

DEPARTMENT OF FINANCIAL SERVICES
MEDICAL BILL REVIEW SERVICES
STATEMENT OF WORK
ATTACHMENT 2

1. STATEMENT OF WORK (SOW).

The Contractor shall provide Medical Bill Review (MBR) and Utilization Review/Peer Review (UR/PR) Services to the Florida Department of Financial Services' Division of Risk Management.

2. DEFINITIONS.

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

- a. Bill Review Control Number (BRCN) – A unique identifier assigned to a bill.
- 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. Centralized Performance System (CPS) – The Department of Financial Services, Division of Workers' Compensation's, interactive Internet-based system that allows insurers to access and respond to their reporting and filing performance information in real-time.
- g. Claimant – A workers' compensation claimant.
- h. Complaint – Dissatisfaction or grievance submitted verbally or in writing.
- i. Concurrent Review – Determines the medical necessity and appropriateness of health care services during the hospitalization or care episode.
- j. Confidential Information – Any documents containing Personally Identifiable Information (PII) and Personal Health Information (PHI) as defined by the Health Insurance Portability and Accountability Act (HIPAA), or records that are confidential and not subject to disclosure pursuant to Chapter 119, F.S., the Florida Constitution or any other authority.
- k. Contract – The written agreement that results from this RCP No. 2324-01 RCP RM between the Department and the Contractor.
- l. Contractor – The Respondent that executes a Contract with the Department pursuant to this RCP.
- m. Department – The Florida Department of Financial Services, an agency of the State of Florida.

- n. Division of Risk Management (Division) – A division of the Department of Financial Services.
- o. Division of Workers' Compensation (DWC) – A division of the Department of Financial Services.
- p. EDI – Electronic Data Interchange.
- q. EOBR – Explanation of Bill Review.
- r. Exception – A record from a data file that is not transmitted into the Division's information system due to various errors such as the wrong amount, the wrong payee, missing documentation, or other reason.
- s. IMS – The Division's Insurance Management System used for the management of claims data.
- t. Medical Bill Review (MBR) Services – The medical services bill review and re-pricing, utilization and peer review services, and hospital inpatient certifications.
- u. Medical Case Management (MCM) – 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 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.
- v. Medical EDI Implementation Guide (MEIG) – The Florida Medical EDI Implementation Guide, Revision F, 2015, for electronic medical report submission, or its successor.
- w. 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.
- x. Nurse Case Manager (NCM) – A registered nurse performing MCM services.
- y. 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.
- z. Peer Reviewer – Health care provider of the same discipline licensed in Florida.
- aa. Pharmacy Benefits Manager (PBM) Services – The administration of a pharmaceutical benefit plan.
- bb. PPO – A preferred provider organization contracted with the Division's MBR provider.
- cc. Prospective Review – Determines the medical necessity and appropriateness of health care services before the services are performed.
- dd. Reconsideration – A claim that was previously sent for processing, but the health care provider is requesting a review of the previous amount reimbursed.
- ee. Resubmission – The subsequent submission of a medical bill by a health care provider after an initial rejection or the submission of a corrected billing/data import file.

- ff. Retrospective Review – Determines the medical necessity and appropriateness of health care services after the services have been rendered.
- gg. SSAE 18 (SOC I) Type II Audit – The Statement on Standards for Attestation Engagements audit standard that focuses on the internal controls covering financial reporting.
- hh. SSAE 18 (SOC 2) Type II Audit – The Statement on Standards for Attestation Engagements audit standard that focuses on the internal controls related to security, data availability, Confidential Information, privacy, and processing integrity.
- ii. State – The state of Florida.
- jj. Subcontractor – A third party that has contracted with the Contractor to perform any of the MBR Services specified in this Contract.
- kk. TIFF – Tagged Image File Format, a graphics file format.
- ll. UR – Utilization Review.
- mm. URAC – Utilization Review Accreditation Commission.

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(14), 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 Bill Review (MBR) 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) 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 – Medical Bill Review (MBR), Utilization Review (UR), and Peer Review (PR) 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 MBR Services.

e. Training.

The Contractor shall provide Training to the Division and the Division's MCM Contractor's staff by a mutually agreed upon date, prior to commencing the delivery of MBR 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 Bill Review, Utilization Review, and Peer Review Services.**

The Contractor is solely responsible for the provision of MBR/UR/PR Services and shall begin performing the requirements specified in Section 4.3, Part B – MBR/UR/PR 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 Medical Bill Review and Re-pricing System.**

The Contractor shall provide and maintain an electronic MBR and Re-pricing System that gives authorized Division and MCM 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 electronic MBR and Re-pricing System 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 and the Division's MCM provider;
 - iv. tracks bills throughout the process;
 - v. operations availability twenty-four (24) hours per day, seven (7) days per week;
 - vi. schedule updates to any part of the system outside of Business Hours, unless a different time is agreed upon by the Division and the Contractor;
 - vii. notify the Division's staff by email, twelve (12) hours prior to any scheduled maintenance; and
 - viii. provide dashboard reporting access to the Division.
- b. The Contractor shall provide a system that allows for extraction and input of all available and necessary data elements from paper medical bills in order to complete the specified tasks herein.
 - c. The Contractor shall have an electronic interface with the Official Disability Guidelines (ODG).
 - d. The Contractor shall use the historical data provided by the Division to prevent duplicate payments and identify possible utilization issues.
 - e. The Contractor shall provide printed or electronic medical payment history for all medical bill processing activity for a given health care provider upon request.
 - f. The Contractor shall provide training on system updates to the Division and the Division's MCM Provider's staff, to include, but not be limited to, the following:
 - i. procedures for requesting technical assistance;
 - ii. instructions for generating reports from the system; and
 - iii. instructions on the process for tracking bill flow.
 - g. 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.
 - h. 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.
 - i. 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.
 - j. 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 and Customer Support.**

The Contractor shall provide customer service and support to the Division, the Division's MCM provider, and health care providers.

- a. The Contractor shall maintain a secure, toll-free telephone system during Business Hours that includes the following:
 - i. dedicated telephone line(s) for the Division and the Division's MCM provider;
 - ii. dedicated telephone line(s) for health care provider inquiries;

- iii. a sufficient number of phone lines and staff to ensure ninety percent (90%) of all calls are responded to within thirty (30) seconds;
 - iv. hold times no greater than three (3) minutes before speaking to a live representative;
 - v. must be located within the continental United States;
 - vi. the ability to communicate with the hearing impaired;
 - vii. provide Multi-Lingual services; and
 - viii. menu options or dedicated telephone lines available for MBR, UR, and PR Services.
- b. The Contractor shall submit to the Division, a monthly Call Center Report that measures the following for the prior month:
 - i. service level percentage of calls 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. abandon rate and time of calls waiting for initial answer.
 - c. The Contractor shall submit to the Division, a monthly Customer Service Report that measures the following for the prior month:
 - i. identifies a breakdown of the types of assistance provided to health care providers, Division staff, and Nurse Case Managers (NCM);
 - ii. the average resolution time;
 - iii. first call resolution rate; and
 - iv. customer satisfaction with resolution.

4.3.3 **Claim Eligibility and File Maintenance.**

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

- a. The Contractor shall design all data files and interfaces with the Division's Insurance Management System (IMS) and shall have the ability to accept changes by file replacement or by replacement of only a select number of fields.
- b. The Contractor shall receive Claimant demographics and eligibility information data files via the Secure File Transfer Protocol (SFTP) site. The file will be encrypted using a public/private key arrangement identified by the Division.
- c. The Contractor shall receive existing and new claim data from the Division's MCM provider daily.
- d. The Contractor shall update claim eligibility within one (1) Business Day of receipt of updated information from the Division or the Division's MCM provider.
- e. The Contractor shall notify the Division and the Division's MCM provider within one (1) Business Day of scheduled receipt if the updated eligibility file is not received from the Division's MCM provider.
- f. The Contractor shall submit to the Division, a monthly Claim Eligibility File Report that identifies files received, notifications of late submissions, and claims on which benefits were terminated during the prior month.

4.3.4 **Vendor File.**

The Contractor shall utilize the Division's vendor file for the processing of medical payments to health care providers.

