

**DEPARTMENT OF FINANCIAL SERVICES
MEDICAL CASE MANAGEMENT SERVICES
STATEMENT OF WORK**

ATTACHMENT 2

1. STATEMENT OF WORK (SOW).

The Contractor shall provide Medical Case Management (MCM) Services to the Florida Department of Financial Services' Division of Risk Management.

2. DEFINITIONS.

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

- a. Abuse – Practices that either directly or indirectly result in unnecessary cost.
- b. Business Days – Monday through Friday, inclusive, except for the days State holidays are observed in accordance with section 110.117, Florida Statutes (F.S.), and emergencies as designated by the Department's Contract Manager.
- c. Business Hours – 8:00 a.m. until 5:00 p.m., Eastern Time, on all Business Days.
- d. Calendar Days – All days, including weekends and holidays. With respect to due dates for Deliverables, if the last day counted falls on a weekend or holiday, the due date will be the next Business Day thereafter.
- e. Calendar Year – January 1st through December 31st.
- f. CE Broker – Florida entity that provides an education tracking system for Florida Registered Nurses and the Florida Department of Health.
- g. Claim Add – The process of adding a claim through an electronic data file containing data elements required by the Division.
- h. Claim Delete – The process of deleting a claim through an electronic data file.
- i. Claimant – A workers' compensation claimant.
- j. Complaint – Dissatisfaction or a grievance submitted verbally or in writing.
- k. Compound Medication – A drug specifically prepared for an individual patient at the order of a prescriber because the formulation of the drug, as ordered by the prescriber, is not commercially available through existing distribution channels.

- l. Confidential Information – Any documents containing Personally Identifiable Information (PII) and Personal Health Information (PHI) as defined by the Health Insurance Portability and Accountability Act (HIPPA), or records that are confidential and not subject to disclosure pursuant to Chapter 119, F.S., the Florida Constitution or any other authority.
 - m. Contract – The written agreement that results from this Request for Contract Proposal #2223-01 RCP RM, if any, between the Department and the selected Respondent.
 - n. Contractor – The Respondent that executes a Contract with the Department pursuant to this RCP.
 - o. Department – The Florida Department of Financial Services, an agency of the state of Florida.
 - p. DFS-F2-DWC-1 – Florida Workers’ Compensation First Report of Injury or Illness form.
 - q. DFS-F5-DWC-25 – Florida Workers’ Compensation Uniform Medical Treatment/Status Report form.
 - r. Division of Risk Management (Division) – A division of the Department of Financial Services.
 - s. Division of Workers’ Compensation (DWC) – A division of the Department of Financial Services.
 - t. EDI – Electronic Data Interchange.
 - u. Electronic Case Management System (ECMS) – The Contractor’s electronic system used for Medical Case Management of claims data.
 - v. Emergency – A medical condition manifesting itself by acute symptoms of sufficient severity, including injury caused by an accident, which may include severe pain, such that the absence of immediate medical attention could reasonably be expected to result in the following:
 - i. serious jeopardy to the patient’s health, including a pregnant woman or fetus.
 - ii. serious impairment to bodily functions.
 - iii. serious dysfunction of any bodily organ or part.
- With respect to a pregnant woman, “Emergency” also means:
- iv. there is inadequate time to effect safe transfer to another hospital prior to delivery.
 - v. a transfer may pose a threat to the health and safety of the pregnant woman or fetus.
 - vi. there is evidence of the onset and persistence of uterine contractions or rupture of the membranes.
- w. Employer – A State agency or university with whom the Claimant is employed.
 - x. EOBR – Explanation of Bill Review.

Attachment 2

- y. External Field Nurse (EFN) – A Registered Nurse, engaged by a Division adjuster, to provide assistance to the MCM’s Nurse Case Manager (NCM) on a complex or catastrophic claim, or a specific task assignment.
- z. Fee Schedule(s) – In accordance with Chapter 440, F.S., all applicable schedules of maximum reimbursements, and all applicable administrative rules promulgated by the DWC.
- aa. Fraud – Wrongful or criminal deception intended to result in financial or personal gain.
- bb. First Report of Injury or Illness (FROI) – First Report of Injury or Illness, Form DFS-F2-DWC-1.
- cc. Independent Medical Examination (IME) – The evaluation of an injured party that utilizes a third party, independent medical professional to issue an unbiased opinion of the injury.
- dd. IMS – The Division’s Insurance Management System used for the management of claims data.
- ee. Major Contributing Cause (MCC) – The cause which is more than fifty (50) percent responsible for the injury as compared to all other causes combined for which treatment or benefits are sought.
- ff. Maximum Medical Improvement (MMI) – The point during medical treatment that the treating Practitioner determines that the medical condition has recovered to a point that it is not going to recover any further.
- gg. Medical Bill Review (MBR) Services – Medical services bill review and re-pricing, utilization review services, and hospital inpatient pre-admission certification with concurrent review services.
- hh. Medical Case Management (MCM) Services – The coordination and integration of the direct delivery of patient care services, with utilization of internal control of resources to promote cost effectiveness and quality of care performed by the NCMs, to include but not be limited to call center intake, Triage and initial care, NCM coordination of medical benefits, cost containment, utilization review/quality assurance, and performance monitoring and reporting.
- ii. Medical Necessity – Health care services or supplies needed to diagnose or treat an illness, injury, condition, disease, or its symptoms that meet accepted standards of medicine, adhere to F.S., Florida Administrative Code (F.A.C.), and any other legal authority.
- jj. Multi-lingual – The capability to provide customer service and support in English, Spanish, and any language spoken by five percent (5%) or more of the population.
- kk. Nurse Case Manager (NCM) – A registered nurse performing MCM Services.

- ll. Official Disability Guidelines (ODG) – Medical treatment and return to work guidelines for workers’ compensation.
- mm. Over-the-Counter (OTC) – A term that describes drugs that do not require a prescription.
- nn. Peer – Provider of the same discipline licensed in Florida.
- oo. Peer Review (PR) – An evaluation by two or more physicians licensed under the same authority and with the same or similar specialty as the physician under review, of the appropriateness, quality, and cost of health care and health services provided to a patient, based on medically accepted standards.
- pp. Permanent Impairment Rating (PIR) – A percentage rating determined by a physician that reflects the severity of the medical condition and the degree to which the impairment decreases an individual’s ability to perform common activities of daily living.
- qq. Petition for Benefits (PFB) – A pleading invoking the jurisdiction of the Office of the Judges of Compensation Claims (OJCC) and subject to the requirements of sections 440.192(1)-(4), F.S. Also, OJCC Form PFB (Revised 4-4-2011).
- rr. Pharmacy Benefit Management (PBM) Services – The administration of a pharmaceutical benefit plan.
- ss. Post-Traumatic Stress Disorder (PTSD) – As defined by section 112.185, F.S.
- tt. PPO – A preferred provider organization contracted with the Division’s MBR provider.
- uu. Practitioner – Any health care Provider licensed to prescribe or dispense medications according to the provisions of Chapter 456, F.S.
- vv. Prior Authorization – Approvals provided by the Contractor or by the Division to the Division’s PBM provider prior to the dispensing of a drug that would otherwise be denied.
- ww. Provider – A person or company that provides health care services.
- xx. Second Opinion – Consultation with a second Practitioner to confirm or question the first doctor’s diagnosis and Treatment Plan, give more information about the patient’s disease or condition, and identify other treatment options.
- yy. SSAE 18 (SOC 1) Type II Audit – The Statement on Standards for Attestation Engagements audit standard that focuses on the internal controls covering financial reporting.
- zz. SSAE 18 (SOC 2) Type II Audit – The Statement on Standards for Attestation Engagements audit standard that focuses on the internal controls related to data security, data availability, Confidential Information, privacy, and processing integrity.

- aaa. Subcontractor – A third party that has contracted with the Contractor to perform any of the MCM Services specified in this Contract.
- bbb. Temporary Drug Card – A card provided by the Division’s PBM provider to Claimants for obtaining initial medication(s).
- ccc. Treatment Plan – The detailed plan with information about a patient’s condition, the goals of treatment, the treatment options and possible side effects, and the expected length of treatment.
- ddd. Triage – A process for initial screening and directing of emergent or Urgent medical care based upon pre-defined criteria.
- eee. UR – Utilization Review.
- fff. Urgent – An illness or severe condition which under reasonable standards of medical practice would be diagnosed and treated within a twenty-four (24) hour period and if left untreated, could rapidly become a crisis or emergency situation.

3. DURATION.

3.1 Term.

The term of the Contract is five (5) years, beginning on the date last signed (Effective Date). The Department shall have the right to terminate or suspend the Contract before the expiration of the term by providing the Contractor with nine (9) months written notice.

3.2 Renewals.

The Contract may be renewed, by mutual agreement, in accordance with section 287.057(13), F.S., for a period not to exceed five (5) years from the end of the original Contract term. Renewal pricing, to which the Contractor shall be bound, will be paid in accordance with Attachment 3, Price Response; however, the Department may negotiate for lower pricing from the Contractor. Renewals are contingent upon satisfactory performance evaluations by the Department, and subject to the availability of funds. The Department shall have the right to terminate or suspend the Contract before the expiration of the renewal term by providing the Contractor with nine (9) months written notice.

4. SCOPE OF SERVICE.

4.1 Objective.

The Contractor shall provide Medical Case Management (MCM) services. The Contractor is responsible to the Department for the work of any Subcontractor. All Deliverables and all tasks required by this Contract, including those performed directly or indirectly by the Contractor, are the responsibility of the Contractor.

4.2 Part A - Administrative Set-Up Requirements.

1. Administrative Set-Up:

The Contractor shall begin performing the requirements for Administrative Set-Up, described in this SOW, upon execution of the Contract. The Contractor shall, within ninety (90)

Attachment 2

Calendar Days of the Effective Date of the Contract, complete the Administrative Set-Up Requirements described in this SOW.

a. **Implementation Plan.**

The Contractor shall develop and submit to the Division, an Implementation Plan to support the services required in this Contract.

b. **Implementation Schedule.**

The Contractor shall develop and provide to the Division, a written Implementation Schedule. At a minimum, the Implementation Schedule will include:

- i. required work broken into tasks;
- ii. firm task durations;
- iii. task start and end dates;
- iv. dependencies; and
- v. assigned resources.

c. **Policies and Procedures.**

The Contractor shall submit written Policies and Procedures for all of Section 4.3, Part B – MCM Services, by a mutually agreed upon date, prior to services commencing.

d. **Division Approval Required.**

The Contractor shall, during Section 4.2, Part A – Administrative Set-Up Requirements, submit to the Division, all written documents that require approval by the Division, as provided by this SOW, prior to commencing the delivery of MCM Services.

e. **Training.**

The Contractor shall provide Training to the Division and MCM staff by a mutually agreed upon date, prior to commencing the delivery of MCM Services.

f. **Weekly Status Report.**

The Contractor shall provide Weekly Status Reports to the Division until Part A, Administrative Set-Up Requirements, are completed.

4.3 Part B – Medical Case Management (MCM) Services.

The Contractor is solely responsible for the provision of MCM Services and shall begin performing the requirements specified in Section 4.3, Part B – MCM Services, upon written approval from the Division that all Administrative Set-Up requirements are completed, as described in Section 4.2, Part A – Administrative Set-Up Requirements, and the Division has requested in writing for Part B services to commence.

4.3.1 Electronic Case Management System (ECMS).

The Contractor shall maintain an ECMS that gives authorized Division staff unlimited remote access that is secure and password protected. This system shall provide data integrity, security of Confidential Information, disaster recovery, and security.

a. The Contractor's ECMS shall meet the following requirements:

- i. confidential communication of claims data and medical information;
- ii. documentation of eligibility verification and claims status;
- iii. complete and total access of real-time claim related documentation to the Division;
- iv. operations availability twenty-four (24) hours per day, seven (7) days per week;
- v. schedule updates to any part of the web-based system outside of Business Hours, unless a different time is agreed upon by both parties;
- vi. notify the Division's staff by email, twelve (12) hours prior to any scheduled maintenance; and

- vii. provide dashboard reporting access to the Division.
- b. The Contractor shall provide query access to the Division to generate reports and utilize standardized case note headers.
- c. The Contractor shall provide updated system training to the Division's staff.
- d. The Contractor shall notify the Division, within twenty-four (24) hours of the Contractor's discovery of all system security incidents or potential security threats involving the Division's data, including, but not limited to, the following:
 - i. when an unauthorized individual is known to have accessed, acquired, modified, or deleted State information, including any misconfiguration or error that exposes State information to the internet or other unauthorized access; or
 - ii. unauthorized software such as malware, ransomware, or a virus is installed in or connected to the environment from which the services were provided; or
 - iii. any media or device containing State information is lost or stolen; or
 - iv. any unauthorized disclosure of State data.
- e. The Contractor shall submit to the Division a monthly System Availability Report that identifies all planned and unplanned service outages. The report shall include the average time between unplanned failures, average time to recover from unplanned failures, and any impact to the Division's end users for the prior month.
- f. The Contractor shall submit to the Division a Quarterly Training Report that summarizes any technical training provided by the Contractor during the prior quarter related to this Contract.
- g. The Contractor shall submit to the Division a Quarterly Security Report that identifies any system or security updates for the prior quarter related to this Contract.

