the Agreement and any Claim or other transaction made or required to be made under the Agreement, whether approved, denied, or reversed. Trinity will be entitled to obtain and make copies of any records or part thereof, for the purposes of carrying out the review or audit, and Pharmacy Provider shall cooperate and extend all reasonable and necessary support to Trinity to facilitate the review or audit. Trinity may appoint an external auditor to conduct any such review or audit on Trinity's behalf.

10.2 Audit Types. Without limiting Trinity's rights under Section 10.1 above, Trinity may audit Pharmacy Provider in one or more of the following ways.

- *Telephone Inquiries.* Trinity may monitor Claims data for reasonableness and potential billing errors on a real time or daily basis. If a discrepancy is found, a representative will contact Pharmacy Provider via telephone to inquire about, validate, and help resolve the discrepancy. Most of these discrepancies

can be addressed and validated over the telephone and resolved through a Claim reversal and resubmission.

- *Investigational (Desk-Top) Audits.* In connection with an investigational (desk-top) audit, Pharmacy Provider is contacted via telephone or mail, and asked to provide photocopies of specific documents and records related to Claims submitted by Pharmacy Provider to Trinity during a specified period.
- *On-site Audits.* In connection with an on-site audit, the auditor will notify Pharmacy Provider of a scheduled date and time auditor will be at Pharmacy Provider's location in order to review specific documents and records related to Claims submitted by Pharmacy Provider to Trinity, and generally review operations and other matters related to Pharmacy Provider's compliance with the Agreement and applicable Law.

10.3 Auditable Documents and Records. Pharmacy Provider will allow Trinity, governmental agencies, and/or their representatives or agents access to examine, audit, and copy any and all records deemed necessary by the auditor to determine compliance with the terms of the Agreement. Documents and records must be readily accessible. Pharmacy Provider must give auditors access to examine and copy any and all documents and records that the auditor deems necessary to determine whether Pharmacy Provider is compliant with the provisions and terms set forth in Agreement. Such documents and records may include, but are not limited to, all documents set forth in the Documentation and Records Section of this Manual.

If a Pharmacy Provider processes LTC facility claims, the following additional information may also be requested:

- Demographic information of any LTC facility serviced by the Pharmacy Provider during the period under audit or investigation.
- Medication administration records of the Pharmacy Provider and the LTC facility.
- LTC facility census information for the Eligible Person during the audit or investigation that provides information on Medicare Part A stays.

10.4 Audit Access. Upon reasonable prior notice to Pharmacy Provider, during regular business hours, Pharmacy Provider shall provide auditors with reasonable access to Pharmacy Provider's pharmacy premises and all required documentation and records, and must make available to the auditor a clutter free work area, located away from the busiest area of the pharmacy, but with ease of access to the documents and records that are required for the audit. If the auditor is denied admission to Pharmacy Provider's premise and/or if Pharmacy Provider does not timely present requested documentation and records, Trinity may deem 100% of the Claims to be audited as noncompliant. Pharmacy Provider acknowledges and agrees that failure to timely comply with access to the provider facilities, requests for documentation, and/or records requested by Trinity and/or its authorized agents shall constitute a material breach of this Agreement. Pharmacy Provider must maintain proper staffing on the scheduled audit date to ensure that Pharmacy Provider is reasonably available for questions and the retrieval of information. Pharmacy Provider authorizes the release of information deemed necessary to determine Pharmacy Provider's compliance with the Agreement to appropriate agencies and parties, including governmental agencies, wholesalers, professional review organizations, and other such parties as requested by the aforementioned agencies and parties, or by Trinity.

10.5 Signature Log. Unless otherwise agreed to in writing by Trinity, Pharmacy Provider shall have and maintain a signature log that contains all information required by Trinity and applicable Law, and as otherwise necessary so as to be consistent with industry standards. At a minimum, the information must

include the date the prescription was picked up by the Eligible Person or his/her representative, the prescription number, and the signature of the Eligible Person to whom the prescription was dispensed or his/her representative.