- a. The Contractor shall have the ability to receive an electronic file of health care providers compatible in format to the Division's vendor file.
- b. The Contractor shall have the ability to receive a daily electronic health care provider file from the Division for maintaining and updating the current vendor file. The Division shall approve the specific file type and format for this file. The Department's current Microsoft Excel file format is shown in EXHIBIT 1, Vendor File, and is subject to change.

- c. The Contractor shall notify the Division and the Division's MCM provider, in writing, of vendor-related Exceptions on invoices with inconsistent vendor file information. Invoices with vendor-related Exceptions shall be pended for fifteen (15) Calendar Days. After fifteen (15) Calendar Days, the invoice will process as a zero pay.
- d. The Contractor shall submit to the Division, a monthly Vendor File Report that identifies the bills that were unable to be processed as a result of unmatched vendors for the prior month.

4.3.5 **Medical Bill Review (MBR) and Re-pricing Services.**

The Contractor shall act as an agent of the Division for performing MBR and Re-pricing Services for workers' compensation claims for which the Division is financially responsible.

- a. The Contractor shall ensure that MBR Services are provided in accordance with current and future requirements of section 440.13, F.S. and the Florida Administrative Code (F.A.C.) governing the provision of medical services, billing of such services, electronic filing of medical bills with the DWC, and all other applicable administrative rules.
- b. The Contractor shall maintain an automated MBR and Re-pricing System to ensure compliance with the following:
 - i. reimbursement manuals, pursuant to Rule Chapter 69L-7 F.A.C.; and
 - ii. any other applicable DWC rules or F.S. based on the date of accident of the claim for which the medical bill is submitted and the date of service as shown on the medical bill.
- c. The Contractor shall review and re-price medical bills according to the reimbursement manual guidelines referenced in Rule Chapter 69L-7, F.A.C., including the Health Care Provider Reimbursement Manual (HCPRM), the Florida Workers' Compensation Reimbursement Manual for Hospitals, and the Florida Workers' Compensation Reimbursement Manual for Ambulatory Surgical Centers.
- d. The Contractor shall utilize a database, as needed, of prevailing charges for like or similar services in the specific geographic area from which the medical bill originated. This applies to assigned medical bills with procedure codes/items which do not have a Maximum Reimbursement Allowance (MRA) established in the HCPRM, such as those listed as "By Report," Category III Current Procedural Terminology (CPT) codes, Health Care Common Procedure Coding System (HCPCS) Level II Codes, or procedures with a descriptive modifier.
- e. The Contractor shall review and re-price medical bills, including the following types of bills, as referenced in:

<https://www.myfloridacfo.com/Division/WC/PublicationsFormsManualsReports/Forms/Default.htm>:

 - i. Form DFS-F5-DWC-9 (CMS-1500 Health Insurance Claim Form) for use by health care provider;
 - ii. Form DFS-F5-DWC-10 (Statement of Charges for Drugs and Medical Equipment & Supplies Form);
 - iii. Form DFS-F5-DWC-11 (American Dental Association Dental Claim Form);
 - iv. Form DFS-F5-DWC-90; and
 - v. any other medical bills subject to Rule 69L-7.602, F.A.C.
- f. The Contractor shall review submitted invoices with medical records to identify erroneous and duplicate charges and charges that do not match indicated reasons for treatment. The Contractor shall review the CPT, HCPCS, and International Statistical Classification of Diseases and Related Health Problems (ICD) ICD-9 and ICD-10 codes used in the invoices to ensure they are appropriate, based on the Claimant's condition and treatment.
- g. The Contractor shall integrate the recommendations of UR and PR reviews into its system to identify utilization concerns according to evidence-based guidelines. The integration shall include the application of Prospective UR recommendations, as well as the identification of treatment requiring formal application of clinical UR. Final adjudication of allowance,

- adjusted allowances, disallowed payments, or denial of payments shall be determined by the Division or Division's MCM provider.
- h. The Contractor shall maintain a SFTP site and coordinate with the Division and the Division's MCM provider to receive medical bills each Business Day.
 - i. The Contractor shall also have the ability to receive medical bills by both hard copy and electronic format.
 - j. The Contractor shall be responsible for mail intake operations, scanning, indexing, imaging, and Optical Character Recognition.
 - k. The Contractor shall return medical bills to the health care provider that are incomplete or inaccurate or meet the deficiency criteria identified in Chapter 69L-7.740(11)(g), F.A.C., to the health care provider, including, but not limited to:
 - i. the return of deficient medical bills without issuance of an EOBR;
 - ii. a written statement for each returned bill that identifies all deficiency criteria upon which the return of the medical bill is based;
 - iii. provide a copy of each written statement to the Division; and
 - iv. establish and maintain a log and report that identifies the reasons for the returned medical bills.
 - l. The Contractor shall adjust charges billed by health care providers in excess of the MRA, according to the Florida fee schedule.
 - m. The Contractor shall review and re-price medical bills submitted by the Division or the Division's MCM provider for the Department of Military Affairs, National Guard claims, as directed by the Division, but are not subject to the same administrative requirements of the Department's DWC.
 - n. The Contractor shall provide the Division and the MCM provider with an EOBR reflecting the payment for each bill after it is reviewed and adjusted.
 - i. The Contractor shall anonymize the Claimant's social security number on the EOBR.
 - ii. In addition to the requirements for an EOBR identified in Chapter 69L-7.740 (13) and (14), F.A.C., the Contractor shall provide a toll-free number on the EOBR for health care provider inquiries.
 - o. The Contractor shall meet a performance standard of ninety-five percent (95%) of bills processed with an average internal turnaround time (ITT) of five (5) Business Days of receipt or less.
 - p. The Contractor shall develop procedures for other types of review such as those for rush payment, pre-payments, and review-only bills.
 - q. The Contractor shall negotiate all bills meeting the Division's dollar thresholds for additional cost savings.
 - r. The Contractor shall assign a unique Bill Review Control Number (BRCN) to each initial medical bill and shall refer to the initial BRCN for any subsequent reviews of the bill.
 - s. The Contractor shall assign the correct Division pay type code to each medical transaction based upon directives received from the Division or the Division's MCM provider.
 - t. The Contractor shall submit to the Division, a monthly MBR Activity Report that summarizes MBR activity for the prior month to include, but not be limited to, the following:
 - i. monthly MBR performance summary;
 - ii. monthly and year to date MBR savings and costs;
 - iii. analysis of health care provider charges and savings;
 - iv. duplicate charges and savings; and
 - v. disallowances due to adjuster approved UR limitations or non-certifications.
 - u. The Contractor shall submit to the Division, a monthly Deficient Criteria Log/Report that identifies the deficient bills that were returned to health care providers for the prior month.

- v. The Contractor shall submit to the Division, a monthly Negotiation Report that identifies all negotiation activity for the prior month.
- w. The Contractor shall submit to the Division, a monthly Internal Time Turnaround (ITT) Report that identifies the average ITT for the prior month.

4.3.6 **PPO Networks and Discounts.**

The Contractor shall provide PPO discounts for those charges made by health care providers who are participants in their PPO networks. Networks may include, but not be limited to the following: physicians, hospitals, durable medical equipment (DME), imaging/diagnostics, and therapy providers.

- a. The Contractor shall correctly provide PPO network access to the Division's MCM provider for coordination of medical benefits prospectively.
- b. The Contractor shall apply Retrospective PPO network discounts when the health care provider is a member of the Contractor's PPO network.
- c. The Contractor shall adhere to any Division directives regarding the stacking of PPO discounts.
- d. The Contractor shall identify the PPO network and include the PPO savings and the fee amount on the medical payable file.
- e. The Contractor shall submit to the Division, a monthly PPO Report that identifies both Prospective and Retrospective PPO penetration and savings for the prior month. The PPO Report shall also identify the PPO providers that best mitigate PPO costs and afford maximum application of PPO savings.

4.3.7 **Utilization and Peer Review (UR/PR).**

The Contractor shall provide UR/PR services to ensure that treatment requests from health care providers are appropriate for Claimants' medical conditions, follow evidence-based guidelines, and comply with all legal and statutory requirements and regulations.