4.3.2 Call Center.

The Contractor shall provide a dedicated call center for customer service, intake of First Report of Injury (FROI), and coordination of medical benefits.

- a. The Contractor shall maintain a secure toll-free telephone system, twenty-four (24) hours per day, seven (7) days per week that includes the following:
 - i. the ability to communicate with the hearing impaired;
 - ii. sufficient number of phone lines and staff to ensure that ninety percent (90%) of the calls are responded to within thirty (30) seconds;
 - iii. menu options available for intake of the FROI;
 - iv. menu options available for the Nurse Case Manager (NCM);
 - v. menu options available for reporting a Complaint; and
 - vi. hold times no greater than three (3) minutes before speaking to a live representative.
- b. The Contractor shall provide Multi-lingual translation services to Claimants to assist with MCM Services. Health care information should be provided to Claimants in a language that is understandable by a layperson and helps the Claimants understand health care decisions.
- c. The Contractor shall submit to the Division a monthly Call Center Report that measures the following for the prior month:
 - i. the percentage of calls received by the call center that are answered by a live agent within thirty (30) seconds, with hold times no greater than three (3) minutes;
 - ii. the average speed to answer for all calls; and
 - iii. the abandon rate and time of calls waiting for initial answer.

4.3.3 First Report of Injury (FROI) and Division of Workers' Compensation (DWC) Packet.

The Contractor shall provide a dedicated unit for the intake and completion of the FROI and mailing of all required DWC information to the Claimant.

- a. The Contractor shall have the ability to accept reports of injury twenty-four (24) hours per day, seven (7) days per week.
- b. The Contractor shall accurately complete Form DFS-F2-DWC-1 for each reported injury to include the following requirements:
 - i. the current location codes/number assigned by the Division for identification of appropriate State agencies or sub-units of State agencies;
 - ii. the appropriate National Council on Compensation Insurance codes in the Claims-Handling Entity Information section;
 - iii. assignment of a claim number according to the format provided by the Division to each reported new claim; and
 - iv. the following information fields:
 1. Employee Information section;
 2. Employer Information section;
 3. Employee's detailed specific description of accident and injuries;
 4. Division provided codes;
 5. Employer acknowledgement of incident;
 6. Name, address and telephone number of medical treatment provider, if any; and
 7. Return to work status.
- c. The Contractor shall submit daily by 10:00 a.m., Eastern Time, the Claim Add data file with completed FROI for the prior twenty-four (24) hour period to the Contractor's SFTP site for retrieval by the Division, and its Pharmacy Benefit Manager (PBM) and Medical Bill Review (MBR) providers.
- d. The Contractor shall submit daily by 10:00 a.m., Eastern Time, the Claim Delete data file to the Contractor's SFTP site for retrieval by the Division, and its PBM and MBR providers.
- e. The Contractor shall mail the completed FROI to the Claimant and provide an electronic copy to the Employer.
- f. The Contractor shall develop an orientation packet explaining the MCM Services under this Contract.
- g. The Contractor shall mail to the Claimant all required DWC information including, but not limited to, Form DFS-F2-DWC-60 or Form DFS-F2-DWC-61 and the orientation packet within one (1) Business Day of a claim being reported to the Contractor.
- h. The Contractor shall determine the correct mailing address for any returned mail and re-mail the packet within one (1) Business Day of receipt of returned mail.
- i. The Contractor shall revise the FROI with updated information as required.
- j. The Contractor shall distribute the revised FROI within one (1) Business Day of identification and correction of incorrect information.
- k. The Contractor shall submit to the Division a monthly FROI Report to include the following for the prior month:
 - i. a certification statement that the Claim Add file has been updated and distributed;
 - ii. a certification statement that the Claim Delete file has been updated and distributed;
 - iii. proof that packets are mailed timely after the report of injury;

- iv. the number of non-delivered orientation packets and the reason for initial missed delivery;
- v. proof that mailing addresses are corrected and orientation packets were mailed timely to the correct address;
- vi. the number of corrected FROIs and the reasons for the corrections; and
- vii. proof of timely distribution of the corrected FROIs.

4.3.4 Claim Eligibility and File Maintenance.

The Contractor shall maintain an electronic data file of Claimants eligible to receive medical benefits administered by the Division.

- a. The Contractor shall design all data files and interfaces with the Division's IMS and shall accept changes by file replacement or by replacing only a select number of fields.
- b. The Contractor shall receive from the Division, Claimant demographics and eligibility information data files via the Division's SFTP site. The file will be encrypted using a public/private key arrangement identified by the Division.
- c. The Contractor shall update the Claim Eligibility File within one (1) Business Day of receipt of updated information from the Division, Employer, or Claimant.
- d. The Contractor shall acknowledge benefit termination, in writing to the Division, and provide notification of benefit termination to the Division's PBM and MBR providers within one (1) Business Day of receipt.
- e. The Contractor shall submit in writing to the Division, a monthly Terminated Benefit Acknowledgement and Notification Report to include the following:
 - i. acknowledgement of benefit termination provided by the Division;
 - ii. certification that benefit termination was provided to the Division's PBM and MBR providers within one (1) Business Day of receipt; and
 - iii. identifies all email acknowledgements made by the Contractor to benefit terminations, notifications of claim controverts, or claim settlements received from the Division for the prior month.
- f. The Contractor shall submit to the Division a monthly Claim Eligibility File Report that provides a summary of the Contractor's review of the changes to the Claim Eligibility File and identifies any concerns related to timely notifications of claim status changes for the prior month.

4.3.5 Triage and Initial Care.

The Contractor shall provide NCMs who are Florida licensed Registered Nurses with at least one (1) year of workers' compensation experience for the initial assessment, Triage, and direction of Claimant to the most appropriate setting for evaluation and treatment.

- a. The Contractor shall provide Triage NCMs who have the ability to direct initial evaluation and treatment twenty-four (24) hours per day, seven (7) days per week to include the following:
 - i. discern the need for Emergency or Urgent care;
 - ii. direct Claimants to the appropriate facility according to the acuity of the injury or need for direct specialist care; and
 - iii. direct exposure claims to facilities for timely and appropriate evaluation and treatment.

- b. The Contractor shall obtain direction from the assigned Division adjuster prior to directing the Claimant for treatment, if the description of the incident meets the escalation criteria for claims requiring Division adjuster approval.
- c. The Contractor shall authorize initial medical services and provide billing information to the Provider to include the following:
 - i. correct billing forms;
 - ii. Florida DWC Administrative Rules, if applicable;
 - iii. documentation requirements for the Provider;
 - iv. invoicing requirements; and
 - v. billing address.
- d. The Contractor shall provide the Claimant with the required Temporary Drug Card to obtain initial medications.
- e. The Contractor shall document the Triage summary in the ECMS.
- f. The Triage NCMs shall transfer claims to the assigned NCMs for ongoing MCM.
- g. The Contractor shall send an email notification to the assigned Division adjuster for each escalated claim upon transfer to the ongoing NCM.
- h. The Contractor shall submit to the Division a monthly Triage Report for the prior month, to include the following:
 - i. direct specialist referrals;
 - ii. exposure claims;
 - iii. catastrophic claims; and
 - iv. escalation criteria claims.

4.3.6 Medical Case Management (MCM) Services.

The Contractor shall utilize NCMs to perform MCM Services. The NCMs shall utilize an outcome-oriented and collaborative process that places internal controls on the resources used for care.

- a. The Contractor shall provide NCMs with:
 - i. an active Florida license as a Registered Nurse;
 - ii. at least one (1) year of experience with MCM and coordination and delivery of Florida workers' compensation medical benefits to Claimants; and
 - iii. a working knowledge of F.S. and the F.A.C. related to workers' compensation benefits to ensure compliance with the DWC regulatory and reporting requirements.
- b. The Contractor shall provide twelve (12) hours of required Continuing Education Units (CEU), relevant to workers' compensation topics, to NCMs and the Division during each Calendar Year to include the following:
 - i. in-service trainings at intervals throughout the Calendar Year;
 - ii. web access for the Division's staff; and
 - iii. certificates of completion or submission of participation to the Florida CE Broker.
- c. The Contractor shall document MCM Services in real time within the ECMS utilizing standardized case note headers.
- d. The Contractor shall facilitate, and document all claim related communications to include the following:
 - i. all communications shall document and include the claim number according to the format provided by the Division; and
 - ii. the purpose of the email communication shall be clearly identified in the subject line.

- e. The Contractor shall respond, in writing, within two (2) Business Days to all litigation related requests.
- f. The Contractor shall collaborate with the Division's PBM and MBR providers, and any other providers retained by the Division.
- g. The Contractor shall refer cases and participate in Division claim conferences and Utilization Review (UR) Committee Meetings.
- h. The Contractor shall educate the Claimant, Employer, and Provider, as to their role in the coordination of medical benefits.
- i. The Contractor shall provide monthly updates to the claim file in the ECMS on claims with an accident date prior to July 1, 2000, identified as legacy claims to include the following:
 - i. identify changes in medical treatment;
 - ii. review of incurred costs; and
 - iii. document claim status.
- j. The Contractor shall document monthly, in the ECMS, the identification and intervention strategies per claim for timely return to work, cost containment savings, and analytics to support positive outcomes.
- k. The Contractor shall provide oversight of MCM Services including, but not limited to, the following:
 - i. monitoring of acuity and complexity of NCM caseload assignments; and
 - ii. NCM adherence to F.S. and F.A.C.
- l. The Contractor shall submit to the Division a monthly Medical Case Management Report to include the following for the prior month:
 - i. changes to the NCM staff, including license renewals;
 - ii. summary of CE presentations;
 - iii. summary of litigation activity;
 - iv. summary of complex claim cases;
 - v. legacy claims updates; and
 - vi. analytics to support return to work and cost containment outcomes.

4.3.7 Coordination of Medical Benefits.

The Contractor shall utilize NCMs to coordinate medical and pharmacy benefits for Claimants.

- a. The Contractor shall follow-up on any pending issues identified by the Triage NCM.
- b. The Contractor shall communicate with the assigned Division adjuster regarding the Division's adjuster's determination of compensability.
- c. The Contractor shall review the Claimant's intake and history and determine the need for requesting historical medical records that may be relevant to current injury or pre-existing conditions, obtain a signed medical release, and request the medical records.
- d. The Contractor shall determine the appropriate level of follow-up medical care to include the following:
 - i. verify intended Provider's licensure status and review any discipline or public Complaints;
 - ii. provide authorization;
 - iii. provide billing information;
 - iv. collect and verify the following Provider remittance information:
 - 1. Provider's Internal Revenue Service (IRS) Form W-9;

Attachment 2

- 2. conduct a tax identification number match with the IRS; and
- v. educate the Provider of the DWC requirements.
- e. The Contractor shall provide access to specialist care to ensure that travel does not exceed one-hour, one-way unless justification is documented, in writing, in the claim file.
- f. The Contractor shall provide NCMs with the resources needed to coordinate care outside of the primary services area.
- g. The Contractor shall provide in writing to the Claimant, appointment information and appointment reminders.
- h. The Contractor shall document appointment confirmation and reminders in the claim file.
- i. The Contractor shall reimburse the Division for payment of no-show fees that are not supported by the appointment confirmation and appointment reminder documentation.
- j. The Contractor shall follow-up with the Provider's office for submission of medical notes and the Form DFS-F5-DWC-25 in accordance with F.S. and F.A.C. requirements.
- k. The Contractor shall provide, in writing, to the Division and the Employer, medical documentation of Treatment Plans, functional limitations, and work restrictions for timely payment of indemnity benefits in accordance with F.S. and F.A.C. requirements.
- l. The Contractor shall review medical notes and/or the DFS-F5-DWC-25 for requests for referrals and work status and respond to requests for referrals in accordance with F.S. and F.A.C. requirements.
- m. The Contractor shall utilize the Official Disability Guidelines (ODG) to monitor treatment against diagnosis and treatment benchmarks.
- n. The Contractor shall escalate communications as appropriate and follow-up with the NCM's supervisor and/or the Division's adjuster as needed.
- o. The Contractor shall document the coordination of pharmacy benefits with the Division's PBM provider to include the following:
 - i. respond to requests for Prior Authorizations;
 - ii. monitor Claimant's utilization of medications;
 - iii. monitor Practitioner's prescribing behaviors for appropriateness and relatedness to injury;
 - iv. obtain written Medical Necessity from the Practitioner for Compound Medications and brand name medications when there is an Over-the-Counter (OTC) drug equivalent or a less expensive equally therapeutic alternative; and
 - v. identify claims for referrals to the Division's PBM provider's clinical service program.
- p. The Contractor shall respond to a Claimant's request for a one-time physician change in accordance with F.S. and F.A.C. requirements.
- q. The Contractor shall respond to the Provider's pre-payment request:
 - i. comply with the Division's pre-payment process; and
 - ii. monitor the Provider's compliance with the pre-payment process and subsequent billing related to the pre-paid service.
- r. The Contractor shall coordinate Independent Medical Examinations (IMEs) upon request from the Division's adjuster or attorney to include the following:
 - i. schedule appointment;
 - ii. send medical records;

