



FDR NON-PHARMACY VENDOR MEDICARE PART D CERTIFICATION FOR _____ PLAN YEAR

By the signature below, FDR Non-Pharmacy Vendor certifies and attests to Navitus that:

Section I

Fraud, Waste & Abuse and General Compliance

(1) Monthly during the past twelve (12) months, and going forward on at least a monthly basis, FDR Non-Pharmacy Vendor has and will continue to review the Office of Inspector General List of Excluded Individuals and Entities (LEIE) and General Services Administration (GSA) exclusion list and neither FDR Non-Pharmacy Vendor nor an employee, contractor, or agent providing services directly or indirectly ("Covered Individual") is excluded from participation in government funded health care programs. FDR Non-Pharmacy Vendor is subscribed to the OIG LISTSERV via the OIG website to receive immediate notice of updates to the LEIE. If any such FDR Non-Pharmacy Vendor and/or Covered Individual appear on either the LEIE or GSA list, FDR Non-Pharmacy Vendor has and will continue to immediately remove that Covered Individual from the performance of services in support of government funded healthcare programs, including but not limited to Medicare Part D services.

(2) Indicate the applicable statement by checking the appropriate box:

"Within 90 days of hiring or contracting and annually thereafter, all Covered Individuals have participated in a compliance and fraud, waste, and abuse training program which complies with 42 C.F.R. §§422.503 (b) (4) (vi) (C), 423.504 (b) (4) (vi) (C) and Chapter 9, Section 50.3.2 of the Medicare Part D Prescription Drug Benefit Manual. In accordance with CMS guidance dated December 28, 2015, Additional Guidance – Compliance Program Training Requirements and Audit Process Update; effective January 1, 2016, FDR Non-Pharmacy Vendor has two (2) options for ensuring that employees have satisfied this requirement. FDR Non-Pharmacy Vendor and its employees can complete the general compliance and FWA training modules located on the CMS Medicare Learning Network (MLN). Once the individual completes the training, the system will generate a certificate of completion. The second option allows the pharmacy the ability to download, view or print the content of the CMS standardized training modules from the CMS website and incorporate the content into the organizations' existing compliance training materials/systems. The CMS training content cannot be modified to ensure the integrity and completeness of the training. However, an organization can add to the CMS training to cover topics specific to the organization. Additionally, FDR Non-Pharmacy Vendor provides additional, specialized, or refresher training on issues posing fraud, waste, and abuse risks specific to an individual's job function as follows: (i) appointment to the job function, (ii) changed requirements, (iii) when an employee is found to be noncompliant, (iv) as a corrective action to address a noncompliance issue, and (v) when an employee works in an area implicated in past fraud, waste, and abuse. In addition to this certification, FDR Non-Pharmacy Vendor has and will maintain for ten (10) years training records, copies of training material, including the date of the training, attendance, certificates of completion, test scores, and a copy of the training materials, all of which records shall be available upon request;"

(3) FDR Non-Pharmacy Vendor's Covered Individuals completed general compliance training within 90 days of hiring or contracting and annually thereafter. The compliance training complies with CMS compliance training requirements as described above and included CMS content without modification. Additionally, FDR Non-Pharmacy Vendor has and will maintain for ten (10) years training records, copies of training material, including the date of the training, attendance, certificates of completion, test scores, and a copy of the training materials, all of which records shall be available upon request.

(4) FDR Non-Pharmacy Vendor's managers, officers, and directors responsible for the administration or delivery of Part D benefits are free from any conflict of interest in administering or delivering Medicare Part D benefits.

(5) FDR Non-Pharmacy Vendor has and will continue to promptly report in writing to Navitus any concerns related to compliance, suspected or actual violations of law or policy related to the services provided to beneficiaries covered

by the Medicare Part D sponsor or Navitus. FDR Non-Pharmacy Vendor or Covered Individuals may report fraud, waste and abuse to Navitus' Hotline (855-673-6503) or email (FDR@navitus.com).

(6) FDR Non-Pharmacy Vendor's FDRs have certified to the FDR Non-Pharmacy Vendor compliance with the certification requirements set forth herein.

Section II

Offshore Activities

- (1) For purposes of this attestation, the term "Offshore" shall be determined in accordance with CMS rules, regulations and guidance and the Health Insurance Portability and Accountability Act of 1996, as amended and all rules and regulations promulgated there under ("HIPAA") and currently refers to any location that is not one of the fifty (50) United States or one of the territories of the United States (American Samoa, Guam, Northern Marianas, Puerto Rico, and the United States Virgin Islands).

- (2) If FDR Non-Pharmacy Vendor and its downstream and related entities DO NOT utilize Offshore subcontractors to perform activities **that involves receiving, processing, transferring, handling, storing, or accessing PHI** under or in connection with Medicare Part D at an Offshore location, check here . If this box is checked, FDR Non-Pharmacy Vendor shall promptly notify Navitus if this statement becomes inaccurate.

- (3) If FDR Non-Pharmacy Vendor and its downstream and related entities DO utilize Offshore subcontractors to perform activities **that involves receiving, processing, transferring, handling, storing, or accessing PHI** under or in connection with Medicare Part D at an Offshore location, check here . If this box is checked, FDR Non-Pharmacy Vendor will be asked by Navitus to provide all necessary information required to comply with CMS rules and regulations.

Disclaimer: Any CMS changes to Fraud, Waste and Abuse regulations are included as part of the overall Fraud, Waste and Abuse attestation.

Signature of Responsible Party _____ Date: _____

Responsible Party Name (Print) _____

FDR Non-Pharmacy Vendor (Print) _____

Address (Print) _____

Fax: _____ Email: _____