- a. The Contractor shall provide automated UR during the medical bill re-pricing process, to include, but not be limited to, the following:
 - i. the identification of potential over utilization;
 - ii. improper billing practices;
 - iii. "unbundling" of services; and
 - iv. quality of care issues.
- b. The Contractor shall utilize treating provider profiling to identify patterns, including, but not limited to, the following:
 - i. review information such as diagnosis, procedure, referral patterns, cost, relatedness, frequency, and duration; and
 - ii. evaluate clinical outcomes and outpatient utilization.
- c. The Contractor shall provide assistance to the Division and the Division's MCM provider with the implementation and coordination of UR services as required by Chapter 440.13, F.S., and the Division's current UR policy and procedure.
- d. The Contractor shall provide a tiered approach for UR services that utilizes Registered Nurses (RN) (tier 1) and clinical Peer Reviewers (tier 2).
- e. The Contractor shall have the ability to electronically receive requests for UR/PR services.
- f. The Contractor shall have a procedure for health care providers to appeal non-certification decisions.
- g. The Contractor shall acknowledge, in writing, provider appeal requests within one (1) Business Day of receipt and respond with a final decision within three (3) Business Days of the acknowledgement.

- h. The Contractor shall refer all claims reflecting billing concerns, i.e., Reconsiderations, unbundling, over-utilization, or exceeding practice parameters, to internal UR for further review by a RN.
- i. The Contractor shall communicate and document, in writing, all utilization concerns to the Division and the Division's MCM provider, and coordinate utilization management with adjusters and NCMs.
- j. The Contractor shall refer claims with utilization concerns to the Division and participate in the Division's monthly UR committee meeting.
- k. The Contractor shall utilize a specialty Peer Reviewer network for medical consultation, as described in Section 440.13(6) F.S., to assist with the evaluation of medical necessity; appropriateness of treatments; efficiency of workers' compensation medical benefits; Prospective, Concurrent, and Retrospective Reviews; and medical record reviews.
- l. The Peer Reviewer network shall represent all disciplines recognized by Rule 69L-7.020, F.A.C., including, but not limited to, internal medicine physicians, osteopathic physicians, chiropractic physicians, podiatrists, optometrists, dentists, licensed RNs, anesthetists, occupational therapists, physical therapists, speech therapists, psychiatrists, and psychologists.
- m. Peer Reviewers who perform medical record reviews shall be of the same board certification as the health care provider being reviewed or have comparable expertise.
- n. The Peer Reviewers shall be experienced in the evaluation of treatment plans and the validation for medical necessity for workers' compensation claims utilizing guidelines from the American College of Occupational and Environmental Medicine, ODG and/or others as appropriate.
- o. The Contractor shall utilize RNs for medical record preparation prior to submission to the Peer Reviewer.
 - i. Record preparation shall be completed within two (2) Business Days of receipt of the medical records from the Division or the Division's MCM provider.
- p. The ITT for PR shall be no greater than ten (10) Business Days following receipt of the referral and medical records.
 - i. Peer Reviewers shall on occasion require telephone contact with the treating health care provider.
 - ii. Peer Reviewers shall agree to be deposed or to testify when necessary.
 - iii. Reimbursement for travel expenses will not be made by the Department under this Contract.
- q. The Contractor shall provide hospital inpatient certifications, according to the following requirements:
 - i. provide notification of the Contractor's inpatient certification services, in writing, to the admissions and business offices of all hospitals licensed under section 395.002, F.S., in the service area, and any other facilities as determined by the Division;
 - ii. establish and maintain a toll-free telephone number to be used by the Division, the Division's MCM provider, the treating facility, or the treating physician for contact purposes;
 - iii. certify the length of stay, upon receipt of request for admission for treatment from the Division or the Division's MCM provider, using established national criteria and the publication adopted by reference in Rule 69L-7.501, F.A.C.;
 - iv. provide evaluation of the request and make determinations within three (3) Business Days;
 - v. utilize RNs with sufficient background and training in Prospective, Concurrent, and Retrospective reviews of workers' compensation cases to conduct the hospital certifications;

- vi. provide the determination, in writing, to the facility, the treating physician, the Division, and the Division's MCM provider within the same business day of completion. The determination shall include the following:
 - 1. the Claimant's name;
 - 2. the Division's assigned claim number;
 - 3. the date that the authorization was requested;
 - 4. the date that the authorization request was received;
 - 5. the treating physician;
 - 6. the specific treatment plan requested including the number of days requested;
 - 7. any pertinent additional information received at the time of review;
 - 8. the date that the additional information was received, if applicable;
 - 9. determination to include the number of days certified, if applicable;
 - 10. clinical rationale;
 - 11. criteria/guidelines applied;
 - 12. the name and title of the person certifying;
 - 13. the decision date; and
 - 14. the date that the Concurrent Review would be due, if known, and if applicable.
- vii. confirm the anticipated discharge date with each Concurrent Review. A final Concurrent Review shall be completed by the Contractor's RN on the final certified day of the hospital stay; and
- viii. verify certification documentation and authorizations during hospital bill review.
- r. The Contractor shall submit to the Division, a monthly UR Report that details all UR activities for the prior month that includes the following:
 - i. UR savings;
 - ii. treating provider profiling results;
 - iii. new referrals;
 - iv. open and closed cases;
 - v. appeals;
 - vi. ITTs;
 - vii. recommendations; and
 - viii. interventions.
- s. The Contractor shall submit to the Division, a monthly Inpatient Certification Report that details all Prospective, Concurrent, and Retrospective certification activity for the prior month that includes the following:
 - i. number of referrals;
 - ii. the number of cases certified;
 - iii. the number of cases not certified;
 - iv. appealed cases;
 - v. cases that exceeded days certified;
 - vi. total days saved;
 - vii. the total cost avoided; and
 - viii. the ITT for the reviews.
- t. The Contractor shall submit to the Division, a monthly PR Report that details all PR activity, including referring party, brief case summary, and recommendations of the reviewing physicians for the prior month.
- u. The Contractor shall submit to the Division, a quarterly Treating Provider Patterns Report that summarizes health care provider treatment patterns and utilization for the prior quarter.

4.3.8 **Medical Payable File Submission.**

The Contractor shall maintain a SFTP site for submission of the medical payable file to facilitate Division payments to the health care providers and import payment information into the claim file.

- a. The Contractor shall submit the medical payable file to the Contractor's SFTP site every Business Day for retrieval by the Division and the Division's MCM provider.
- b. The Contractor shall include the health care provider bill and EOBR with each medical payable file sorted in a manner prescribed by the Division to facilitate identification and matching with generated checks.
- c. The Contractor shall submit the medical payable file to the Division using the Department's current file format as described in Exhibit B, Medical Bill Review Payable File, which is subject to change.
- d. The medical payable file shall also include the corresponding MBR fee for each transaction, and if applicable, the PPO fee.
- e. The Contractor shall monitor the SFTP site for retrieval of files by the Division and the Division's MCM provider. The Contractor shall follow up with the receiving entity if the file remains on the SFTP site after twenty-four (24) hours or on the next Business Day.

4.3.9 **Utilization Review/Peer Review Payable File Submission.**

The Contractor shall maintain a SFTP site for submission of the UR/PR payable file for access by the Division.

- a. The Contractor shall submit the UR/PR payable file to the SFTP site weekly for retrieval by the Division.
- b. The Contractor shall submit the weekly electronic UR/PR payable file to the Division using the Division's current Microsoft Excel file format as described in EXHIBIT C, Utilization Review/Peer Review Payable File, which is subject to change.
- c. The UR/PR payable file shall also include the corresponding UR or PR fee for each transaction.
- d. The Contractor shall designate each review as either a UR or PR review. Medical treatment and hospitalization certifications will be identified as either Prospective, Current, or Retrospective and identify whether the certification was a tier 1 or a tier 2.
- e. The Contractor shall select the appropriate Division assigned pay type code based upon the type and level of review.
- f. The Contractor shall transfer all documentation including, but not limited to:
 - i. copy of referral form;
 - ii. copy of determination or report; and
 - iii. copy of UR/PR invoice.
- g. The Contractor shall monitor the SFTP site for retrieval of files by the Division. The Contractor will follow up with the Division if the file remains on the SFTP site after forty-eight (48) hours.