For each Covered Pharmacy Service dispensed to an Eligible Person and each Claim adjudicated through the Online Claim System, Pharmacy Provider must obtain the signature of the Eligible Person (or his/her authorized representative) on the signature log to record verification that the Covered Pharmacy Service was received, and that the Eligible Person (or his/her authorized representative) has read and agrees with the certification statement (NCPDP-approved patient disclaimer).

The signature log must be maintained in date order and readily accessible. Failure to provide a signature log in connection with a Claim submitted to Trinity shall be grounds for reversal and/or rejection of the Claim(s), suspension, and/or termination.

10.6 Wholesaler, Manufacturer, and Distributor Invoices. Wholesaler, manufacturer, and distributor invoices must be readily accessible to substantiate that the drugs dispensed were purchased from an authorized source. Trinity may request that Pharmacy Provider authorize all of Pharmacy Provider's wholesalers, manufacturers, and distributors to release corresponding purchase invoices to Trinity to facilitate the purchase verification process. Pharmacy Provider must promptly comply with such requests. If Pharmacy Provider fails to promptly provide such authorization, Trinity may deem 100% of the Claims to be audited as noncompliant.

10.7 Audit Resolution. If discrepancies are found during an audit, Trinity will send Pharmacy Provider a report listing all of the discrepancies along with documentation guidelines that show how to address a discrepancy and validate the Claims in question. Pharmacy Provider must respond to Trinity in writing within 30 days with proper supporting documentation for the Claims in question. Documentation must be mailed to Trinity via certified mail, Federal Express, United Parcel Service, or any other certified carrier, and must be received by the final due date specified by Trinity.

Participating Pharmacy audit results may be considered for purposes of reviewing Pharmacy Provider's compliance with the Agreement and applicable Law in connection with Pharmacy Provider's continuing eligibility to participate in Trinity or individual plan networks. Pharmacy Provider expressly acknowledges that it has the opportunity to appeal initial audit results during the audit process, and that such appeal right satisfies any contractual or legal right Pharmacy Provider may have to cure prior to termination. Thus, in the event Trinity determines that audit results warrant Pharmacy Provider's termination from any or all networks, to the extent not prohibited by Law, that determination shall be final and Pharmacy Provider's participation in Trinity and/or plan network(s) may be terminated without any other or further cure period.

Trinity may report its audit findings to appropriate governmental entities, regulatory agencies, and professional review and audit organizations.

11. ADVERTISING/PROMOTIONS/DIRECTORIES

Pharmacy Provider must not use words, symbols, trademarks, or service marks which Trinity uses, in advertising or promotional materials or otherwise, and Pharmacy Provider must not advertise or publicly display that it is a Pharmacy Provider without the prior written consent of Trinity. To the extent any advertising or promotion is approved by Trinity, Pharmacy Provider must immediately cease any and all usage of such upon termination of this Agreement

Pharmacy Provider consents to the use by Trinity of Pharmacy Provider's name and other identifying information (i.e., logo, address, telephone number, hours of operation, etc.) for Pharmacy Provider and each

of its pharmacy locations, if applicable, in provider directories and databases and/or other miscellaneous publications for marketing and/or administration, including for distribution and use by Eligible Persons, plans, prospective members, and governmental authorities. Trinity may specially designate providers that participate in performance initiatives and other preferred arrangement with Trinity in such directories, databases, and/or other miscellaneous publications for marketing and/or administration.

12. COURT ORDERS, SUBPOENAS, OR GOVERNMENTAL REQUESTS

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

If Pharmacy Provider receives a court order, subpoena, or governmental request relating to Trinity, Pharmacy Provider shall promptly notify Trinity in writing of such court order, subpoena, or request, unless otherwise prohibited by Law.

This section will survive termination of this Agreement.

13. ELIGIBLE PERSON GRIEVANCES, COMPLAINTS, AND INQUIRIES

Pharmacy Provider will participate in good faith and comply with Trinity's Eligible Person grievance program, and will cooperate with Trinity in identifying, processing, and promptly resolving Eligible Person grievances, complaints, and inquiries, including providing Trinity with documentation and information related thereto as it relates to Pharmacy Provider. Pharmacy Provider shall maintain logs of all Eligible Person grievances, complaints, and inquiries, including the number, type, substance of grievance/complaint/inquiries, and date of resolution.

