

1. PBMs do not include all-brand National Drug Code (NDC) for rebate aggregation, resulting in the PBM retaining the NDC rebate rather than the client.
2. PBMs do not pay on Over the Counter (OTC) rebates, although they collect and retain the rebates.
3. PBMs do not pay on insulin rebates, although they collect and retain the rebates.
4. PBMs collect and retain rebates on non-formulary drugs.
5. Differentiating Pre & Post Average Wholesale Price (AWP):
 - PBMs pay pharmacies Post-AWP pricing
 - PBMs charge clients Pre-AWP pricing, resulting in retainment of Spread
6. PBMs adjust the number of drugs available for the guaranteed per prescription rebate by changing the denominator of drugs rebated.
7. PBMs only provide a portion of a point of sale rebates.
8. PBMs utilize multiple Maximum Allowable Cost (MAC) lists:
 - One MAC list for the client
 - Another MAC list for the pharmacy
9. Direct and Indirect Remuneration (DIR) Fees, also known as a Clawbacks, are revenues collected from the pharmacy 90-days after a paid claim. DIR Fees are 100% retained by the PBM.
10. PBMs do not confirm that all pricing will be based on the AWP on the actual date the drug is dispensed, for the actual package size dispensed, and for the actual quantity dispensed.
11. PBMs take spread on compound claims.
12. PBMs charge the client a professional administration fee for a vaccination, but do not pay the pharmacy the professional administration fee.
13. PBMs may create spread on repackaged NDCs.
14. PBMs negotiate a lower rebate but request a lower acquisition cost for the drug at the in-house pharmacy of the PBM.
15. PBMs negotiate a higher rebate by allowing slimmer early refill rules that increase the chance for an additional fill per year.
16. PBMs dispense 90-day supplies but charge the client for a 100-day supply.
17. PBMs waive copays to steer towards mail order pharmacy.
18. PBMs reclassify generic drugs as a brand drugs, resulting in the PBM paying the pharmacy the generic cost and charging the client the brand cost.
19. PBMs switch the NDC, resulting in the PBM paying the pharmacy the lower cost NDC and charging the client the more expensive NDC.
20. Zero Balance Due: Force shift 100% of patient pay into the contractual guaranteed agreement.