4.3.10 **Invoicing and Payment to Contractor.**

The Contractor shall submit invoices 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 MBR services shall be submitted to the Division and shall include MBR fees that correspond with each daily medical payable file submitted.
- b. Invoices for UR/PR services shall be submitted to the Division and shall include UR/PR fees that correspond with each weekly UR/PR payable file submitted.
- c. All invoices must specify the Deliverable being invoiced.
- d. The Contractor shall not invoice the Division for a MBR fee separately from the medical payable file, unless directed by the Contract Manager.
- e. The Contractor shall not invoice the Division for any fee unless it is included in Attachment 3, Price Response. Each invoice submitted for reimbursement shall identify each component of the cost according to the terms of the Contract.

- 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 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;
 - viii. detail and total number of transactions; and
 - ix. total amount due.
- h. 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/>.
- i. The Contractor shall maintain current remittance information in the Vendor Information Portal at: <https://flvendor.myfloridacfo.com/>.
- j. Payments will be remitted to the Contractor by electronic funds transfer (EFT) 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.

4.3.11 **Medical Payable File Exceptions and Reconsiderations.**

The Contractor shall review Medical Payable File Exceptions and Reconsiderations.

- a. The Contractor shall review all transactions that fail to import into, or except out of, the Division's IMS.
- b. The Contractor shall correct errors on the Medical Payable File and update the Claim Eligibility File, if needed.
- c. The Contractor shall submit to the Division, the corrections on a subsequent Medical Payable File within five (5) Business Days.
- d. The Contractor shall review all health care providers' reconsideration submissions.
- e. The Contractor shall adjudicate all reconsiderations for needed adjustments.
- f. The Contractor shall assign a unique BRCN to each Reconsideration.
- g. The Contractor shall submit to the Division, Reconsiderations on the Medical Payable File to include, but not be limited to, the following:
 - i. use unique identifier in data file submitted to the Division;
 - ii. new and original BRCN; and
 - iii. correct EOBR code for payment adjustments.
- h. The Contractor shall file all corrections with the DWC pursuant to Rule 69L-7.750, F.A.C.
- i. The Contractor shall submit to the Division, a monthly Exception and Reconsideration Report that identifies the Exceptions and Reconsiderations processed by the Contractor, identifies any outstanding Exceptions, and provides a summary of the analysis of the Reconsiderations for the prior month.

4.3.12 **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 within one (1) Business Day;
- b. reimburse the Division the overpayment amount within thirty (30) Calendar Days;

- c. determine how the overpayment occurred;
- d. submit a corrected EOBR and a corrected filing to the DWC; and
- e. submit a monthly Recovery Report to the Division that details overpayment and recovery activities, including any recoveries initiated or received by the Contractor for the prior month. The monthly report shall include information on how the overpayment occurred and confirmation that the corrected EOBR and corrected filing occurred.

4.3.13 **Compliance with DWC/EDI Filing.**

The Contractor shall comply with regulatory requirements of the DWC, as an agent of the Division.

- a. The Contractor shall be approved by the DWC for electronic submission of these forms and data.
- b. The Contractor shall adjudicate all bills or electronic form equivalents within forty-five (45) Calendar Days of receipt by the Division, the Division's MCM provider, or the Contractor.
- c. The Contractor shall electronically file, with the DWC, all DFS-F5-DWC-9, DFS-F5-DWC-10, DFS-F5-DWC-11, DFS-F5-DWC-90, or other forms as may be required in conjunction with the medical bill paying process, in compliance with Rule 69L-7.602, F.A.C.
- d. The Contractor shall correct all required data deemed inaccurate and rejected by the DWC and resubmit corrected and accurate data per requirements of MEIG and Rule 69L-7.740(6), F.A.C.
- e. The Contractor shall provide timely and accurate monitoring of the DWC CPS on a weekly basis, in accordance with Rule 69L-7.602, F.A.C. The Contractor shall evaluate fines and penalties assessed to the Division and respond via the DWC CPS website with corrected data and explanations.
- f. The Contractor shall be responsible for reimbursement to the Department for any fines or penalties resulting from the Contractor's non-compliance with the SOW, within thirty (30) Calendar Days of receipt of the Department's invoice.
- g. The Contractor shall submit to the Division, a monthly DWC Compliance Report that identifies the following:
 - i. all completed transactions, including corrections and Resubmissions filed with the DWC;
 - ii. transactions paid and filed beyond the timeframes established by the DWC;
 - iii. monthly average of medical bill processing ITT in days;
 - iv. status of CPS penalties; and
 - v. an analysis of any factors impacting DWC compliance for the prior month.

4.3.14 **Petitions for Reimbursement Disputes.**

The Contractor shall serve as the primary liaison between the Division and health care providers to resolve any disputes resulting from the MBR and re-pricing process.

- a. The Contractor shall, at a minimum:
 - i. maintain a procedure that details the Contractor's process for resolving health care provider reimbursement issues;
 - ii. provide a toll-free telephone number on each EOBR submitted to a health care provider and on each letter sent to a health care provider regarding a medical bill; and
 - iii. submit the corrected EOBR and payment remittance information to DWC.
- b. The Contractor shall comply with carrier response requirements within Rule 69L-31.004, F.A.C., and submit the completed Carrier Response to Petition for Resolution of Reimbursement Disputes (DFS-F6-DWC-3160-0024) to the DWC, the Division, and the Petitioner, via certified mail.
- c. The Contractor shall maintain a tracking log for all Petitions for Reimbursement Disputes.
- d. The Contractor shall submit to the Division, a monthly Reimbursement Dispute Report that includes the tracking log and identifies all reimbursement dispute actions completed, for the prior month.

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 **Satisfaction Survey.**

The Contractor shall collect and evaluate customer satisfaction regarding MBR/UR/PR Services.

- a. The Contractor shall submit to the Division, the satisfaction survey process for approval prior to distribution.
- b. The Contractor shall survey the Division and the Division's MCM provider annually.
- c. The Contractor shall, within one (1) Business Day of receipt, acknowledge all Division inquiries regarding the results of the Satisfaction Survey.
- d. The Contractor shall, within three (3) Business Days of acknowledgement, provide a written response to all Division inquiries.
- e. The Contractor shall submit to the Division, an annual Satisfaction Survey Report that provides the results for each year's survey.

4.3.17 **Complaint Resolution.**

The Contractor shall track and resolve Complaints received from the Division, the Division's MCM provider, or health care providers, that relate to the MBR Services within this SOW.

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

4.3.18 **Quality Assurance and Performance Improvement (QAPI).**

The Contractor shall establish and use a QAPI program to ensure all MBR and UR/PR 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 MBR and UR/PR Services.
- b. The Contractor shall, as changes occur, update and submit, in writing, the proposed QAPI process change for approval by the Division.

- c. The Contractor shall monitor all services required by this SOW to ensure that services performed meet requirements for timeliness, 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 actions necessary to bring the Contractor's service performance to levels that are acceptable to the Department.
- f. 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 verification, formal audit examinations, or any other procedures determined by the Division to be necessary.
- g. The Contractor shall submit a monthly QAPI Report to the Division that details QAPI activities completed by the Contractor during the prior month.
- h. The Contractor shall submit a monthly Financial Consequences Report to the Division that lists all assessed financial consequences, any DWC CPS penalties, any invoices submitted to the Contractor by the Division, and the payment of any such consequences, penalties, and invoices, during the prior month and cumulatively for the Contract period to date.

4.3.19 Utilization Review Accreditation Commission (URAC).

The Contractor shall have the URAC accreditation for Workers' Compensation Utilization Management.

- a. The Contractor shall submit to the Division, prior to services commencing, a current copy of the Contractor's Workers' Compensation Utilization Management URAC Accreditation.
- b. The Contractor shall maintain their Worker's Compensation Utilization Management URAC Accreditation during the term of this Contract.