Attachment 2

- iii. provide written confirmation of IME to the Claimant and the Claimant's attorney, at least seven (7) Calendar Days in advance of the scheduled appointment date;
- iv. schedule transportation for the Claimant, if needed, to attend IME at least seven (7) Business Days in advance of the scheduled appointment; and
- v. request refund of pre-payment amount if IME is cancelled.
- s. The Contractor shall utilize internal resources for the completion of all tasks required related to the coordination of medical benefits within the required timeframes specified in this SOW, F.S., and F.A.C., including, but not limited to, the following:
 - i. coordinating medical benefits in response to Petition(s) for Benefits or responses to attorney requests;
 - ii. obtaining determination of Major Contributing Cause (MCC) from the treating physician;
 - iii. obtaining Medical Necessity of proposed treatment from the treating physician;
 - iv. obtaining medical records;
 - v. locating health care Providers;
 - vi. coordinating pre-payments for health care Providers;
 - vii. obtaining physician determination of Maximum Medical Improvement (MMI);
 - viii. obtaining physician determination of Permanent Impairment Rating (PIR); and
 - ix. obtaining functional restrictions from physician.
- t. Should the Contractor not have internal resources to accomplish the tasks required for MCM within the required timeframes, the NCM may submit, in writing, to the Division's adjuster, a request for an External Field Nurse (EFN) to assist in accomplishing a specific, time limited, MCM task at the Contractor's expense. The request shall include, but not be limited to, the following:
 - i. the specific task;
 - ii. the history of the NCM's prior efforts to accomplish the task;
 - iii. reasons for the lack of ability to complete the task; and
 - iv. documentation of lack of internal resources to complete the task.
- u. Should the Division's adjuster approve the request for an EFN, claim documentation should include the following:
 - i. dates of documented request and approval;
 - ii. dates of all NCM interactions with the EFN;
 - iii. date the task was accomplished;
 - iv. date the Division was notified of task completion and task closure;
 - v. outcomes of the EFN interventions; and
 - vi. the Contractor's assessment of factors that contributed to successful outcome for the EFN.
- v. Should the Division request the services of an EFN (outside of t. and u. above), the Contractor shall continue to be responsible for the MCM of the claim and document coordinated care with the EFN to include the following:
 - i. date the Division notified NCM of EFN assignment;
 - ii. the reason for the EFN assignment;
 - iii. all communication with the EFN in the Contractor's system;
 - iv. the outcomes of the EFN interventions; and
 - v. the date the Division notified the NCM of the EFN assignment closure.
- w. The Contractor shall monitor and document the Treatment Plan to include the following:
 - i. Claimant's compliance and progress;

Attachment 2

- ii. Provider's compliance with DWC requirements;
 - iii. MMI and PIR;
 - iv. Claimant's co-pays, if applicable;
 - v. Provider and adjuster notifications; and
 - vi. Claimant impairment benefits.
- x. The Contractor shall, when coordination of medical care is performed by a Subcontractor, document the following:
 - i. Claimant was notified that the service is subcontracted;
 - ii. response time after initial referral is made;
 - iii. date of scheduled appointment;
 - iv. date service was provided;
 - v. follow-up communications with Claimant;
 - vi. Claimant's satisfaction with subcontracted services; and
 - vii. service Provider's compliance with billing requirements.
- y. The Contractor shall review all medical and pharmacy bills and notes to confirm the provision of authorized medical treatment on open active claims prior to submitting to the Division's PBM and MBR providers.
- z. The Contractor shall review medical bills and submit to the Division's PBM and MBR providers within two (2) Business Days of receipt, according to the following:
 - i. date stamp bills upon receipt;
 - ii. review the bill for billing requirements according to Chapter 69-L, F.A.C.;
 - iii. identify appropriate EOB code, when applicable;
 - iv. identify appropriate Division pay type code;
 - v. monitor for compliance with Provider agreements;
 - vi. adjust reimbursement for Provider noncompliance;
 - vii. identify appropriate reimbursement methodology for processor; and
 - viii. provide clear instructions for both the Division's PBM and MBR providers when services are co-mingled on the bill.
- aa. The Contractor shall, within two (2) Business Days of receipt; review, validate, and certify invoices for transportation and requested medical records for submission to the Division.
 - i. Invoices should be submitted in the format approved by the Division.
 - ii. Invoices should be clearly marked with the claim information.
 - iii. A certification statement is required for invoices as follows:
 I, _____, certify, by evidence of my signature, the information on this form is true and correct; the goods and services have been satisfactorily received and payment is now due.
- bb. The Contractor shall index MCM documentation in such a manner that allows the Division to monitor the Contractor's compliance with Contract deliverables.
 - i. MCM documentation shall use standardized case note headers that are specific and consistent with the completed task;
 - ii. the Contractor shall collaborate with the Division in the naming of the standardized case note headers; and
 - iii. the Contractor shall monitor the standardized case note headers of MCM documentation for accuracy and compliance with the Contract.

- cc. The Contractor shall submit to the Division a monthly Pre-existing Condition Medical Record Request Report that identifies the claims and status of medical records requested for the prior month.
- dd. The Contractor shall submit to the Division a monthly Provider Medical Quality Assurance Status Report that identifies the Providers' licenses verified and any disciplinary action or Complaints on file for the prior month.
- ee. The Contractor shall submit to the Division a monthly W-9 Report that identifies the Providers added to the Division's vendor contact list and updated W-9s submitted to the Division for the prior month.
- ff. The Contractor shall submit to the Division a monthly Specialist Care Travel Report that identifies the claims that had authorized care requiring drive time that exceeded one-hour, one-way for the prior month.
- gg. The Contractor shall submit to the Division, a monthly No-Show Fee Report that identifies all claims in which a NCM approved payment for a no-show fee and details of appointment reminder documentation for the prior month.
- hh. The Contractor shall submit to the Division a monthly DFS-F5-DWC-25 Report that identifies the timeline between Provider visits and receipt of DFS-F5-DWC-25s for the prior month.
- ii. The Contractor shall submit to the Division a monthly Referral Response Report that identifies all referrals and response times for the prior month.
- jj. The Contractor shall submit to the Division a monthly Escalation Report that identifies the claims that were escalated by the NCMs for the prior month.
- kk. The Contractor shall submit to the Division a monthly Pharmacy Benefits Coordination Report that identifies the Contractor's compliance with the coordination of pharmacy benefits with the Division's PBM provider for the prior month.
- ll. The Contractor shall submit to the Division a monthly One-Time Physician Change Report that identifies all one-time change requests and response times for the prior month.
- mm. The Contractor shall submit to the Division a monthly IME Report that identifies all IME requests, response times, fees, and no-shows, if applicable, for the prior month.
- nn. The Contractor shall submit to the Division a monthly EFN Report that identifies the claims and summaries of EFN activities for the prior month.
- oo. The Contractor shall submit to the Division a monthly MMI and PIR Report that identifies claimants that have reached MMI and PIR and includes notifications to the Division, for the prior month.

4.3.8 **Subcontractors.**

The Contractor shall not utilize any outside entity to provide any of the MCM Services identified in this SOW without the prior written approval of the Division's Contract Manager. Subcontracted MCM Services shall meet the same service standards required by the Contract. Subcontracted MCM Services shall result in no additional cost to the Department. The contracted monthly MCM service fee shall be the sole Contractor compensation of MCM Services specified in this SOW.

- a. The Contractor shall be solely responsible for all subcontracted MCM Services and all associated Deliverables, Performance Standards, and Financial Consequences.
- b. The Contractor shall be solely responsible for Subcontractor compliance with F.S., F.A.C., and the DWC rules specified in this SOW.

- c. The Contractor shall submit subcontractor service agreement(s) and the Contractor's monitoring plan with each request for subcontracting approval.
- d. The Contractor shall, on a monthly basis, monitor all services performed by Subcontractors to ensure all subcontracted MCM Services meet the same service and performance standards required by the Contract.
- e. The Contractor shall submit to the Division a monthly Subcontractor Monitoring Report that provides the following for the prior month:
 - i. the Contractor's certification statement that all prior month subcontracted services were provided by Division approved Subcontractors;
 - ii. a list of Subcontractors utilized;
 - iii. a description of the claim referral and the number of referrals assigned to each Subcontractor;
 - iv. a list of Subcontract monitoring activities; and
 - v. copies of completed monitoring reports.

4.3.9 Cost Containment.

The Contractor shall utilize cost containment measures when providing MCM Services.

- a. The Contractor shall utilize Maximum Reimbursement Allowances (MRAs) of Fee Schedules when authorizing or pre-certifying treatment by licensed health care Providers.
- b. The Contractor shall negotiate fees for goods and services not priced to workers' compensation Fee Schedule.
- c. The Contractor shall communicate negotiated pricing arrangements to the Division's MBR Contractor for correct Provider reimbursement.
- d. The Contractor shall review and assist the Division and its PBM and MBR providers with responses to any utilization and/or reimbursement disputes within two (2) Business Days.
- e. The Contractor shall submit to the Division the monthly Cost Containment Report that identifies savings resulting from negotiated services for the prior month.

4.3.10 Utilization and Peer Review (UR/PR).

The Contractor shall coordinate UR/PR services with the Division's PBM and/or MBR providers.

- a. The Contractor shall review all bills submitted by Providers to identify over-utilization and billing errors, and to confirm Provider compliance with practice parameters and protocols of treatment as established in accordance with section 440.13, F.S.
- b. The Contractor shall monitor licensed health care Providers for violations as defined in Rule 69L-34.001, F.A.C., and escalate identified violations to the NCM's supervisor and the Division's adjuster.
- c. The Contractor shall reference and document adherence to the ODG when reviewing the Claimant's Treatment Plan progress.
- d. The Contractor shall refer potential overutilization issues to the Division's MBR provider for review by medical peer consultants according to the following:
 - i. obtain adjuster approval of the referral;
 - ii. notify Provider of the referral;
 - iii. submit relevant medical records to the Division's MBR provider;
 - iv. review report from the Division's MBR provider;

- v. discuss results with the Division's adjuster;
- vi. notify the Provider of the Division's adjuster recommendations; and
- vii. document and attach determination to the claim file.
- e. The Contractor shall refer questions regarding Medical Necessity or appropriateness of treatment to the Division's MBR provider for review by medical peer consultants according to the following:
 - i. obtain the Division's adjuster approval of the referral;
 - ii. notify the Provider of the referral;
 - iii. submit relevant medical records to the Division's MBR provider;
 - iv. review the report from the Division's MBR provider;
 - v. discuss results with the Division's adjuster;
 - vi. notify the Provider of the Division adjuster's recommendations; and
 - vii. document and attach determination to the claim file.
- f. The Contractor shall refer inpatient hospital preadmission certifications to the Division's MBR provider according to the following:
 - i. obtain Division adjuster approval of the referral;
 - ii. notify the Provider;
 - iii. submit relevant medical records to the Division's MBR provider;
 - iv. review report from the Division's MBR provider;
 - v. discuss results with the Division's adjuster;
 - vi. notify the Provider of the Division adjuster's recommendations;
 - vii. notify the facility of determination; and
 - viii. document and attach pre-admission certification to the claim file.
- g. The Contractor shall submit each UR referral, with all relevant documentation, according to the following:
 - i. prior to authorization of treatment;
 - ii. concurrently during treatment; or
 - iii. retrospectively after treatment is complete.
- h. The Contractor shall refer requests for pharmacy related clinical services to the Division's PBM provider according to the following:
 - i. obtain the Division's adjuster approval of the referral;
 - ii. notify the Provider;
 - iii. submit relevant medical records to the Division's PBM provider;
 - iv. review report from the Division's PBM provider;
 - v. discuss results with the Division's adjuster;
 - vi. notify the Provider of the Division's adjuster's recommendations; and
 - vii. document and attach determination to the claim file.
- i. The Contractor shall submit to the Division a monthly Health Care Provider Violations Report that identifies all health care Provider violations for the prior month.
- j. The Contractor shall submit to the Division a monthly ODG Report that identifies claims in which treatment has exceeded the ODG for the prior month.
- k. The Contractor shall submit to the Division a monthly UR/PR Report that summarizes all UR/PR activities for the prior month.