14. PHARMACY GRIEVANCES AND APPEALS

In the event Pharmacy Provider has a grievance with Trinity, Pharmacy Provider shall contact the Trinity Help Desk at 262-607-3199, and shall advise the customer service representative that Pharmacy Provider has a grievance. If the customer service representative is unable to resolve the grievance with Pharmacy Provider, Pharmacy Provider can ask to be referred to the manager, who also will make efforts to resolve the grievance. If the manager is unable to resolve the grievance with Pharmacy Provider within 30 days of the call, Trinity will thereafter provide to Pharmacy Provider a grievance acknowledgement letter, along with a description of the formal grievance procedures. The acknowledgment letter will include a description of the issue, a description of the formal grievance procedure, a description of the appeal procedures, along with relevant time frames. If Pharmacy Provider submits a formal written grievance, upon receipt of the formal written grievance from Pharmacy Provider, Trinity will have 30 days (or such shorter period required by Law) to investigate and inform Pharmacy Provider of the outcome/final decision of the issue ("resolution letter"). The resolution letter will include a description of the appeal procedures and relevant time frames related thereto. If Pharmacy Provider appeals the final decision in the resolution letter, upon receipt of the formal written appeal from Pharmacy Provider, Trinity will conduct a thorough investigation and provide a letter to Pharmacy Provider, informing Pharmacy Provider of the final decision on the appeal, including a statement of specific medical, clinical, and/or contractual criteria used to make the final appeal decision.

15. COMPLIANCE REQUIREMENTS

15.1 Fraud and Abuse Reporting. Pharmacy Provider will comply with Laws related to fraud, waste, and abuse. Pharmacy Provider will establish and maintain policies and procedures for identifying and investigating fraud, waste, and abuse. In the event Pharmacy Provider discovers an occurrence of fraud, waste, or abuse related to this Agreement, Pharmacy Provider will promptly notify Trinity in writing. Pharmacy Provider will participate in investigations conducted by Trinity or by state or federal agencies. Pharmacy Provider acknowledges that Trinity may report potential fraud involving Pharmacy Provider to federal and/or state agencies or their designees. This section will survive termination of this Agreement.

15.2 Corrective Action Plans. In the event deficiencies are identified in Pharmacy Provider's compliance with this Agreement, upon Trinity's request, Pharmacy Provider shall provide Trinity with a written corrective action plan acceptable to Trinity within ten (10) days. Pharmacy Provider shall immediately implement the corrective action plan and shall provide Trinity with the status of the corrective action plan on a regular basis and upon Trinity's request. Notwithstanding the foregoing, Trinity and state and federal regulators routinely monitor the level, manner, and quality of Covered Pharmacy Services provided as well as Pharmacy Provider's compliance with this Agreement. If a deficiency is identified, Trinity or regulator, in its sole discretion, may choose to issue a corrective action plan to Pharmacy Provider. Pharmacy Provider is required to accept and implement such corrective action plan. Pharmacy Provider is not entitled to a corrective action plan prior to any suspension or termination of this Agreement.

15.3 Time Periods. With respect to the various time periods and deadlines that are referenced in the Agreement (including the Manual), the parties acknowledge and agree that to the extent a different time period and/or deadline is mandated by Law, such time period and/or deadline mandated by Law shall apply.

16. SUSPENSIONS AND TERMINATIONS

The following are in addition to the suspension and termination rights set forth elsewhere in the Agreement:

16.1 Pharmacy Provider Suspension. In addition to all other rights and remedies (including termination rights), Trinity may suspend any and/or all obligations of Pharmacy Provider under and in connection with this Agreement immediately and/or may suspend Pharmacy Provider's participation under this Agreement and/or in any or all network(s) upon written notice to Pharmacy Provider in the event: (a) any one or more of the conditions set forth in the above-section entitled "Immediate Termination" occur; (b) Pharmacy Provider has breached any provision of the Agreement; (c) Trinity determines that Pharmacy Provider has submitted suspicious Claims; (d) prescriber denies having written a prescription in connection with a Claim submitted by Pharmacy Provider (regardless of whether or not the Claim is approved); (e) Eligible Person reports that he/she did not authorize the fill or refill by Pharmacy Provider; (f) Pharmacy Provider misfills a prescription for an Eligible Person; (g) Pharmacy Provider fails to respond to an audit request; (h) Pharmacy Provider fails to timely provide Trinity with documentation requested by or for governmental agencies; and/or (i) Pharmacy Provider is under review for termination by Trinity and Trinity determines that continuing to allow Pharmacy Provider to provide Covered Pharmacy Services to Eligible Persons during the review period would pose a risk to Eligible Persons, Trinity, or plans. The suspension shall be limited in duration to the time necessary for Trinity to complete its investigation or any pending termination review. These rights and remedies are in addition to any and all other rights and remedies that may be available to Trinity under the Agreement or at Law or equity.

16.2 Transition of Care upon Termination. In the event of termination of this Agreement or in the event of Pharmacy Provider's termination from a particular network, it is understood and agreed that Pharmacy Provider shall cooperate in the orderly transfer of care of Eligible Persons including but not limited to, the transfer of prescriptions to another provider upon request.

17. PSAO AND PSAO PROVIDERS

Pharmacies and other dispensers may delegate contracting responsibility with Trinity to a pharmacy services administration organization (“PSAO”). Pharmacies and other dispensers may be affiliated with only one PSAO for contracting purposes at any given time. In the event the contracting entity is a PSAO and PSAO previously entered into a separate affiliation agreement, addendum, or similar document related to the PSAO affiliation, this section shall supersede such prior agreement, addendum, or document.

The following requirements and provisions apply to PSAO and PSAO Providers (defined below):

17.1 PSAO Provider Information. PSAO shall electronically provide Trinity with a list of pharmacies for which PSAO is authorized to enter into the Agreement on behalf of such pharmacies (“PSAO Providers”). PSAO shall notify Trinity in writing of any additions, deletions, or other changes in the list of PSAO Providers, which such changes shall be made in Trinity’s system in accordance with Trinity standard procedures. PSAO and PSAO Providers acknowledge and agree that Provider Information must be provided for each PSAO Provider, including all enrollment and credentialing/re-credentialing forms and documentation, and that PSAO and PSAO Provider shall update such information in accordance with the Pharmacy Provider Information Section and the Credentialing and Re-Credentialing sections of this Manual). In the event PSAO Provider notifies Trinity directly that a PSAO is no longer authorized to bind PSAO Provider or that it has contracted with a different PSAO, Trinity may rely on such information and update its records with, and operate according to, such information in accordance with Trinity standard procedures. PSAO and PSAO Providers acknowledge and agree that if PSAO or PSAO Provider notifies Trinity that PSAO Provider is no longer affiliated with PSAO, upon Trinity’s election, PSAO Provider will continue to provide services under the Agreement for up to ninety (90) days thereafter.

17.2 PSAO Authority to Bind PSAO Provider. By entering into the Agreement, PSAO is entering into the Agreement on its own behalf and on behalf of the PSAO Providers. PSAO acknowledges and agrees that all references to “Pharmacy Provider” in the Agreement shall refer to and mean both PSAO and PSAO Providers except that provisions related to the actual provision of pharmacy services to Eligible Persons and the licensure required thereunder shall not apply to PSAO. PSAO represents and warrants that it has authority to enter into the Agreement on its own behalf and on behalf of PSAO Providers and during the term of the Agreement including all renewals, PSAO shall continue to possess the authority to individually bind each PSAO Provider to the terms and conditions of the Agreement, including all schedules, exhibits, addendums, and amendments. PSAO shall provide to Trinity evidence of such authority within five (5) business days of Trinity’s request. PSAO Providers shall be deemed to have accepted all terms and conditions of the Agreement. PSAO shall develop, implement, and maintain efficient and accurate procedures for notifying PSAO Providers of their obligations under the Agreement, including any amendments or addenda thereto.