4.3.20 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 Contractor's 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, which shall include, but not be limited to, the following:
 - i. the nature and materiality/significance of the Division's transactions or information affected by the Contractor;
 - ii. the degree of interaction between internal controls at the service organization and the Division's controls;

- iii. the classes or transactions in the Contractor's operations which are significant to the financial statements of the Division or to the Contractor's compliance with program laws, rules, regulations, and contract terms;
 - iv. the procedures, both automated and manual, by which the Contractor's transactions are initiated, recorded, processed, and reported;
 - v. the related accounting records, whether electronic or manual, supporting information, and specific accounts in the financial statements involved in initiating, recording, processing and reporting the Contractor's transactions;
 - vi. identify how the Contractor's information system captures other events and convictions that are significant to the Division's financial statements to comply with program laws, rules, regulations, and contract terms; and
 - vii. the financial reporting process used to prepare the Contractor's financial statements, including significant accounting estimates and disclosures.
- 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.

4.3.21 **Subcontractors.**

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

- a. The Contractor shall be solely responsible for all subcontracted MBR 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 MBR 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.

4.3.22 **Stewardship Meetings.**

The Contractor shall coordinate and conduct at least two (2) semi-annual Stewardship Meetings with the Division to discuss MBR/UR/PR Services.

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

The Contractor shall develop a CAP to remedy any deficiencies in the MBR 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 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, on a schedule determined in the CAP, 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 MBR/UR/PR 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 MBR/UR/PR Services to the Division.

- 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 to the Division.
- 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.

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5. DELIVERABLES, PERFORMANCE STANDARDS, AND FINANCIAL CONSEQUENCES.

The Contractor shall provide the Deliverables, meet the performance standards, and be liable for the financial consequences described in Table 1, Deliverables, Performance Standards and Financial Consequences, below. All Deliverables must be provided or performed to the satisfaction of the Division to be accepted. All financial consequences in Table 1 shall be aggregated.

| TABLE 1 DELIVERABLES, PERFORMANCE STANDARDS AND FINANCIAL CONSEQUENCES | | |
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| PART A – ADMINISTRATIVE SET-UP | | |
| Deliverable and Performance Standard | Due Date or Time Periods | Financial Consequence |
| 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. | 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 MBR Services when required, plus ten thousand dollars (\$10,000.00) for each Calendar Day that the Administrative Set-Up remains incomplete. Notwithstanding Section 3 of this SOW, the Contract is subject to termination by the Division without notice if it determines that MBR Services provided are not acceptable as a result of inadequate Administrative Set-Up. |
| 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 |

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| | | 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) 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 Schedule 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 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, MBR Services to the Division in writing, by a mutually agreed upon date, prior to commencing the delivery of MBR Services. | Failure to submit the Policies and Procedures to 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, in writing, prior to commencing the delivery of MBR Services. | Failure to submit the written documents to the Division and/or meet the specified time criteria set by the Division for submission 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 the Division's MCM provider, by a mutually agreed upon date, in writing, prior to commencing the delivery of MBR/Utilization Services. | Failure to provide the Training to the Division and the Division's MCM provider and/or meet the specified time criteria shall result in the Contractor being assessed five thousand dollars (\$5,000.00) for each Business Day beyond the agreed upon completion date |

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| | | 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 to the Division, every Friday by close of business or unless 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. |
| PART B – MBR SERVICES REQUIREMENTS | | |
| 2. Electronic Medical Bill Review and Re-pricing System | | |
| 2.1 Electronic Medical Bill Review and Re-pricing System (As required by Section 4.3.1, a.) | <p>The Contractor shall provide and maintain a secure, unlimited remote access to a password-protected Electronic Medical Bill Review and Re-pricing System that provides for data integrity, data confidentiality, disaster recovery and security for the Division and the Division's MCM provider.</p> <p>The Contractor shall ensure operational downtime for scheduled system maintenance occurs outside of Business Hours.</p> | <p>Failure to submit the Deliverable and/or meet the specified criteria shall result in the Contractor being assessed one thousand dollars (\$1,000.00) for each Business Day that the Contractor fails to provide this technical resource.</p> <p>Unscheduled system maintenance or operational downtime that exceeds one (1) Business Day shall result in the Contractor being assessed five hundred dollars (\$500.00) for each Business Day until the system is operational.</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 Medical Payment History (As required by Section 4.3.1, e.) | The Contractor shall provide to the Division printed or electronic Medical Payment History for all medical bill processing activity for a given health care provider within two | Failure to provide the Medical Payment History to the Division within the required timeframe shall result in the Contractor being assessed twenty-five dollars |

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| | (2) Business Days of the request. | (\$25.00) for each additional Business Day that the Medical Payment History has not been provided. |
| 2.3 System Update Training (As required by Section 4.3.1, f.) | The Contractor shall provide System Update Training to the Division and the Division's MCM Provider's staff within two (2) weeks of a system update that affects the delivery of MBR 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 hundred dollars (\$100.00) for each Business Day beyond the required date that the training has not been provided. |
| 2.4 System Security Incidents Notification (As required by Section 4.3.1, g.) | The Contractor shall notify the Division, in writing, within twenty-four (24) hours of the Contractor's discovery of any System Security Incidents or potential security threats. | Failure to provide System Security Incidents Notification to the Division as required shall result in the Contractor being assessed five thousand dollars (\$5,000.00) for each notification failure. |
| 2.5 System Availability Report (As required by Section 4.3.1, h.) | The Contractor shall submit to the Division, the System Availability 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 System Availability Report to the Division by the date required shall result in the Contractor being assessed fifty dollars (\$50.00) for each Business Day beyond the required date that the System Availability Report is not submitted by the Contractor. |
| 3. Call Center and Customer Support | | |
| 3.1 Call Center (As required by Section 4.3.2, a.) | The Contractor shall maintain a Call Center during Business Hours and provide immediate notification to the Division of unscheduled system maintenance or operational downtime if the downtime exceeds the timeframes listed in the Financial Consequence for this deliverable. | <p>Unscheduled system maintenance or operational downtime exceeding two (2) hours in duration within a Business Day shall result in the Contractor being assessed two hundred fifty dollars (\$250.00) for each occurrence.</p> <p>Unscheduled system maintenance or operational downtime exceeding one (1) Business Day, shall result in the Contractor being assessed one thousand dollars</p> |

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| | | <p>(\$1,000.00) per Business Day.</p> <p>Failure to provide the specified requirements shall result in the Contractor being assessed twenty-five dollars (\$25.00) for each occurrence the Division determines that a requirement has not been met.</p> |
| 3.2 Call Center Report (As required by Section 4.3.2, b.) | The Contractor shall submit the Call Center Report to the Division 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 to the Division shall result in the Contractor being assessed fifty dollars (\$50.00) each Business Day until the Report is submitted. |
| 3.3 Customer Service Report (As required by Section 4.3.2, c.) | The Contractor shall submit a monthly Customer Service Report to the Division by the fifteenth (15 th) Calendar Day of each month, unless a mutually agreeable alternative timeline is established, in writing. | Failure to submit the Customer Service Report to the Division shall result in the Contractor being assessed twenty-five dollars (\$25.00) each Business Day until the Report is submitted. |
| 4. Claim Eligibility and File Maintenance | | |
| 4.1 Update Claim Eligibility File (As required by Section 4.3.3, d.) | The Contractor shall Update the Claim Eligibility File within one (1) Business Day of receipt of updated information from the Division or the Division's MCM provider. | Failure to Update the Claim Eligibility File shall result in the Contractor being assessed fifty dollars (\$50.00) for each occurrence. |
| 4.2 Division Notification (As required by Section 4.3.3, e.) | The Contractor shall notify the Division and the Division's MCM provider within one (1) Business Day of scheduled receipt if the updated eligibility file is not received from the Division's MCM provider. | Failure to meet the specified criteria shall result in the Contractor being assessed fifty dollars (\$50.00) for each Business Day the notification is not received. |