4.3.11 **Data File Submission.**

The Contractor shall maintain a SFTP site for submission of medical and non-medical bill Data Files for access by the Division and the Division's PBM and MBR providers.

Attachment 2

- a. The Contractor shall submit to the Contractor's SFTP site medical bill Data Files every Business Day for retrieval by the Division's PBM and MBR providers.
- b. The Contractor shall submit to the Contractor's SFTP site non-medical bill Data Files every Business Day for retrieval by the Division.
- c. The Contractor shall submit to the Contractor's SFTP site imaging files of all DFS-F5-DWC-25 forms and other MCM documents every Business Day, in a format approved by the Division.
- d. The Contractor shall monitor the Contractor's SFTP site for retrieval of files by the Division and the Division's PBM and MBR providers. The Contractor will follow up with the receiving entity if the data file remains on the Contractor's SFTP site after forty-eight (48) hours.

4.3.12 Provider Relations.

The Contractor shall establish and maintain a list of available Providers willing to provide care to the state of Florida workers' compensation Claimants.

- a. The Contractor shall utilize licensed health care Providers.
- b. The Contractor shall provide adequate access to specialists' care by licensed health care Providers to ensure that Claimant travel for treatment by the specialist does not exceed one-hour, one-way.
- c. The Contractor shall include the Division's MBR provider's PPO networks in the list of available providers.
- d. The Contractor shall monitor the Provider outcomes of Provider services, utilizing treatment benchmarks such as the ODG, return to work dates, and indemnity payments.
- e. The Contractor shall monitor all Providers with enhanced reimbursement fee agreements for compliance with provision of enhanced services and adjudicate reimbursement according to Provider compliance with the agreement.
- f. The Contractor shall monitor Providers for trends related to Claimant requests for one-time Physician change.
- g. The Contractor shall monitor Providers for trends related to requests for Second Opinions.
- h. The Contractor shall survey Providers quarterly to determine their level of satisfaction with the services provided by the Contractor.
- i. The Division shall maintain final approval of authorized health care Providers if the claim is being litigated or if there are quality of service issues with the assigned health care Provider.
- j. The Contractor shall submit to the Division a monthly Provider Relations Report that summarizes Provider monitoring activity for the prior month.
- k. The Contractor shall submit to the Division a quarterly Provider Satisfaction Report that summarizes the Provider's satisfaction with the services provided by the Contractor.

4.3.13 Claim Overpayment Recovery.

The Contractor shall reimburse the Division for any Contractor error that results in an overpayment. Upon identification or notification of the overpayment error, the Contractor shall:

- a. notify the Division, in writing, of such overpayment or acknowledge, in writing, receipt of the Division's discovery of an overpayment within one (1) Business Day;
- b. reimburse the Division the overpayment amount within thirty (30) Calendar Days;

Attachment 2

- c. determine how the overpayment occurred;
- d. provide the revised payment information to the Division's PBM and MBR providers via email with an explanation for the issuance of a corrected EOBR and a corrected filing with DWC; and
- e. submit a monthly Overpayment Recovery Report to the Division that identifies overpayments and details recovery activities, including any recoveries initiated or received by the Contractor during the prior month.

4.3.14 **Invoicing and Payment to Contractor.**

The Contractor shall submit invoices monthly for services rendered. Invoices submitted by the Contractor shall be reviewed by the Division and approved or rejected within ten (10) Business Days of receipt.

- a. Invoices for MCM Services shall be submitted to the Division the following month after service delivery to coincide with the submission of the service month's Deliverables.
- b. All invoices must specify the Deliverable being invoiced.
- c. All invoices and supporting documentation/data shall be submitted to the Contractor's SFTP site for retrieval by the Division.
- d. The Contractor's invoices will be reviewed and approved by the Division. Disputes arising over invoicing will be resolved in accordance with the provision of section 215.422, F.S.
- e. The Contractor shall submit invoices to the Division that meet the following requirements:
 - i. invoice date;
 - ii. invoice number;
 - iii. description of the services being invoiced;
 - iv. dates of service;
 - v. remittance information;
 - vi. contact information;
 - vii. contract number; and
 - viii. total amount due.
- f. The Contractor's invoice shall meet the requirements established by the Division. Invoices not meeting the Division's requirements shall be rejected and returned to the Contractor for correction and resubmitted by the Contractor within one (1) Business Day.
- g. The Contractor shall within fifteen (15) Business Days of Contract execution, ensure a current Electronic Substitute W-9 Form is on file with the state of Florida Vendor website at: <https://flvendor.myfloridacfo.com/>.
- h. The Contractor shall maintain current remittance information in the Vendor Information Portal at: <https://flvendor.myfloridacfo.com/>.
- i. Payments will be remitted to the Contractor by EFT (electronic funds transfer) or by warrant, and shall be paid in accordance with section 215.422, F.S. The Contractor agrees that payment may be made by warrant, at the sole discretion of the Department, if exceptional circumstances temporarily prevent the issuance of EFT payments.

4.3.15 **Ad-Hoc Reports.**

Upon request made by the Division, the Contractor shall submit reports that provide information specified by the Division (Ad-Hoc reports). These Ad-Hoc reports are in addition to the other reports required by this SOW.

- a. The Contractor shall provide any Ad-Hoc report requested by the Division within five (5) Business Days of the receipt of a request from the Division.
- b. The Division can request, and the Contractor shall provide, up to a maximum of fifteen (15) Ad-Hoc reports within a Calendar Year quarter.

4.3.16 SSAE 18 (SOC 1 & SOC 2) Type II Audit and Contractor's Self-Assessment Tools.

The Contractor shall have an SSAE 18 (SOC 1 & SOC 2) Type II Audit conducted at no cost to the Division, annually by an independent Certified Public Accounting (CPA) firm (Auditor) in accordance with the professional standards established by the American Institute of Certified Public Accountants (AICPA,), unless an alternative audit is mutually agreed upon, and complete the Contractors' Self-Assessment Tools provided by the Division.

- a. The Contractor shall electronically submit the service Auditor's report to the Division within fifteen (15) Business Days of the issuance of the report in Adobe Acrobat Portable Document format (pdf).
- b. The Contractor shall submit a bridge letter, addressing the gap between the report date and the Contractor's year-end, with the service Auditor's report in the event the audit report covers less than a twelve (12) month period.
- c. The Contractor shall electronically submit to the Division, within fifteen (15) Business Days of receipt from the Division, a completed Contractor's Self-Assessment Tools.
- d. The Contractor shall provide electronically, within ten (10) Business Days of the Division's request, written responses and supporting documentation to the Division for all audit follow-up review inquiries or requests for additional information.

4.3.17 Stewardship Meetings.

The Contractor shall coordinate and conduct at least two (2) semi-annual stewardship meetings with the Division to discuss MCM Services.

4.3.18 Quality Assurance and Performance Improvement (QAPI).

The Contractor shall establish and use a QAPI program to ensure the MCM Services described in this SOW are performed at a level of service that is acceptable to the Division throughout the term of the Contract.

- a. The Contractor shall develop and submit for Division approval, a QAPI program, which shall be in-place prior to commencing the delivery of MCM Services.
- b. The Contractor's QAPI shall include, but not be limited to, the following:
 - i. ongoing training of staff;
 - ii. monitoring of staff performance to ensure compliance with the Contract requirements to include, but not be limited to, the following:
 1. NCM adherence to documentation requirements; and
 2. NCM compliance with review of bills;
 - iii. monitoring of MCM Services provided to ensure compliance with the Contract requirements;
 - iv. interventions when Contractor performance needs improvement; and
 - v. evaluation to determine effectiveness of interventions.

- c. The Contractor shall monitor all services required by this Contract to ensure that all services performed meet the requirements for timelines, accuracy, completeness, consistency, and conformity, as specified in this SOW.
- d. The Contractor shall implement performance improvement actions when the Contractor's monitoring indicates a decline in any service performance by the Contractor and before any services performed by the Contractor fail to meet the performance requirements, as specified in this SOW.
- e. The Contractor shall monitor performance improvement actions for effectiveness and shall take all action necessary to bring the Contractor's service performance to levels that are acceptable to the Division.
- f. The Contractor shall, as changes occur, update and resubmit the proposed QAPI processes for approval by the Division.
- g. The Contractor shall allow the Division, or an authorized agent thereof, to monitor all activities conducted by the Contractor pursuant to the terms of the Contract. Such monitoring by the Division shall include, but not be limited to, reviewing the Contractor's internal evaluation procedures, reexamining program data, special analyses, on-site monitoring, formal audit examination, or any other procedures determined by the Division to be necessary.
- h. The Contractor shall submit a monthly QAPI Report to the Division that details the QAPI monitoring activities, to include interventions and evaluations, completed by the Contractor during the prior month.
- i. The Contractor shall submit a monthly Financial Consequences Report to the Division that lists all assessed financial consequences, penalties, any invoices submitted to the Contractor by the Division and the payment of such during the prior month and cumulatively for the Contract period to date.

4.3.19 Complaint Resolution.

The Contractor shall track and resolve Complaints received from Claimants, Employers, Providers, and the Division's PBM or MBR providers, that relate to the MCM Services within this SOW.

- a. The Contractor shall maintain a Complaint log that shall include, but not be limited to, the following:
 - i. the name of the Complainant;
 - ii. the date a Complaint was received;
 - iii. the date a Complaint was acknowledged;
 - iv. the nature of the Complaint;
 - v. a description of the investigation of the Complaint; and
 - vi. the written resolution response to Complainant.
- b. The Contractor shall adhere to the following response times for Complaint resolutions:
 - i. all Complaints will be acknowledged by the Contractor within one (1) Business Day from the date the Complaint is received by the Contractor; and
 - ii. all notifications of resolution will be sent by the Contractor within three (3) Business Days from the date the Complaint was received by the Contractor.
- c. The Contractor shall submit a monthly Complaint Report to the Division that includes the Complaint log and summarizes all activity related to Complaints during the prior month.

4.3.20 **Satisfaction Survey.**

The Contractor shall collect and evaluate customer satisfaction regarding MCM Services.

- a. The Contractor shall submit to the Division the satisfaction survey process for approval prior to distribution.
- b. The Contractor shall survey Claimants, Employers, the Division, and the Division's PBM and MBR providers quarterly.
- c. The Contractor shall submit to the Division a quarterly Satisfaction Survey Report to the Division that provides the results of the Contractor's collection of satisfaction survey results for the prior quarter.
- d. The Contractor shall, within one (1) Business Day of receipt, acknowledge all Division inquiries regarding the results of a Satisfaction Survey.
- e. The Contractor shall, within three (3) Business Days of acknowledgement, provide a written response to all Division inquiries.

4.3.21 **Fraud Investigation and/or Abuse.**

The Contractor shall have internal controls in place that are designed to prevent, detect, and report to the Division known or suspected health care Fraud and/or Abuse.

- a. The Contractor shall update internal controls to comply with all existing and future State policies or directives related to the prevention, detection, investigation and elimination of Fraud, Abuse, and other improprieties associated with prescription medications.
- b. The Contractor shall submit to the Division a monthly Fraud Investigation and/or Abuse Report that identifies all updated internal controls, investigations, findings, and resolutions related to Fraud and/or Abuse, or other improprieties associated with unnecessary cost or services that are not Medically Necessary or fail to meet professionally recognized standards for the prior month.

4.3.22 **Claimant Safety.**

The Contractor shall respond to situations that pose an immediate threat to the health, safety, and welfare of Claimants.

- a. The Contractor shall identify and notify the Division of potential or immediate threats to Claimants within one (1) Business Day of the identification.
- b. The Contractor shall submit to the Division a monthly Claimant Safety Report that summarizes any actions taken during the prior month related to Claimant safety that includes the following:
 - i. the Claimant's name;
 - ii. the nature of any threat;
 - iii. the description of any action taken by the Contractor in connection with any threat; and
 - iv. the dates involved.

4.3.23 **Corrective Action Plan (CAP).**

The Contractor shall develop a CAP to remedy any deficiencies in the MCM Services provided that are identified by the Division.

- a. The Contractor shall, within one (1) Business Day, acknowledge, in writing, receipt of notification from the Division, of a deficiency and the need for a CAP.

- b. The Contractor shall, within ten (10) Business Days of acknowledgement of receipt of notification of a deficiency by the Division, submit a CAP for approval to the Division's Contract Manager. The CAP shall include, but shall not be limited to, the following:
 - i. the corrective processes to be implemented by the Contractor to remedy deficiency;
 - ii. the staff member responsible for correcting deficiency;
 - iii. the time frame for implementing the actions necessary to correct deficiency; and
 - iv. the monitoring methods to be utilized for determining if the CAP is effective.
- c. The Contractor shall implement the CAP upon approval by the Division.
- d. The Contractor shall monitor the performance of the CAP and determine if the CAP is effective.
- e. The Contractor shall provide in writing to the Division, the outcome of the monitoring of the CAP.