17.3 PSAO Credentialing/Representations and Warranties. For avoidance of doubt, PSAO and PSAO Providers acknowledge and agree that each PSAO Provider shall individually comply with the Credentialing and Re-Credentialing section of the Manual and shall timely provide and update the Provider Information, credentialing and re-credentialing documentation, and representations and warranties hereunder (including Provider Type).

17.4 Notice of Audit Findings. PSAO and PSAO Provider acknowledge and agree that PSAO may be notified of audit finding related to PSAO Providers.

17.5 Direct Agreement with PSAO Provider. In the event PSAO Provider enters into a separate agreement with Trinity, Trinity may rely on the direct agreement with such PSAO Provider or the Agreement with PSAO, at Trinity’s discretion.

17.6 Termination of PSAO Provider. Trinity's rights and remedies apply at both the PSAO and PSAO Provider level. Without limiting the generality of the foregoing, termination or suspension of a PSAO Provider shall not constitute termination or suspension of this Agreement with respect to PSAO unless otherwise specified by Trinity.

17.7 PSAO Indemnification. PSAO and PSAO Providers shall indemnify Trinity, plans, and their respective shareholders, officers, directors, employees, and agents, and their successors, representatives, and assigns thereof, and hold them harmless for, from, and against, any and all liability, loss, damage, settlement, claim, injury, demand, judgment, and expense, including attorneys' fees, arising directly or indirectly from (a) failure of PSAO and PSAO Providers to act in accordance with their agreements with one another; and (b) any dispute between PSAO and PSAO Providers.

18. ASSIGNMENTS/ACQUISITIONS

Pharmacy Provider is required to provide notice thirty (30) calendar days' prior to any effort to assign the Agreement or any of its rights, interests, or obligations hereunder, in whole or in part, to any person or entity. No such assignment will become effective without the prior written approval of Trinity, which approval is in the sole discretion of Trinity. The acquiring person or entity must meet Trinity's credentialing and enrollment standards and may be required to execute a new agreement. For purposes of this Agreement, "assignment" includes any assignment, transfer of assets, or change in control of Pharmacy Provider (including but not limited to those resulting from a merger, consolidation, stock transfer, asset sale, or otherwise), including by operation of law. For purposes of this Agreement, "assignment" also includes any attempt to subcontract any of Pharmacy Provider's obligations or duties under the Agreement to any third party. Any attempted assignment by Pharmacy Provider without the prior written approval of Trinity will be void and of no force and effect. In the event Pharmacy Provider makes a valid assignment to a successor with the prior written approval of Trinity, any successor to ownership or control will be responsible for all liabilities and obligations of its predecessor under the Agreement. In the event Pharmacy Provider is acquired by or merges with another entity that also is contracted with Trinity to participate in Trinity's provider networks, Pharmacy Provider agrees that, at Trinity's election, Pharmacy Provider's participation in Trinity's networks will continue under this Agreement or under the surviving provider's agreement with Trinity, as selected by Trinity.

20. DEFICIT REDUCTION ACT OF 2005 / FALSE CLAIMS ACTS

Under the Deficit Reduction Act of 2005, certain entities are required by Law to establish policies and provide information regarding the federal False Claims Act and similar state laws, an employee's right to be protected as a whistleblower, and policies and procedures for detecting and preventing fraud, waste, and abuse in state and federal health care programs ("DRA Policies"). Any contractor, subcontractor, agent, and other person which or who furnishes or otherwise authorizes the furnishing of Medicaid health care items or services, performs billing or coding functions, or is involved in monitoring of health care provided by these entities are required to adopt their DRA Policies, as may be amended from time to time. Trinity will provide or make available to Pharmacy Provider, the DRA Policies. To the extent Pharmacy Provider or any of its employees furnish or otherwise authorize the furnishing of Medicaid health care items or services, perform billing or coding functions, or are involved in monitoring of health care provided by these Trinity or plans, Pharmacy Provider shall comply with the DRA Policies and shall require its employees and subcontractors (as approved by Trinity) to comply with the DRA Policies.