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| 4.3 Claim Eligibility File Report (As required by Section 4.3.3, f.) | The Contractor shall submit the Claim Eligibility File Report to the Division by the fifteenth (15 th) Calendar Day of each month, unless a mutually agreeable timeline is established, in writing. | Failure to submit the Claim Eligibility File Report to the Division shall result in the Contractor being assessed twenty-five dollars (\$25.00) each Business Day until the report is submitted. |
| 5. Vendor File | | |
| 5.1 Maintenance of Vendor File (As required by Section 4.3.4, b.) | The Contractor shall maintain and update the Vendor File each Business Day. | Failure to maintain and update the Vendor File shall result in the Contractor being assessed one hundred dollars (\$100.00) for each occurrence. |
| 5.2 Notification of Exceptions (As required by Section 4.3.4, c.) | The Contractor shall notify the Division and the Division's MCM provider, in writing, of vendor related Exceptions, and pend for fifteen (15) Calendar Days prior to processing as a zero pay. | Failure to meet the specified criteria shall result in the Contractor being assessed one hundred dollars (\$100.00) for each occurrence. |
| 5.3 Vendor File Report (As required by Section 4.3.4, d.) | The Contractor shall submit, the Vendor File Report to the Division, by the fifteenth (15 th) Calendar Day of each month, unless a mutually agreeable alternative timeline is established, in writing. | Failure to submit the Vendor File Report to the Division, shall result in the Contractor being assessed fifty dollars (\$50.00) for each Business Day until the Vendor File Report is submitted. |
| 6. Medical Bill Review (MBR) and Re-pricing Services | | |
| 6.1 Review/Re-pricing Medical Bills (As required by Section 4.3.5, a. through f. and k. through m.) | The Contractor shall timely file workers' compensation claims on behalf of the Division as the agent of the Division for performing MBR and Re-pricing Services for workers' compensation claims in accordance with F.S. and F.A.C. requirements. | Failure to meet the designated criteria shall result in the Contractor being assessed one hundred dollars (\$100.00) for each occurrence. |
| 6.2 Final Adjudication (As required by Section 4.3.5, g.) | The Contractor shall comply with the Final Adjudication determination by the Division and the Division's MCM provider. | Failure to meet the specified criteria shall result in the Contractor being assessed one hundred dollars (\$100.00) for each occurrence. |

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| 6.3 Receipt of Medical Bills (As required by Section 4.3.5, h.) | The Contractor shall maintain the SFTP site to ensure timely receipt of bills and shall coordinate with the Division and the Division's MCM provider for receipt of Medical Bills each Business Day. | Failure to meet the specified criteria shall result in the Contractor being assessed one hundred dollars (\$100.00) for each Business Day thereafter. |
| 6.4 EOBR for Payment (As required by Section 4.3.5, n.) | The Contractor shall provide the Division and the MCM provider with an EOBR for Payment for each bill after it is reviewed and adjusted. | Failure to meet the specified criteria shall result in the Contractor being assessed one hundred dollars (\$100.00) for each occurrence. |
| 6.5 Internal Turnaround Time (As required by Section 4.3.5, o.) | The Contractor shall meet the average Internal Turnaround Time of five (5) Business Days of receipt or less. | Failure to meet the specified criteria shall result in the Contractor being assessed one hundred dollars (\$100.00) for each occurrence. |
| 6.6 Bill Negotiation (As required by Section 4.3.5, q.) | The Contractor shall negotiate all bills meeting the Division's dollar thresholds. | Failure to attempt to negotiate bills shall result in the Contractor being assessed one hundred dollars (\$100.00) for each occurrence. |
| 6.7 Pay Type Code (As required by Section 4.3.5, s.) | The Contractor shall assign the correct Pay Type Code to each medical transaction based upon information submitted by the Division or the Division's MCM provider. | Failure to meet the specified criteria shall result in the Contractor being assessed twenty-five dollars (\$25.00) for each occurrence. |
| 6.8 MBR Activity Report (As required by Section 4.3.5, t.) | The Contractor shall submit, the MBR Activity Report to the Division by the fifteenth (15 th) Calendar Day of each month, unless a mutually agreeable alternative timeline is established, in writing. | Failure to submit the MBR Activity Report to the Division by the required date shall result in the Contractor being assessed fifty dollars (\$50.00) for each Business Day beyond the required date. |
| 6.9 Deficient Criteria Log/Report (As required by Section 4.3.5, u.) | The Contractor shall submit the Deficient Criteria Log/Report to the Division by the fifteenth (15 th) Calendar Day of each month unless a mutually agreeable alternative timeline is established, in writing. | Failure to submit the Deficient Criteria Log/Report to the Division by the required date shall result in the Contractor being assessed fifty dollars (\$50.00) for each Business Day beyond the required date that the log/report is not submitted by the Contractor. |

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| 6.10 Negotiation Report (As required by Section 4.3.5, v.) | The Contractor shall submit the Negotiation Report to the Division by the fifteenth (15 th) Calendar Day of each month, unless a mutually agreeable alternative timeline is established, in writing. | Failure to submit the Negotiation Report to the Division by the required date shall result in the Contractor being assessed fifty dollars (\$50.00) for each Business Day beyond the required date that the report is not submitted by the Contractor. |
| 6.11 ITT Report (As required by Section 4.3.5, w.) | The Contractor shall submit the ITT Report to the Division by the fifteenth (15 th) Calendar Day of each month, unless a mutually agreeable alternative timeline is established, in writing. | Failure to submit the ITT Report to the Division by the required date shall result in the Contractor being assessed fifty dollars (\$50.00) for each Business Day beyond the required date that the report is not submitted by the Contractor. |
| 7. PPO Networks and Discounts | | |
| 7.1 Retrospective PPO Discounts (As required by Section (4.3.6, b. and c.) | The Contractor shall correctly apply Retrospective PPO discounts and comply with Division directives regarding stacking of PPO discounts. | Failure to meet the specified criteria shall result in the Contractor being assessed one hundred dollars (\$100.00) for each occurrence. |
| 7.2 PPO Report (As required by Section 4.3.6, e.) | The Contractor shall submit the PPO Report to the Division by the fifteenth (15 th) Calendar Day of each month, unless a mutually agreeable alternative timeline is established, in writing. | Failure to submit the PPO Report to the Division by the required date shall result in the Contractor being assessed fifty dollars (\$50.00) for each Business Day beyond the required date that the report is not submitted by the Contractor. |
| 8. Utilization and Peer Review (UR/PR) | | |
| 8.1 Appeal Acknowledgement and Final Decision (As required by Section 4.3.7, g.) | The Contractor shall acknowledge, in writing, provider appeal requests within one (1) Business Day of receipt and respond with a Final Decision within three (3) Business Days of the Acknowledgement. | 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 the Appeal Acknowledgement and/or Final Decision. |

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| 8.2 Utilization Concerns (As required by Section 4.3.7, h. and i.) | The Contractor shall refer all claims reflecting billing concerns to internal UR and communicate and document Utilization Concerns to the Division and the Division's MCM provider. | Failure to meet the specified criteria shall result in the Contractor being assessed one hundred dollars (\$100.00) for each occurrence. |
| 8.3 UR Committee Meeting (As required by Section 4.3.7, j.) | The Contractor shall refer claims to, and participate in, the Division's monthly UR Committee Meeting. | Failure to refer claims and participate in the Division's monthly UR Committee Meeting shall result in the Contractor being assessed one hundred dollars (\$100.00) for each occurrence. |
| 8.4 Peer Reviewer Network (As required by Section 4.3.7, k. through n.) | The Contractor shall utilize a Peer Reviewer Network 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 Record Preparation by a Registered Nurse (As required by Section 4.3.7, o.) | The Contractor may utilize a RN for Medical Record Preparation and shall be completed within two (2) Business Days of receipt of Medical Records from the Division or the Division's MCM provider. | Failure to meet the specified criteria shall result in the Contractor being assessed one hundred dollars (\$100.00) for each additional Business Day the Medical Record Preparation is not completed. |
| 8.6 Internal Turnaround Time (ITT) (As required by Section 4.3.7, p.) | The Contractor shall complete the PR within ten (10) Business Days following the receipt of the referral and medical records. | 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. |
| 8.7 Hospital Inpatient Certifications (As required by Section 4.3.7, q.) | The Contractor shall provide Hospital Inpatient Certifications in accordance with the F.S., F.A.C., and Division requirements. | Failure to meet the specified criteria shall result in the Contractor being assessed one hundred dollars (\$100.00) for each. |
| 8.8 UR Report (As required by Section 4.3.7, r.) | The Contractor shall submit to the Division the UR 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 UR Report to the Division by the required date shall result in the Contractor being assessed fifty dollars (\$50.00) for each Business Day beyond the required date that the report is not submitted by the Contractor. |