4.3.24 **Transition and Close-Out.**

The Contractor shall have a draft Transition Plan that will successfully transition MCM Services upon termination of the Contract. The draft Transition Plan shall include the specific tasks and appropriate deadlines necessary to transition services. The transition of services shall take place without any additional cost to the Department or interruption to the provision of MCM Services to the state of Florida Claimants.

- a. The Contractor shall, upon notification by the Division, submit the draft Transition Plan to the Division for approval.
- b. The Contractor shall submit to the Division final reports.
- c. The Contractor shall acknowledge, in writing, receipt of final payment made by the Division within one (1) Business Day of receiving final payment.
- d. The Contractor shall return any non-expendable property to the Division, if applicable.
- e. The Contractor shall transfer all Claimant data collected during the Contract term and any previously provided Claimant data to the Division or the Division's authorized agent and shall certify that all data has been returned to the Division.
- f. The Contractor shall take all action necessary to prevent any unauthorized access to transferred data, which shall include, but not be limited to, the encryption of all data submissions and the submission of all data via the Contractor's SFTP site in an agreeable format.
- g. The Contractor shall destroy all copies of the Division's data, including copies that have been made to comply with State data retention law.
- h. The Contractor shall reimburse the Division for all outstanding financial consequences and any other pending invoices.
- i. The Contractor shall certify, in writing, to the Division that it has completed the Division's security transition and close-out processes described in a. through h. above.

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

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

DELIVERABLES, PERFORMANCE STANDARDS, AND FINANCIAL CONSEQUENCES TABLE		
Deliverable and Performance Standard	Due Date or Time Periods	Financial Consequences
1. Administrative Set-Up		
1.1 Administrative Set-Up (As required by Section 4.2)	The Contractor shall complete the Administrative Set-Up within ninety (90) Calendar Days of the effective date of the Contract, unless a mutually agreeable alternative timeline is established and agreed to, in writing, by the Division's Contract Manager.	<p>Failure to submit an acceptable Deliverable and/or meet the specified time criteria shall result in the Contractor being assessed for the Division's actual costs that result from the Contractor's failure to begin providing MCM Services when required, plus ten thousand dollars (\$10,000.00) for each Calendar Day that the Administrative Set-Up remains incomplete.</p> <p>Notwithstanding Section 3 of this SOW, the Contract is subject to termination by the Division without notice if it determines that MCM Services provided are not acceptable as a result of inadequate Administrative Set-Up.</p>
1.2 Implementation Plan (As required by Section 4.2, a.)	The Contractor shall submit the Implementation Plan to the Division within ten (10) Business Days from the execution date of the Contract, unless a mutually agreeable alternative timeline is agreed to, in writing, by the Division's Contract Manager.	Failure to submit the Implementation Plan and/or meet the specified time criteria shall result in the Contractor being assessed ten thousand dollars (\$10,000.00) for each Business Day that the Contractor fails to submit the Implementation Plan as required.
1.3 Implementation Schedule (As required by Section 4.2, b.)	The Contractor shall submit the Implementation Schedule to the Division within ten (10)	Failure to submit the Implementation Schedule and/or meet the specified

	Business Days from the execution date of the Contract, unless a mutually agreeable alternative timeline is agreed to, in writing, by the Division's Contract Manager.	time criteria shall result in the Contractor being assessed ten thousand dollars (\$10,000.00) for each Business Day that the Contractor fails to submit the Implementation Schedule as required.
1.4 Policies and Procedures (As required by Section 4.2, c.)	The Contractor shall submit Policies and Procedures for Section 4.3, Part B, MCM Services to the Division by a mutually agreed upon date, prior to commencing the delivery of MCM Services.	Failure to submit the Policies and Procedures shall result in the Contractor being assessed two thousand dollars (\$2,000.00) for each Business Day that the Contractor fails to submit Policies and Procedures as required.
1.5 Division Approval Required (As required by Section 4.2, d.)	The Contractor shall submit to the Division written documents identified within this SOW, that require Division approval, by a mutually agreed upon date, prior to commencing the delivery of MCM Services.	Failure to submit the written documents and/or meet the specified time criteria shall result in Contractor being assessed two thousand dollars (\$2,000.00) for each Business Day that the Contractor fails to submit written documents as required.
1.6 Training (As required by Section 4.2, e.)	The Contractor shall provide Training to the Division and MCM staff, by a mutually agreed upon date, prior to commencing the delivery of MCM Services.	Failure to meet the specified time criteria shall result in the Contractor being assessed five thousand dollars (\$5,000.00) for each Business Day beyond the agreed upon completion date that the Training remains incomplete.
1.7 Weekly Status Report (As required by Section 4.2, f.)	The Contractor shall submit the Weekly Status Report every Friday by close of business, or a mutually agreed upon time frame, once the contract is executed until Administrative Set-Up is completed.	Failure to submit the Weekly Status Report and/or meet the specified time criteria shall result in the Contractor being assessed two thousand dollars (\$2,000.00) for each Business Day that the Contractor fails to submit a Weekly Status Report as required.
2. Electronic Case Management System (ECMS)		

2.1 Electronic Case Management System (ECMS) (As required by Section 4.3.1, a.)	Twenty-four (24) hours per day, seven (7) days per week, with twelve (12) hours prior notification of scheduled maintenance outside of Business Hours and immediate notification of unscheduled system maintenance or operational downtime.	<p>Failure to meet the specified criteria shall result in the Contractor being assessed one thousand dollars (\$1,000.00) for each notification failure.</p> <p>Unscheduled system maintenance or operational downtime exceeding two (2) hours in duration within a Business Day shall result in the Contractor being assessed one thousand dollars (\$1,000.00) for each occurrence. Unscheduled system maintenance or operational downtime exceeding one (1) Business Day, shall result in the Contractor being assessed five thousand dollars (\$5,000.00) per Business Day.</p> <p>Scheduled system maintenance exceeding eight (8) hours during non-Business Hours shall result in the Contractor being assessed one thousand dollars (\$1,000.00) for each occurrence.</p>
2.2 System Update Training (As required by Section 4.3.1, c.)	The Contractor shall provide System Update Training to the Division within two (2) weeks of a system update that affects the delivery of MCM Services, or by a mutually agreed upon date.	Failure to provide System Update Training by the required date shall result in the Contractor being assessed one thousand dollars (\$1,000.00) for each Business Day beyond the required date that the training has not been provided.
2.3 Notification of Security Incidents (As required by Section 4.3.1, d.)	The Contractor shall notify the Division, in writing, within twenty-four (24) hours of the Contractor's discovery of any	Failure to notify the Division as required shall result in the Contractor being assessed five thousand dollars

	Security Incidents or potential security threats.	(\$5,000.00) for each notification failure.
2.4 System Availability Report (As required by Section 4.3.1, e.)	The Contractor shall submit the System Availability Report by the fifteenth (15th) Calendar Day of each month, unless a mutually agreeable alternative timeline is established, in writing.	Failure to submit the System Availability Report by the date required shall result in the Contractor being assessed one hundred dollars (\$100.00) for each Business Day beyond the required date that the report is not submitted by the Contractor.
2.5 Quarterly Training Report (As required by Section 4.3.1, f.)	The Contractor shall submit the Quarterly Training Report by the fifteenth (15th) Calendar Day after the end of each quarter, unless a mutually agreeable alternative timeline is established, in writing.	Failure to submit the Quarterly Training Report by the date required shall result in the Contractor being assessed one hundred dollars (\$100.00) for each Business Day beyond the required date that the report is not submitted by the Contractor.
2.6 Quarterly Security Report (As required by Section 4.3.1, g.)	The Contractor shall submit the Quarterly Security Report by the fifteenth (15th) Calendar Day after the end of each quarter, unless a mutually agreeable alternative timeline is established, in writing.	Failure to submit the Quarterly Security Report by the date required shall result in the Contractor being assessed one hundred dollars (\$100.00) for each Business Day beyond the required date that the report is not submitted by the Contractor.
3. Call Center		
3.1 Call Center System (As required by Section 4.3.2, a.)	Twenty-four (24) hours per day, seven (7) days per week, with twelve (12) hours prior notification of scheduled maintenance outside of Business Hours and immediate notification of unscheduled system maintenance or operational downtime.	<p>Failure to meet the specified criteria shall result in the Contractor being assessed one thousand dollars (\$1,000.00) for each notification failure.</p> <p>Unscheduled system maintenance or operational downtime exceeding two (2) hours in duration within a Business Day shall result in the Contractor being assessed one thousand dollars</p>

		<p>(\$1,000.00) for each occurrence. Unscheduled system maintenance or operational downtime exceeding one (1) Business Day, shall result in the Contractor being assessed five thousand dollars (\$5,000.00) per Business Day.</p> <p>Scheduled system maintenance exceeding eight (8) hours during non-Business Hours shall result in the Contractor being assessed one thousand dollars (\$1,000.00) for each occurrence.</p>
3.2 Call Center Requirements (As required by Section 4.3.2, a. and b.)	The Contractor shall provide the specified Call Center requirements on a continuing basis.	Failure to meet one of the specified Call Center requirements shall result in the Contractor being assessed twenty-five dollars (\$25.00) each time the Division determines that a requirement is not met.
3.2 Call Center Report (As required by Section 4.3.2, c.)	The Contractor shall submit the Call Center Report by the fifteenth (15 th) Calendar Day of each month, unless a mutually agreeable alternative timeline is established, in writing.	Failure to submit the Call Center Report by the due date will result in the Contractor being assessed one hundred dollars (\$100.00) for each Business Day beyond the required date that the report is not submitted by the Contractor.
4. First Report of Injury (FROI) and Division of Workers' Compensation (DWC) Packet		
4.1 FROI Completion (As required by Section 4.3.3, a. and b.)	The Contractor shall accept reports of injury twenty-four (24) hours per day, seven (7) days per week, and accurately complete the FROI upon each report of injury.	Failure to meet the designated criteria shall result in the Contractor being assessed one hundred dollars (\$100.00) for each occurrence.

4.2 Claim Add (As required by Section 4.3.3, c.)	The Contractor shall submit daily by 10:00 a.m., Eastern Time, the Claim Add data file with completed FROI for the prior twenty-four (24) hour period to the Contractor's SFTP site for retrieval by the Division, and its PBM and MBR providers.	Failure to submit the Claim Add data file daily by 10:00 a.m., Eastern Time, shall result in the Contractor being assessed one hundred dollars (\$100.00) for each Claim Add data file not submitted by 10:00 a.m., Eastern Time, and five hundred dollars (\$500.00) for each Business Day thereafter.
4.3 Claim Delete (As required by Section 4.3.3, d.)	The Contractor shall submit daily by 10:00 a.m., Eastern Time, the Claim Delete data file to the Contractor's SFTP site for retrieval by the Division, and its PBM and MBR providers.	Failure to submit the Claim Delete data file daily by 10:00 a.m., Eastern Time, shall result in the Contractor being assessed one hundred dollars (\$100.00) for each Claim Delete data file not submitted by 10:00 a.m., Eastern Time. Claim Delete data files submitted after the required time frame shall result in the Contractor being assessed five hundred dollars (\$500.00) for each Business Day that the Claim Delete data file is not submitted.
4.4 New Claimant Orientation Packet (As required by Section 4.3.3, g.)	The Contractor shall mail a New Claimant Orientation Packet within one (1) Business Day of claim being reported to the Contractor.	Failure to mail a New Claimant Orientation Packet by the required date shall result in the Contractor being assessed one hundred dollars (\$100.00) for each Business Day beyond the required date that the New Claimant Orientation Packet is not mailed by the Contractor.
4.5 Re-Mailed New Claimant Orientation Packet and Revised FROI (As required by Section 4.3.3, h. and i.)	The Contractor shall re-mail returned New Claimant Orientation Packets and revised FROI within one (1) Business Day of being notified of the Claimant's verified and corrected address.	Failure to re-mail a returned New Claimant Orientation Packet or revised FROI by the required date shall result in the Contractor being assessed one hundred dollars (\$100.00) for each Business