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| 8.9 Inpatient Certification Report (As required by Section 4.3.7, s.) | The Contractor shall submit to the Division the Inpatient Certification 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 Inpatient Certification Report to the Division by the required date shall result in the Contractor being assessed fifty dollars (\$50.00) for each Business Day beyond the required date that the report is not submitted by the Contractor. |
| 8.10 PR Report (As required by Section 4.3.7, t.) | The Contractor shall submit to the Division a monthly PR 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 PR Report to the Division by the required date shall result in the Contractor being assessed fifty dollars (\$50.00) for each Business Day beyond the required date that the report is not submitted by the Contractor. |
| 8.11 Treating Provider Patterns Report (As required by Section 4.3.7, u.) | The Contractor shall submit to the Division a quarterly Treating Provider Patterns 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 Treating Provider Patterns Report to the Division by the required date shall result in the Contractor being assessed fifty dollars (\$50.00) for each Business Day beyond the required date that the report is not submitted by the Contractor. |
| 9. Medical Payable File Submission | | |
| 9.1 Medical Payable File (As required by Section 4.3.8, a.) | The Contractor shall submit the Medical Payable File to the Contractor's SFTP site each Business Day. | Failure to submit the Medical Payable File shall result in the Contractor being assessed one hundred dollars (\$100.00) for each Business Day beyond the required date. |
| 10. Utilization Review/Peer Review Payable File Submission | | |
| 10.1 Submission of UR/PR Payable File and Relevant Documentation (As required by Section 4.3.9, a. through d., and f.) | The Contractor shall submit the UR/PR Payable File and Relevant Documentation to the SFTP site weekly. | 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. |

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| 10.2 Pay Type Code Selection (As required by Section 4.3.9, e.) | The Contractor shall select the appropriate Division assigned Pay Type Code based on the type and level of review. | Failure to meet the specified criteria shall result in the Contractor being assessed twenty-five dollars (\$25.00) for each occurrence. |
| 11. Invoicing and Payment to Contractor | | |
| 11.1 Invoice Submission (As required by Section 4.3.10, a. through j.) | The Contractor shall invoice the Division according to the Division's requirements throughout the Contract term. | Failure to meet the specified criteria shall result in the Contractor being assessed fifty dollars (\$50.00) for each occurrence. |
| 12. Medical Payables File Exceptions and Reconsiderations | | |
| 12.1 Exceptions (As required by Section 4.3.11, a. through c.) | The Contractor shall review and correct all Exceptions and submit the corrections within five (5) Business Days. | Failure to meet the specified requirements shall be assessed one hundred dollars (\$100.00) for each Business Day beyond the required date. |
| 12.2 Reconsiderations (As required by Section 4.3.11, d. through f.) | The Contractor shall review, adjudicate, and submit Reconsiderations in accordance with the requirements. | Failure to meet the specified criteria shall result in the Contractor being assessed one hundred dollars (\$100.00) for each occurrence. |
| 12.3 Exception and Reconsideration Report (As required by Section 4.3.11, i.) | The Contractor shall submit the Exception and Reconsideration Report by the fifteenth (15th) Calendar Day of each month unless a mutually agreeable alternative timeline is established in writing. | Failure to submit the Exception and Reconsideration Report by the required date shall result in the Contractor being assessed fifty dollars (\$50.00) for each Business Day beyond the required date that the report is not submitted by the Contractor. |
| 13. Claim Overpayment Recovery | | |
| 13.1 Reimbursement to the Division (As required by Section 4.3.12, b.) | The Contractor shall submit the Reimbursement to the Division for the overpayment amount within thirty (30) Calendar Days. | Failure to submit the Reimbursement to the Division for the overpayment amount within the specified timeframe shall result in the Contractor being assessed one hundred dollars (\$100.00) for each day until |

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| | | the Reimbursement is submitted by the Contractor. |
| 13.2 Recovery Report (As required by Section 4.3.12, e.) | The Contractor shall submit the monthly Recovery Report by the fifteenth (15 th) Calendar Day of each month, unless a mutually agreeable alternative is established in writing. | Failure to submit the Recovery Report shall result in the Contractor being assessed fifty dollars (\$50.00) for each Business Day that the Recovery Report is not submitted by the Contractor. |
| 14. Compliance with DWC/EDI Filing | | |
| 14.1 DWC CPS Monitoring (As required by Section 4.3.13, e.) | The Contractor shall, on a weekly basis, provide timely and accurate monitoring of the DWC CPS in accordance with the F.A.C., and respond via the DWC CPS website with corrected data and explanations. | Failure to meet the specified criteria shall result in the Contractor being assessed fifty dollars (\$50.00) for each occurrence. |
| 14.2 Fines and Penalties (As required by Section 4.3.13, f.) | The Contractor shall reimburse the Department for any Fines and Penalties resulting from non-compliance within thirty (30) Calendar Days of presentation or receipt of the Department's invoice. | Failure to reimburse the Department for any Fines and Penalties shall result in the reduction of the Contractor's invoice reimbursements by the amount of the Fine and/or Penalty amount. |
| 14.3 DWC Compliance Report (As required by Section 4.3.13, g.) | The Contractor shall submit the DWC Compliance Report by the fifteenth (15 th) Calendar Day of each month, unless a mutually agreeable alternative is established in writing. | Failure to submit the DWC Compliance Report shall result in the Contractor being assessed fifty dollars (\$50.00) for each Business Day the Compliance Report is not submitted by the Contractor. |
| 15. Petitions for Reimbursement Disputes | | |
| 15.1 Carrier Response to Petition (As required by Section 4.3.14, b.) | The Contractor shall comply with Carrier Response to Petition requirements in accordance with F.A.C. and submit to the DWC, the Division, and the Petitioner via certified mail. | Failure to meet the specified criteria shall result in the Contractor being assessed fifty dollars (\$50.00) for each response not submitted according to the requirement. |

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| 15.2 Reimbursement Dispute Report (As required by Section 4.3.14, d.) | The Contractor shall submit the Reimbursement Dispute 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 Reimbursement Dispute Report shall result in the Contractor being assessed fifty dollars (\$50.00) for each Business Day the Reimbursement Dispute Report 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 any 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 any Ad-Hoc Report by the required date shall result in the Contractor being assessed fifty dollars (\$50.00) for each Business Day beyond the required date Report is not submitted by the Contractor. |
| 17. Satisfaction Survey | | |
| 17.1 Satisfaction Survey Process (As required by Section 4.3.16, a.) | Prior to distribution, the Contractor shall submit the Satisfaction Survey Process to the Division for approval. | Failure to submit the Satisfaction Survey Process to the Division prior to distribution shall result in the Contractor being assessed two hundred fifty dollars (\$250.00) per occurrence. |
| 17.2 Division Inquiries – Written Response (As required by Section 4.3.16, d.) | 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 fifty dollars (\$50.00) for each Business Day beyond the required date that the response is not submitted by the Contractor. |
| 17.3 Satisfaction Survey Report (As required by Section 4.3.16, e.) | The Contractor shall submit the Satisfaction Survey Report by the fifteenth (15 th) Calendar Day after the end of each year, unless a mutually agreeable alternative timeline is established, in writing. | Failure to submit a Satisfaction Survey Report by the required date shall result in the Contractor being assessed fifty dollars (\$50.00) for each Business Day beyond the required date that the report is not submitted by the Contractor. |
| 18. Complaint Resolution | | |