		Day beyond the required date.
4.6 FROI Report (As required by Section 4.3.3, k.)	The Contractor shall submit the FROI Report by the fifteenth (15th) Calendar Day of each month, unless a mutually agreeable alternative timeline is established, in writing.	Failure to submit the FROI Report by the required date shall result in the Contractor being assessed one hundred dollars (\$100.00) for each Business Day beyond the required date that the report is not submitted by the Contractor.
5. Claim Eligibility and File Maintenance		
5.1 Update Claim Eligibility File (As required by Section 4.3.4, c.)	The Contractor shall update the Claim Eligibility File within one (1) Business Day of receipt of updated information from the Division, Employer, or Claimant.	Failure to update the Claim Eligibility File by the required date shall result in the Contractor being assessed one hundred dollars (\$100.00) for each Business Day beyond the required date that the file is not updated.
5.2 Terminated Benefit Acknowledgement and Notification (As required by Section 4.3.4, d.)	The Contractor shall provide, in writing, to the Division the required acknowledgement and notification within one (1) Business Day of receipt of a benefit termination.	Failure to meet the specified criteria shall result in the Contractor being assessed one hundred dollars (\$100.00) for each Business Day beyond the required date that the Contractor fails to provide acknowledgement or notification.
5.3 Terminated Benefit Acknowledgement and Notification Report (As required by Section 4.3.4, e.)	The Contractor shall submit the Terminated Benefit Acknowledgement and Notification Report by the fifteenth (15 th) Calendar Day of each month, unless a mutually agreeable alternative timeline is established, in writing.	Failure to submit the Terminated Benefit Acknowledgement and Notification Report by the required date shall result in the Contractor being assessed one hundred dollars (\$100.00) for each Business Day beyond the required date that the report is not submitted by the Contractor.
5.4 Claim Eligibility File Report (As required by Section 4.3.4, f.)	The Contractor shall submit the Claim Eligibility Report by the fifteenth (15th) Calendar Day of each month, unless a	Failure to submit the Claim Eligibility File Report by the required date shall result in the Contractor being assessed

	mutually agreeable alternative timeline is established, in writing.	one hundred dollars (\$100.00) for each Business Day beyond the required date that the report is not submitted by the Contractor.
6. Triage and Initial Care		
6.1 Triage (As required by Section 4.3.5, a. and b.)	The Contractor shall perform Triage upon completion of the intake process.	Failure to Triage according to the specified criteria shall result in the Contractor being assessed one hundred dollars (\$100.00) for each occurrence.
6.2 Authorization of Initial Care (As required by Section 4.3.5, c.)	The Contractor shall authorize the initial medical services and provide billing information to the Providers prior to the Provider's encounter with the Claimant.	Failure to provide the required information to the Provider according to the specified criteria shall result in the Contractor being assessed one hundred dollars (\$100.00) for each occurrence.
6.3 Initial Medication Temporary Drug Card (As required by Section 4.3.5, d.)	The Contractor shall provide the Claimant with a Temporary Drug Card to obtain initial medications.	Failure to provide a Temporary Drug Card to the Claimant shall result in the Contractor being assessed one hundred dollars (\$100.00) for each occurrence.
6.4 Triage Summary and Transfer of Claim (As required by Section 4.3.5, e. and f.)	The Contractor shall document the Triage Summary and Transfer of Claim to the assigned NCM.	Failure to document Triage Summary and Transfer of Claim shall result in the Contractor being assessed one hundred dollars (\$100.00) for each occurrence.
6.5 Escalation Email Notifications (As required by Section 4.3.5, g.)	The Contractor shall send an Email Notification to the assigned Division adjuster for each escalated claim upon transfer to the ongoing NCM.	Failure to send an Email Notification shall result in the Contractor being assessed one hundred dollars (\$100.00) for each occurrence.

6.6 Triage Report (As required by Section 4.3.5, h.)	The Contractor shall submit the Triage Report by the fifteenth (15th) Calendar Day of each month, unless a mutually agreeable alternative timeline is established, in writing.	Failure to submit the Triage Report by the required date shall result in the Contractor being assessed one hundred dollars (\$100.00) for each Business Day beyond the required date that the report has not been submitted.
7. Medical Case Management (MCM) Services		
7.1 NCM Requirements (As required by Section 4.3.6, a.)	The Contractor shall provide NCMs that meet the requirements on a continuing basis.	Failure to provide NCMs that meet the specified requirements shall result in the Contractor being assessed one thousand dollars (\$1,000.00) for each occurrence.
7.2 Continuing Education (As required by Section 4.3.6, b.)	The Contractor shall provide twelve (12) hours of CEU to the Division and the NCMs throughout the course of the Calendar Year.	Failure to meet the specified criteria shall result in the Contractor being assessed one hundred dollars (\$100.00) for each CEU not provided.
7.3 Documentation of MCM Services and Communication (As required by Section 4.3.6, c. and d.)	The Contractor shall document MCM Services and claim related communications in the ECMS in real time.	Failure to document MCM Services and claim related communications in the ECMS in real time shall result in the Contractor being assessed one hundred dollars (\$100.00) for each occurrence.
7.4 Litigation Related Requests (As required by Section 4.3.6, e.)	The Contractor shall respond, in writing, within two (2) Business Days to all Litigation Related Requests.	Failure to respond to a Litigation Related Requests, shall result in the Contractor being assessed one hundred dollars (\$100.00) for each Business Day beyond the required date.
7.5 Return to Work Strategies and Cost Containment Savings (As required by Section 4.3.6, j.)	The Contractor shall document the review of claims for Return to Work Strategies and Cost Containment Savings monthly.	Failure to review and document the claims for Return to Work and Cost Containment Savings, shall result in the Contractor being assessed one hundred dollars (\$100.00) for each occurrence.

7.6 Medical Case Management Report (As required by Section 4.3.6, l.)	The Contractor shall submit the Medical Case Management Report by the fifteenth (15th) Calendar Day of each month, unless a mutually agreeable alternative timeline is established, in writing.	Failure to submit the Medical Case Management Report by the required date shall result in the Contractor being assessed one hundred dollars (\$100.00) for each Business Day beyond the required date that the report is not submitted by the Contractor.
8. Coordination of Medical Benefits		
8.1 Coordination of Medical Benefits (As required by Section 4.3.7, a. through d.)	The Contractor shall provide Coordination of Medical Benefits after receipt of claim from Triage.	Failure to meet the specified criteria, shall result in the Contractor being assessed one hundred dollars (\$100.00) for each occurrence.
8.2 Specialist Travel Time (As required by Section 4.3.7, e.)	The Contractor shall provide access to specialist care to ensure that travel does not exceed one-hour, one-way unless justification is documented, in writing, in the claim file.	Failure to meet the specified criteria, shall result in the Contractor being assessed one hundred dollars (\$100.00) for each occurrence.
8.3 No-Show Fee (As required by Section 4.3.7, i.)	The Contractor shall reimburse the Division for payment of a No-Show Fee that is not supported by the appointment confirmation and appointment reminder documentation.	Failure to meet the specified criteria shall result in the Contractor's reimbursement of the No-Show Fee to the Division.
8.4 Submission of Medical Notes and DFS-F5-DWC-25 (As required by Section 4.3.7, j.)	The Contractor shall follow-up with the Provider's office for Submission of Medical Notes and DFS-F5-DWC-25, in accordance with F.S. and F.A.C. requirements.	Failure to meet the specified criteria, shall result in the Contractor being assessed one hundred dollars (\$100.00) for each occurrence.
8.5 Medical Documentation (As required by Section 4.3.7, k.)	The Contractor shall provide, in writing to the Division and the Employer, Medical Documentation of Treatment Plans, functional limitations, and work restrictions, for timely payment of indemnity benefits, in accordance with F.S. and F.A.C. requirements.	Failure to meet the specified criteria, shall result in the Contractor being assessed one hundred dollars (\$100.00) for each occurrence. The Contractor shall also be assessed the penalties and interest assessed to the

		Division for a late payment of benefits.
8.6 Requests for Referrals (As required by Section 4.3.7, l.)	The Contractor shall respond to Requests for Referrals, work status, and respond to requests for referrals in accordance with F.S. and F.A.C. requirements.	<p>Failure to meet the specified criteria, shall result in the Contractor being assessed one hundred dollars (\$100.00) for each occurrence.</p> <p>The Contractor shall also be assessed the attorney fees incurred as a result of delayed coordination of care.</p>
8.7 Escalation Process (As required by Section 4.3.7, n.)	The Contractor shall follow the Escalation Process as required and follow-up with the NCM's supervisor and/or the Division's adjuster, as needed.	Failure to meet the specified criteria, shall result in the Contractor being assessed one hundred dollars (\$100.00) for each occurrence.
8.8 Pharmacy Benefits Coordination Documentation (As required by Section 4.3.7, o.)	The Contractor shall document the coordination of pharmacy benefits with the Division's PBM provider.	Failure to meet the specified criteria, shall result in the Contractor being assessed one hundred dollars (\$100.00) for each occurrence.
8.9 One-Time Physician Change (As required by Section 4.3.7, p.)	The Contractor shall respond to a Claimant's request for One-Time Physician Change, in accordance with F.S. and F.A.C. requirements.	Failure to meet the specified criteria, shall result in the Contractor being assessed one hundred dollars (\$100.00) for each occurrence.
8.10 Pre-payment Process (As required by Section 4.3.7, q.)	<p>The Contractor shall comply with the Division's Pre-payment Process.</p> <p>The Contractor shall monitor the Provider's compliance with the Pre-payment Process and subsequent billing.</p>	<p>Failure to comply with the Division's Pre-payment Process shall result in the Contractor being assessed one hundred dollars (\$100.00) for each occurrence.</p> <p>Failure to monitor the Provider's compliance with the Pre-payment Process and subsequent billing shall result in the Contractor's reimbursement of the</p>

		overpayment amount to the Division.
8.11 IMEs (As required by Section 4.3.7, r.)	The Contractor shall coordinate IMEs upon request from the Division's adjuster or attorney.	Failure to comply with the specified criteria, shall result in the Contractor being assessed one hundred dollars (\$100.00) for each occurrence.
8.12 Request for External Field Nurse (As required by Section 4.3.7, t.)	Should the Contractor lack the internal resources to accomplish a task, the NCM shall submit, in writing, to the Division's adjuster, a request for an EFN to assist in accomplishing a specific, time limited, MCM task at the Contractor's expense.	Failure to have the internal resources for the coordination of medical benefits, shall result in the Contractor being assessed the invoiced cost of the EFN for completion of the task.
8.13 Claim Documentation (As required by Section 4.3.7, u.)	The Contractor shall, upon approval for an EFN by the Division's adjuster, provide the required Claim Documentation.	Failure to meet the specified criteria shall result in the Contractor being assessed one hundred dollars (\$100.00) per occurrence.
8.14 Division Request for an External Field Nurse (As required by Section 4.3.7, v.)	The Contractor shall be responsible for the MCM of the claim and document coordinated care with the EFN.	Failure to meet the specified criteria for MCM of the claim and document coordinated care with the EFN shall result in the Contractor being assessed one hundred dollars (\$100.00) per occurrence.
8.15 Claimant Treatment Plan (As required by Section 4.3.7, w.)	The Contractor shall monitor and document the Claimant Treatment Plan.	Failure to meet the specified criteria, shall result in the Contractor being assessed one hundred dollars (\$100.00) for each occurrence.
8.16 Coordination of Subcontracted Medical Care (As required by Section 4.3.7, x.)	The Contractor shall document coordination of care when provided by a Subcontractor.	Failure to meet the specified criteria, shall result in the Contractor being assessed one hundred dollars (\$100.00) for each occurrence.
8.17 Medical Bill Review (As required by Section 4.3.7, y. and z.)	The Contractor shall review medical bills and submit to the Division's PBM and MBR providers within two (2) Business Days of receipt.	Failure to meet the specified criteria, shall result in the Contractor being assessed one hundred dollars

		<p>(\$100.00) for each occurrence.</p> <p>The Contractor shall also be assessed the CPS penalties assessed to the Division for late payments due to the Contractor's failure to comply with the SOW.</p>
8.18 Transportation and Requested Medical Records Invoices (As required by Section 4.3.7, aa.)	The Contractor shall review and certify invoices for Transportation and Requested Medical Records for submission to the Division, within two (2) Business Days of receipt.	Failure to meet the specified criteria, shall result in the Contractor being assessed one hundred dollars (\$100.00) for each occurrence.
8.19 Pre-existing Condition Medical Record Request Report (As required by Section 4.3.7, cc.)	The Contractor shall submit the Pre-existing Condition Medical Record Request Report by the fifteenth (15th) Calendar Day of each month, unless a mutually agreeable alternative timeline is established, in writing.	Failure to submit the Pre-existing Condition Medical Record Request Report by the required date shall result in the Contractor being assessed one hundred dollars (\$100.00) for each Business Day beyond the required date that the report is not submitted by the Contractor.
8.20 Provider Medical Quality Assurance Status Report (As required by Section 4.3.7, dd.)	The Contractor shall submit the Provider Medical Quality Assurance Status Report by the fifteenth (15th) Calendar Day of each month, unless a mutually agreeable alternative timeline is established, in writing.	Failure to submit the Provider Medical Quality Assurance Status Report by the required date shall result in the Contractor being assessed one hundred dollars (\$100.00) for each Business Day beyond the required date that the report is not submitted by the Contractor.
8.21 W-9 Report (As required by Section 4.3.7, ee.)	The Contractor shall submit the W-9 Report by the fifteenth (15th) Calendar Day of each month, unless a mutually agreeable alternative timeline is established, in writing.	Failure to submit the W-9 Report by the required date shall result in the Contractor being assessed one hundred dollars (\$100.00) for each Business Day beyond the required date that the report is not submitted by the Contractor.