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| 18.1 Complaint Resolution (As required by Section (4.3.17, 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. |
| 18.2 Complaint Report (As required by Section 4.3.17, c.) | The Contractor shall submit the Complaint Report 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 twenty-five dollars (\$25.00) for each Business Day beyond the required date that the report is not submitted by the Contractor. |
| 19. Quality Assurance and Performance Improvement (QAPI) | | |
| 19.1 QAPI Program Development and Submission (As required by Section 4.3.18, a.) | The Contractor shall develop and submit a QAPI Program to the Division for approval prior to commencing the delivery of MBR/UR/PR Services. | Failure to develop and/or 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 developed or submitted. |
| 19.2 QAPI Updates (As required by Section 4.3.18, b.) | The Contractor shall, as changes occur, update and submit proposed changes to the QAPI program for Division approval. | Failure to submit the QAPI proposed changes to the Division shall result in the Contractor being assessed five hundred dollars (\$500.00) for each occurrence. |
| 19.3 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. |
| 19.4 QAPI Report (As required by Section 4.3.18, g.) | The Contractor shall submit the QAPI 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 QAPI Report by the required date shall result in the Contractor being assessed fifty dollars (\$50.00) for each Business Day beyond the required date that the QAPI Report is not submitted by the Contractor. |

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| <p>19.5 Financial Consequences Report (As required by Section 4.3.18, h.)</p> | <p>The Contractor shall submit the Financial Consequences Report by the fifteenth (15th) Calendar Day of each month, unless a mutually agreeable alternative timeline is established, in writing.</p> | <p>Failure to submit the Financial Consequences Report by the required date shall result in the Contractor being assessed fifty dollars (\$50.00) for each Business Day beyond the required date that the Report is not submitted by the Contractor.</p> |
| <p>20. URAC</p> | | |
| <p>20.1 URAC Accreditation (As required by Section 4.3.19, a. and b.)</p> | <p>The Contractor shall submit a current copy of the Contractor's Workers' Compensation Utilization Management URAC Accreditation prior to services commencing and maintain throughout the term of this Contract.</p> | <p>Failure to submit the URAC Accreditation shall result in the Contractor being assessed one thousand dollars (\$1,000.00) for each Business Day until the URAC Accreditation is submitted by the Contractor.</p> |
| <p>21. SSAE 18 (SOC 1 & SOC 2) TYPE II Audit and Contractor's Self-Assessment Tools</p> | | |
| <p>21.1 Submission of SSAE 18 (SOC 1 & SOC 2) Type II Audit Report and Contractor's Self-Assessment Tools (As required by Section 4.3.20, a. and c.)</p> | <p>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> | <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 fifty dollars (\$50.00) 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 fifty dollars (\$50.00) for each omission.</p> |

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| 21.2 Bridge Letter (As required by Section 4.3.20, 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 fifty dollars (\$50.00) for each Business Day beyond the required date that the Bridge Letter has not been submitted by the Contractor. |
| 21.3 Respond to Division Inquiries (As required by Section 4.3.20, d.) | The Contractor shall Respond to Division Inquiries with supporting documentation within ten (10) Business Days of the receipt of any inquiry or request, unless a mutually agreeable alternative timeline is established. | Failure to Respond to Division Inquiries by the required date shall result in the Contractor being assessed fifty dollars (\$50.00) for each Business Day beyond the required date that a response is not submitted by the Contractor. |
| 22. Subcontractors | | |
| 22.1 Subcontractor Prior Written Approval (As required by Section 4.3.21) | The Contractor shall receive Subcontractor Prior Written Approval from the Division for any subcontracted MBR Service. | Failure to receive Subcontractor Prior Written Approval from the Division shall result in the Contractor being assessed one thousand dollars (\$1,000.00) for each occurrence of a Subcontractor performing any service required under the Contract that occurs prior to approval. |
| 22.2 Subcontractor Monitoring (As required by Section 4.3.21, d.) | The Contractor shall perform Subcontractor Monitoring for all subcontracted MBR Services monthly. | Failure to perform Subcontractor Monitoring shall result in the Contractor being assessed one thousand dollars (\$1,000.00) for each Subcontractor not monitored monthly. |

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| <p>22.3 Subcontractor Monitoring Report (As required by Section 4.3.21, e.)</p> | <p>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.</p> | <p>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.</p> |
| 23. Stewardship Meetings | | |
| <p>23.1 Semi-Annual Stewardship Meetings (As required by Section 4.3.22)</p> | <p>The Contractor shall coordinate and conduct at least two (2) Semi-Annual Stewardship Meetings, with the Division, to discuss MBR/UR/PR Services.</p> | <p>Failure to meet the specified criteria shall result in the Contractor being assessed two hundred fifty dollars (\$250.00) for each occurrence.</p> |
| 24. Corrective Action Plan (CAP) | | |
| <p>24.1 Acknowledgement of CAP (As required by Section 4.3.23, a.)</p> | <p>The Contractor shall acknowledge receipt of notification from the Division that a CAP is required, in writing within one (1) Business Day.</p> | <p>Failure to submit Acknowledgement of a CAP by the required date shall result in the Contractor being assessed one hundred dollars (\$100.00) for each Business Day beyond the required date that an Acknowledgement is not submitted by the Contractor.</p> |
| <p>24.2 Completion and Submission of CAP (As required by Section 4.3.23, b.)</p> | <p>The Contractor shall complete and submit the CAP for approval within ten (10) Business Days of an acknowledgement of notification from the Division.</p> | <p>Failure to complete and submit the CAP 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 CAP is not submitted by the Contractor.</p> |
| <p>24.3 Implementation of CAP (As required by Section 4.3.23, c.)</p> | <p>The Contractor shall implement the CAP within the time frame approved by the Contract Manager and specified in the CAP.</p> | <p>Failure to implement the CAP within the required time frame shall result in the Contractor being assessed one thousand dollars (\$1,000.00) for each Business Day that the CAP is not implemented by the Contractor.</p> |

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| <p>24.4 Monitor and Report Results of CAP (As required by Section 4.3.23, d. and e.)</p> | <p>The Contractor shall Monitor and Report the Results of the CAP to the Division within the time frame approved by the Contract Manager and specified in the CAP.</p> | <p>Failure to Monitor and Report Results of the CAP shall result in the Contractor being assessed one thousand dollars (\$1,000.00) for each Business Day beyond the required date that the CAP is not submitted by the Contractor.</p> |
| <p>25. Transition and Close-Out</p> | | |
| <p>25.1 Transition Plan (As required by Section 4.3.24, a.)</p> | <p>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.</p> | <p>Failure to submit a draft Transition Plan 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 draft Transition Plan is not submitted by the Contractor.</p> |
| <p>25.2 Final Reports (As required by Section 4.3.24, b.)</p> | <p>The Contractor shall submit any Final Reports, required by this SOW, by the date specified in the Transition Plan and approved by the Division.</p> | <p>Failure to submit any Final Reports by the required date shall result in the Contractor being assessed fifty dollars (\$50.00) for each Business Day beyond the required date that the final report is not submitted by the Contractor.</p> |
| <p>25.3 Claimant Data (As required by Section 4.3.24, e. and f.)</p> | <p>The Contractor shall transfer Claimant Data to the Division or the Division's authorized agent by the date and in the format specified in the Transition Plan.</p> | <p>Failure to transfer Claimant Data by the date required shall result in the Contractor being assessed one thousand dollars (\$1,000.00) for each Business Day beyond the required date that the Claimant Data is not transferred by the Contractor.</p> |
| <p>25.4 Final Reimbursement (As required by Section 4.3.24, h.)</p> | <p>The Contractor shall reimburse the Division for all outstanding financial consequences and any other pending invoices by the date specified in the Transition Plan and approved by the Division.</p> | <p>Failure to meet the specified criteria shall result in the Contractor being assessed five hundred dollars (\$500.00) for each Business Day until the Final Reimbursement is submitted.</p> |
| <p>25.5 Security Close-Out Certification (As required by Section 4.3.24, i.)</p> | <p>The Contractor shall certify in writing to the Division that it has completed all security transition and close-out processes by the date specified</p> | <p>Failure to submit the Security Close-Out Certification by the required date shall result in the Contractor being assessed one hundred dollars</p> |

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| | in the Transition Plan and approved by the Division. | (\$100.00) for each Business Day beyond the required date that the Certification is not submitted by the Contractor. |
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