8.22 Specialist Care Travel Report (As required by Section 4.3.7, ff.)	The Contractor shall submit the Specialist Care Travel Report by the fifteenth (15 th) Calendar Day of each month, unless a mutually agreeable alternative timeline is established, in writing.	Failure to submit the Specialist Care Travel Report by the required date shall result in the Contractor being assessed one hundred dollars (\$100.00) for each Business Day beyond the required date that the report is not submitted by the Contractor.
8.23 No-Show Fee Report (As required by Section 4.3.7, gg.)	The Contractor shall submit the No-Show Fee Report by the fifteenth (15 th) Calendar Day of each month, unless a mutually agreeable alternative timeline is established, in writing.	Failure to submit the No-Show Fee Report by the required date shall result in the Contractor being assessed one hundred dollars (\$100.00) for each Business Day beyond the required date that the report is not submitted by the Contractor.
8.24 DFS-F5-DWC-25 Report (As required by Section 4.3.7, hh.)	The Contractor shall submit the DFS-F5-DWC-25 Report by the fifteenth (15 th) Calendar Day of each month, unless a mutually agreeable alternative timeline is established, in writing.	Failure to submit the DFS-F5-DWC-25 Report by the required date shall result in the Contractor being assessed one hundred dollars (\$100.00) for each Business Day beyond the required date that the report is not submitted by the Contractor.
8.25 Referral Response Report (As required by Section 4.3.7, ii.)	The Contractor shall submit the Referral Response Report by the fifteenth (15 th) Calendar Day of each month, unless a mutually agreeable alternative timeline is established, in writing.	Failure to submit the Referral Response Report by the required date shall result in the Contractor being assessed one hundred dollars (\$100.00) for each Business Day beyond the required date that the report is not submitted by the Contractor.
8.26 Escalation Report (As described by Section 4.3.7, jj.)	The Contractor shall submit the Escalation Report by the fifteenth (15 th) Calendar Day of each month, unless a mutually agreeable alternative timeline is established, in writing.	Failure to submit the Escalation Report by the required date shall result in the Contractor being assessed one hundred dollars (\$100.00) for each Business Day beyond the required date that the report is not submitted by the Contractor.

8.27 Pharmacy Benefits Coordination Report (As required by Section 4.3.7, kk.)	The Contractor shall submit the Pharmacy Benefits Coordination Report by the fifteenth (15th) Calendar Day of each month, unless a mutually agreeable alternative timeline is established, in writing.	Failure to submit the Pharmacy Benefits Coordination Report by the required date shall result in the Contractor being assessed one hundred dollars (\$100.00) for each Business Day beyond the required date that the report is not submitted by the Contractor.
8.28 One-Time Physician Change Report (As required by Section 4.3.7, ll.)	The Contractor shall submit the One-Time Physician Change Report by the fifteenth (15th) Calendar Day of each month, unless a mutually agreeable alternative timeline is established, in writing.	Failure to submit the One-Time Physician Change Report by the required date shall result in the Contractor being assessed one hundred dollars (\$100.00) for each Business Day beyond the required date that the report is not submitted by the Contractor.
8.29 IME Report (As required by Section 4.3.7, mm.)	The Contractor shall submit the IME Report by the fifteenth (15th) Calendar Day of each month, unless a mutually agreeable alternative timeline is established, in writing.	Failure to submit the IME Report by the required date shall result in the Contractor being assessed one hundred dollars (\$100.00) for each Business Day beyond the required date that the report is not submitted by the Contractor.
8.30 External Field Nurse Report (As required by Section 4.3.7, nn.)	The Contractor shall submit the EFN Report by the fifteenth (15th) Calendar Day of each month, unless a mutually agreeable alternative timeline is established, in writing.	Failure to submit the EFN Report by the required date shall result in the Contractor being assessed one hundred dollars (\$100.00) for each Business Day beyond the required date that the report is not submitted by the Contractor.
8.31 MMI and PIR Report (As required by Section 4.3.7, oo.)	The Contractor shall submit the MMI and PIR Report by the fifteenth (15th) Calendar Day of each month, unless a mutually agreeable alternative timeline is established, in writing.	Failure to submit the MMI and PIR Report by the required date shall result in the Contractor being assessed one hundred dollars (\$100.00) for each Business Day beyond the required date

		that the report is not submitted by the Contractor.
9. Subcontractors		
9.1 Subcontractor Prior Written Approval (As required by Section 4.3.8)	The Contractor shall receive Subcontractor Prior Written Approval from the Division for any subcontracted MCM service.	Failure to receive Subcontractor Prior Written Approval from the Division shall result in the Contractor being assessed five thousand dollars (\$5,000.00) for each subcontracted MCM service.
9.2 Subcontractor Monitoring (As required by Section 4.3.8, d.)	The Contractor shall monitor all subcontracted MCM Services monthly.	Failure to perform Subcontractor monitoring shall result in the Contractor being assessed five thousand dollars (\$5,000.00) for each Subcontractor not monitored.
9.3 Subcontractor Monitoring Report (As required by Section 4.3.8, e.)	The Contractor shall submit to the Division the Subcontractor Monitoring Report by the fifteenth (15th) Calendar Day of each month, unless a mutually agreeable alternative timeline is established, in writing.	Failure to submit the Subcontractor Monitoring Report by the required date shall result in the Contractor being assessed one hundred dollars (\$100.00) for each Business Day beyond the required date that the report is not submitted by the Contractor.
10. Cost Containment		
10.1 Negotiated Pricing Arrangements (As required by Section 4.3.9, b. and c.)	The Contractor shall communicate Negotiated Pricing Arrangements to the Division's MBR Contractor.	Failure to meet the specified criteria, shall result in the Contractor being assessed one hundred dollars (\$100.00) for each occurrence.
10.2 Response to Reimbursement Disputes (As required by Section 4.3.9, d.)	The Contractor shall review and assist the Division and the Division's PBM and MBR providers with responses to any utilization and/or reimbursement disputes within two (2) Business Days.	Failure to meet the specified criteria, shall result in the Contractor being assessed one hundred dollars (\$100.00) for each occurrence.
10.3 Cost Containment Report (As required by Section 4.3.9, e.)	The Contractor shall submit to the Division the Cost Containment Report by the fifteenth (15th) Calendar Day	Failure to submit the Cost Containment Report by the required date shall result in the Contractor being assessed

	of each month, unless a mutually agreeable alternative timeline is established, in writing.	one hundred dollars (\$100.00) for each Business Day beyond the required date that the report is not submitted by the Contractor.
11. Utilization and Peer Review (UR/PR)		
11.1 Provider Compliance and Violations (As required by Section 4.3.10, a.)	The Contractor shall review all bills submitted by the Providers and monitor the Providers for compliance and violations.	Failure to meet the specified criteria, shall result in the Contractor being assessed one hundred dollars (\$100.00) for each occurrence.
11.2 Monitor Providers (As required by Section 4.3.10, b.)	The Contractor shall Monitor Providers for violations as defined in Rule 69L-34.001, F.A.C., and escalate identified violations to the NCM's supervisor and the Division's adjuster.	Failure to meet the specified criteria, shall result in the Contractor being assessed one hundred dollars (\$100.00) for each occurrence.
11.3 UR/PR Referrals (As required by Section 4.3.10, d. through h.)	The Contractor shall refer requests for UR/PR to the Division's PBM or MBR providers upon identification of the need for a review.	Failure to meet the specified criteria, shall result in the Contractor being assessed one hundred dollars (\$100.00) for each occurrence.
11.4 Health Care Provider Violations Report (As required by Section 4.3.10, i.)	The Contractor shall submit the Health Care Provider Violations Report by the fifteenth (15th) Calendar Day of each month, unless a mutually agreeable alternative timeline is established, in writing.	Failure to submit the Health Care Provider Violations Report by the required date shall result in the Contractor being assessed one hundred dollars (\$100.00) for each Business Day beyond the required date that the report is not submitted by the Contractor
11.5 ODG Report (As required by Section 4.3.10, j.)	The Contractor shall submit the ODG Report by the fifteenth (15th) Calendar Day of each month, unless a mutually agreeable alternative timeline is established, in writing.	Failure to submit the ODG Report by the required date shall result in the Contractor being assessed one hundred dollars (\$100.00) for each Business Day beyond the required date that the report is not submitted by the Contractor.

11.6 UR/PR Report (As required by Section 4.3.10, k.)	The Contractor shall submit the UR/PR Report by the fifteenth (15th) Calendar Day of each month, unless a mutually agreeable alternative timeline is established, in writing.	Failure to submit the UR/PR Report by the required date shall result in the Contractor being assessed one hundred dollars (\$100.00) for each Business Day beyond the required date that the report is not submitted by the Contractor.
12. Data File Submission		
12.1 Medical Bill Data Files (As required by Section 4.3.11, a.)	The Contractor shall submit Medical Bill Data Files to the Contractor's SFTP site every Business Day.	Failure to submit the Medical Bill Data Files shall result in the Contractor being assessed one hundred dollars (\$100.00) for each Business Day not submitted.
12.2 Non-Medical Bill Data Files (As required by Section 4.3.11, b.)	The Contractor shall submit Non-Medical Bill Data Files to the Contractor's SFTP site every Business Day.	Failure to submit the Non-Medical Bill Data Files shall result in the Contractor being assessed one hundred dollars (\$100.00) for each Business Day not submitted.
12.3 SFTP Site Monitoring (As required by Section 4.3.11, d.)	The Contractor shall follow up with the Division, the Division's PBM and MBR providers, when the data file remains on the Contractor's SFTP Site after forty-eight (48) hours.	Failure to meet the specified criteria, shall result in the Contractor being assessed one hundred dollars (\$100.00) for each occurrence.
13. Provider Relations		
13.1 Monitor Outcomes of Provider Services (As required by Section 4.3.12, d. through g.)	The Contractor shall Monitor Outcomes of Provider Services.	Failure to Monitor Outcomes of Provider Services shall result in the Contractor being assessed one hundred dollars (\$100.00) for each occurrence.
13.2 Survey Providers (As required by Section 4.3.12, h.)	The Contractor shall Survey Providers quarterly.	Failure to Survey Providers shall result in the Contractor being assessed one thousand dollars (\$1,000.00) for each occurrence.
13.3 Provider Relations Report (As required by Section 4.3.12, j.)	The Contractor shall submit the Provider Relations Report by the fifteenth (15th)	Failure to submit the Provider Relations Report by the required date shall result

	Calendar Day of each month, unless a mutually agreeable alternative timeline is established, in writing.	in the Contractor being assessed one hundred dollars (\$100.00) for each Business Day beyond the required date that the report is not submitted by the Contractor.
13.4 Provider Satisfaction Report (As required by Section 4.3.12, k.)	The Contractor shall submit to the Division a Quarterly Provider Satisfaction Report by the fifteenth (15 th) Calendar Day after the end of each quarter, unless a mutually agreeable alternative timeline is established, in writing.	Failure to submit the Provider Satisfaction Report shall result in the Contractor being assessed one hundred dollars (\$100.00) for each Business Day beyond the required date that the report is not submitted by the Contractor.
14. Claim Overpayment Recovery		
14.1 Payment of Invalid Claim or Overpayment Recovery (As required by Section 4.3.13, a. through d.)	The Contractor shall initiate the Overpayment Recovery process within one (1) Business Day of discovery.	Failure to meet the specified criteria shall result in the Contractor being assessed one hundred dollars (\$100.00) for each occurrence.
14.2 Overpayment Recovery Report (As required by Section 4.3.13, e.)	The Contractor shall submit the Overpayment Recovery Report by the fifteenth (15 th) Calendar Day of each month, unless a mutually agreeable alternative timeline is established, in writing. The Contractor shall initiate the Overpayment Recovery process within one (1) Business Day of discovery.	Failure to submit the Overpayment Recovery Report by the required date shall result in the Contractor being assessed one hundred dollars (\$100.00) for each Business Day beyond the required date that the report is not submitted by the Contractor.
15. Invoicing and Payment to Contractor		
15.1 Invoice Submission (As required by Section 4.3.14, a. through f.)	The Contractor shall invoice the Division monthly throughout the Contract term, unless a mutually agreeable alternative timeline is established, in writing.	Failure to submit a monthly invoice to the Division shall result in the Contractor being assessed one hundred dollars (\$100.00) for each Business Day beyond the required date that the invoice is not submitted by the Contractor.
16. Ad-Hoc Reports		

16.1 Ad-Hoc Reports (As required by Section 4.3.15, a.)	The Contractor shall submit an Ad-Hoc Report within five (5) Business Days from the receipt of the Division's request, unless a mutually agreeable timeline is established.	Failure to submit an Ad-Hoc Report by the required date shall result in the Contractor being assessed one hundred dollars (\$100.00) for each Business Day beyond the required date that an Ad-Hoc Report is not submitted by the Contractor.
17. SSAE 18 (SOC 1 & SOC 2) Type II Audit and Contractor's Self-Assessment Tools		
17.1 Submission of SSAE 18 (SOC 1 & SOC 2) Type II Audit Report and Contractor's Self-Assessment Tools (As required by Section 4.3.16, a. and c.)	The Contractor shall submit the required report and self-assessment tools within fifteen (15) Business Days of the issuance of a final audit report, unless a mutually agreeable alternative timeline is established, in writing.	<p>Failure to submit the SSAE 18 (SOC 1 & SOC 2) Type II Audit Report and Contractor's Self-Assessment Tools by the required date shall result in the Contractor being assessed one hundred dollars (\$100.00) for each Business Day beyond the required date that the Audit Report or the Contractor's Self-Assessment Tools are not submitted by the Contractor.</p> <p>Failure to correlate the SSAE 18 (SOC 1 & SOC 2) Type II Audit Report with the Contractor's Self-Assessment Tools and identify any potential impact to the Division shall result in the Contractor being assessed five hundred dollars (\$500.00) for each omission.</p>
17.2 Bridge Letter (As required by Section 4.3.16, b.)	The Contractor shall submit a Bridge Letter, if applicable, within fifteen (15) Business Days of the issuance of a final audit report, unless a mutually agreeable alternative timeline is established, in writing.	Failure to submit a Bridge Letter by the required date shall result in the Contractor being assessed one hundred dollars (\$100.00) for each Business Day beyond the required date that the Bridge Letter has not been submitted by the Contractor.
17.3 Respond to Division Inquiries (As required by Section	The Contractor shall Respond to Division Inquiries with	Failure to Respond to Division Inquiries by the

4.3.16, d.)	supporting documentation within ten (10) Business Days of the receipt of any inquiry or request, unless a mutually agreeable timeline is established.	required date shall result in the Contractor being assessed one hundred dollars (\$100.00) for each Business Day beyond the required date that a response is not submitted by the Contractor.
18. Stewardship Meetings		
18.1 Semi-Annual Stewardship Meetings (As required by Section 4.3.17)	The Contractor shall coordinate and conduct at least two (2) Semi-Annual Stewardship Meetings, with the Division, to discuss MCM Services.	Failure to meet the specified criteria shall result in the Contractor being assessed one thousand dollars (\$1,000.00) for each occurrence.
19. Quality Assurance and Performance Improvement (QAPI)		
19.1 QAPI Program Development and Submission (As required by Section 4.3.18, a. and b.)	The Contractor shall develop and submit a QAPI Program to the Division for approval prior to commencing the delivery of MCM Services.	Failure to submit the QAPI Program to the Division for approval within the specified time criteria shall result in the Contractor being assessed one thousand dollars (\$1,000.00) for each Business Day that the QAPI Program is not submitted.
19.2 QAPI Program Monitoring (As required by Section 4.3.18, c. through e.)	The Contractor shall monitor all services required by this Contract and implement performance improvement actions when the Contractor's monitoring indicates a decline in any service performance.	Failure to monitor and implement performance improvement actions shall result in the Contractor being assessed one hundred dollars (\$100.00) for each occurrence.
19.3 QAPI Program Updates (As required by Section 4.3.18, f.)	The Contractor shall, as changes occur, update and resubmit the proposed QAPI processes for Division approval.	Failure to update and resubmit the QAPI Program Updates shall result in the Contractor being assessed one hundred dollars (\$100.00) for each occurrence.
19.4 QAPI Report (As required by Section 4.3.18, h.)	The Contractor shall submit the QAPI Report by the fifteenth (15th) Calendar Day of each month, unless a mutually agreeable alternative timeline is established, in writing.	Failure to submit the QAPI Report by the required date shall result in the Contractor being assessed one hundred dollars (\$100.00) for each Business Day that the QAPI

		Report is not submitted by the Contractor.
19.5 Financial Consequences Report (As required by Section 4.3.18, i.)	The Contractor shall submit the Financial Consequences Report by the fifteenth (15 th) Calendar Day of each month, unless a mutually agreeable alternative timeline is established, in writing.	Failure to submit the Financial Consequences Report by the required date shall result in the Contractor being assessed one hundred dollars (\$100.00) for each Business Day beyond the required date that the Financial Consequences Report is not submitted by the Contractor.
20. Complaint Resolution		
20.1 Complaint Resolution (As required by Section 4.3.19, a. and b.)	The Contractor shall comply with the Complaint Resolution requirements, on a continuing basis throughout the Contract term.	Failure to meet the specified criteria shall result in the Contractor being assessed one hundred dollars (\$100.00) for each occurrence.
20.2 Complaint Report (As required by Section 4.3.19, c.)	The Contractor shall submit the Complaint Report to the Division by the 15 th Calendar Day of each month, unless an agreeable alternative timeline is established, in writing.	Failure to submit the Complaint Report by the required date shall result in the Contractor being assessed one hundred dollars (\$100.00) for each Business Day beyond the required date that the report is not submitted by the Contractor.
21. Satisfaction Survey		
21.1 Satisfaction Survey Process (As required by Section 4.3.20, a.)	During Administrative Set-Up, the Contractor shall submit the Satisfaction Survey Process to the Division for approval.	Failure to submit the Satisfaction Survey Process to the Division for approval by the required date shall result in the Contractor being assessed five hundred (\$500.00) for each Business Day beyond the required date that the process is not submitted by the Contractor.
21.2 Satisfaction Survey Report (As required by Section 4.3.20, c.)	The Contractor shall submit the Satisfaction Survey Report by the fifteenth (15 th) Calendar	Failure to submit a Satisfaction Survey Report by the required date shall

	Day after the end of each quarter, unless a mutually agreeable alternative timeline is established, in writing.	<p>result in the Contractor being assessed five hundred dollars (\$500.00) for each Business Day beyond the required date that the report is not submitted by the Contractor.</p> <p>The Contractor shall be assessed twenty thousand dollars (\$20,000.00) if the average of all criteria is less than satisfactory.</p>
21.3 Acknowledge Division Inquiries (As required by Section 4.3.20, d.)	The Contractor shall Acknowledge Division Inquiries, in writing, within one (1) Business Day of receipt.	Failure to Acknowledge Division Inquiries shall result in the Contractor being assessed five hundred dollars (\$500.00) for each Business Day until the acknowledgement is submitted by the Contractor.
21.4 Division Inquiries – Written Response (As required by Section 4.3.20, e.)	The Contractor shall provide a Written Response to all inquiries made by the Division within three (3) Business Days of acknowledgement.	Failure to submit a Written Response by the required date shall result in the Contractor being assessed one hundred dollars (\$100.00) for each Business Day beyond the required date that the response is not submitted by the Contractor.
22. Fraud Investigation and/or Abuse		
22.1 Fraud Investigation and/or Abuse Report (As required by Section 4.3.21, a. and b.)	The Contractor shall submit the Fraud Investigation and/or Abuse Report by the fifteenth (15th) Calendar Day of each month, unless a mutually agreeable alternative timeline is established, in writing.	Failure to submit the Fraud Investigation and/or Abuse Report by the required date shall result in the Contractor being assessed one hundred dollars (\$100.00) for each Business Day beyond the required date that the report is not submitted by the Contractor.
23. Claimant Safety		
23.1 Threat Identification and Division Notification (As required by Section 4.3.22, a.)	The Contractor shall notify the Division of any threats to Claimants within one (1)	Failure to notify the Division as required shall result in the Contractor being assessed one thousand dollars

	Business Day of identifying any safety concern.	(\$1,000.00) for each occurrence. Failure to identify a potential or immediate threat to Claimants shall result in the Contractor being assessed one thousand dollars (\$1,000.00) for each occurrence.
23.2 Claimant Safety Report (As required by Section 4.3.22, b.)	The Contractor shall submit a monthly Claimant Safety Report to the Division by the fifteenth (15th) Calendar Day of each month, unless a mutually agreeable alternative timeline is established, in writing.	Failure to submit the Claimant Safety Report by the required date shall result in the Contractor being assessed one hundred dollars (\$100.00) for each Business Day beyond the required date that the report is not submitted by the Contractor.
24. Corrective Action Plan (CAP)		
24.1 Acknowledgement of CAP (As required by Section 4.3.23, a.)	The Contractor shall acknowledge, in writing, receipt of notification that a CAP is required, to the Division within one (1) Business Day.	Failure to submit an Acknowledgement of CAP by the required date shall result in the Contractor being assessed five hundred dollars (\$500.00) for each Business Day beyond the required date that an acknowledgement is not submitted by the Contractor.
24.2 Completion and Submission of CAP (As required by Section 4.3.23, b.)	The Contractor shall complete and submit a CAP for approval within ten (10) Business Days of an acknowledgement of notification from the Division.	Failure to complete and submit a CAP by the required date shall result in the Contractor being assessed ten thousand dollars (\$10,000.00) for each Business Day beyond the required date that a CAP is not submitted by the Contractor.
24.3 Implementation of CAP (As required by Section 4.3.23, c.)	The Contractor shall implement a CAP within the time frame approved by the Contract Manager and specified in the CAP.	Failure to implement a CAP within the required time frame shall result in the Contractor being assessed five thousand dollars (\$5,000.00) for each Business

		Day that the CAP is not implemented by the Contractor.
24.4 Monitor and Report Results of CAP (As required by Section 4.3.23, d. and e.)	The Contractor shall Monitor and Report the Results of a CAP to the Division within the time frame approved by the Contract Manager and specified in the CAP.	Failure to Monitor and Report Results of CAP shall result in the Contractor being assessed ten thousand dollars (\$10,000.00) for each Business Day beyond the required date that a CAP is not submitted by the Contractor.
25. Transition and Close-Out		
25.1 Transition Plan (As required by Section 4.3.24, a.)	The Contractor shall, upon notification by the Division, submit a draft Transition Plan to the Division for approval. The due date for the submission of a draft Transition Plan shall be determined by the Division.	Failure to submit a draft Transition Plan by the required date shall result in the Contractor being assessed ten thousand dollars (\$10,000.00) for each Business Day beyond the required date that the draft Transition Plan is not submitted by the Contractor.
25.2 Final Reports (As required by Section 4.3.24, b.)	The Contractor shall submit any Final Reports, required by this SOW, by the date specified in the Transition Plan and approved by the Division.	Failure to submit any Final Reports by the required date shall result in the Contractor being assessed five hundred dollars (\$500.00) for each Business Day beyond the required date that the final report is not submitted by the Contractor.
25.3 Payment Receipt Acknowledgement (As required by Section 4.3.24, c.)	The Contractor shall acknowledge, in writing, receipt of any final payment made by the Division within one (1) Business Day of receiving final payment.	Failure to submit a Payment Receipt Acknowledgement by the required date shall result in the Contractor being assessed five hundred dollars (\$500.00) for each Business Day beyond the required date that an acknowledge is not submitted by the Contractor.
25.4 Return Non-Expendable Property (As required by Section 4.3.24, d.)	The Contractor shall Return Non-Expendable Property to the Division, by the date specified in the Transition Plan and approved by the Division.	Failure to Return Non-Expendable Property to the Division by the required date shall result in the Contractor being assessed five thousand

		dollars (\$5,000.00) for each Business Day beyond the required date that any property is not returned to the Division.
25.5 Claimant Data (As required by Section 4.3.24, e. and f.)	The Contractor shall transfer Claimant Data to the Division or the Division's authorized agent by the date specified in the Transition Plan.	Failure to transfer Claimant Data by the date required shall result in the Contractor being assessed five thousand dollars (\$5,000.00) for each Business Day beyond the required date that the Claimant Data is not transferred by the Contractor.
25.6 Data Destruction (As required by Section 4.3.24, g.)	The Contractor shall destroy copies of the Division's data by the date specified in the Transition Plan and approved by the Division.	Failure to complete the Data Destruction by the required date shall result in the Contractor being assessed five hundred dollars (\$500.00) for each Business Day beyond the required date that Data Destruction has not been completed.
25.7 Final Reimbursement (As required by Section 4.3.24, h.)	The Contractor shall reimburse the Division for all outstanding financial consequences and any other pending invoices by the date specified in the Transition Plan and approved by the Division.	Failure to meet the specified criteria shall result in the Contractor being assessed five hundred dollars (\$500.00) for each Business Day until the Final Reimbursement is submitted.
25.8 Security Close-Out Certification (As required by Section 4.3.24, i.)	The Contractor shall certify in writing to the Division that it has completed all security transition and close-out processes by the date specified in the Transition Plan and approved by the Division.	Failure to submit the Security Close-Out Certification by the required date shall result in the Contractor being assessed five thousand dollars (\$5,000.00) for each Business Day beyond the required date that the Certification is not submitted by the Contractor.