



FRAME™ FIDUCIARY DASHBOARD · PROPRIETARY

Plan Status Overview

Q2 review cycle · five dimensions · year to date

Financing F

YTD PBM spend tracked
YTD TPA spend tracked
YTD fees tracked
YTD stop loss tracked

Real World Performance R

On track

Plan performing as expected. No financial deviation exceeding the 25% threshold detected.

Accountability A

Action needed

Q2 committee meeting canceled, rescheduled for May 28. Upload minutes to complete the documentation record.

Metrics M

Upload needed

GLP-1 vendor detected. Upload vendor performance data for Q2 review.

Employee Focus E

Flag

Increase in prior authorizations detected, not authorized by the plan. Review for utilization management drift.

FRAME™ is a trademark of Healthcare Rebel Alliance, registered in the State of Wisconsin. Federal trademark registration is pending. © Healthcare Rebel Alliance. All rights reserved.

Internal development guide. FRAME™ is a trademark of Healthcare Rebel Alliance, registered in the State of Wisconsin. Federal trademark registration is pending. The FRAME methodology, its dimension structure, agent architecture, gate logic, finding format, and the analysis presented here are the intellectual property of Healthcare Rebel Alliance and are protected by trademark, copyright, and trade secret law. Reproduction, distribution, or derivative use without written permission is prohibited. © Healthcare Rebel Alliance. All rights reserved.

CONFIDENTIAL, PROPRIETARY, AND A TRADE SECRET ONLY TO BE USED FOR DEVELOPMENT PURPOSES



FRAME™ FIDUCIARY DASHBOARD · PROPRIETARY

Plan Status Overview

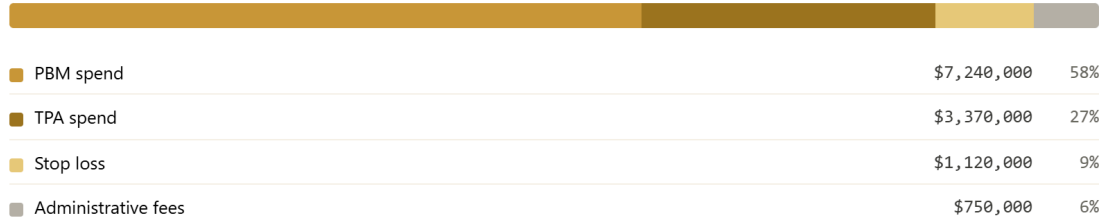
Q2 review cycle · five dimensions · year to date

Financing F

YTD TOTAL SPEND

\$12,480,000

where the money is going



Real World Performance R

On track

Plan performing as expected. No financial deviation exceeding the 25% threshold detected.

Accountability A

Action needed

Q2 committee meeting canceled, rescheduled for May 28. Upload minutes to complete the documentation record.

Metrics M

Upload needed

GLP-1 vendor detected. Upload vendor performance data for Q2 review.

Employee Focus E

Flag

Increase in prior authorizations detected, not authorized by the plan. Review for utilization management drift.

FRAME™ is a trademark of Healthcare Rebel Alliance, registered in the State of Wisconsin. Federal trademark registration is pending. © Healthcare Rebel Alliance. All rights reserved.

Internal development guide. FRAME™ is a trademark of Healthcare Rebel Alliance, registered in the State of Wisconsin. Federal trademark registration is pending. The FRAME methodology, its dimension structure, agent architecture, gate logic, finding format, and the analysis presented here are the intellectual property of Healthcare Rebel Alliance and are protected by trademark, copyright, and trade secret law. Reproduction, distribution, or derivative use without written permission is prohibited. © Healthcare Rebel Alliance. All rights reserved.

CONFIDENTIAL, PROPRIETARY, AND A TRADE SECRET ONLY TO BE USED FOR DEVELOPMENT PURPOSES

□ Build spec, not a deliverable. Every figure is illustrative and exists to show structure. No number is real plan data.

□ Dashboard / Financing / PBM SPEND



FRAME™ FINANCING · PBM · PROPRIETARY

PBM & Total Pharmacy Spend

TOTAL PHARMACY SPEND · ALL CHANNELS

ILLUSTRATIVE

\$8,210,000

PBM channel \$7,240,000 · off-PBM channels \$970,000

The plan supports channels outside the PBM, and this layer captures them so total pharmacy spend is complete. These are tracked for visibility, not flagged. The plan has chosen to support alternative channels; the purpose here is to see the full number, not to steer the decision.

PBM channel \$7,240,000 · 88% of pharmacy spend

BY SPEND CATEGORY

Drug spend (paid claims)	\$6,180,000
Admin & dispensing fees	\$470,000
Rebates owed to plan	\$720,000

■ CONTRACT FLAG · REBATE REMITTANCE LAG

The \$720,000 owed is remitted 180 days after quarter close. Avoidable carrying cost beyond the 90-day renewal-state ceiling is \$8,877. Full detail and the 2026 CAA note remain on the rebate-line drill-down.

Off-PBM channels \$970,000 · 12% of pharmacy spend · tracked for visibility

□ Cost-plus pharmacy Direct cash-pay acquisition, generics & specialty	\$420,000
□ GLP-1 manufacturer cash cards Direct-to-patient cash program, billed off-PBM	\$310,000
□ GLP-1 wellness vendor SITS IN BENEFITS STACK Managed as a wellness vendor, not as pharmacy	\$240,000

Total off-PBM \$970,000

The GLP-1 wellness vendor is the one to watch for completeness, because it is invisible in a pharmacy-only review: it bills through the benefits stack as a wellness line, not through the PBM, so its spend is easy to leave out of the pharmacy total entirely. Tracking it here is what makes total pharmacy spend complete.

Internal build specification. All figures are illustrative placeholders and not real plan data. Off-PBM channels are tracked for spend completeness, not flagged for action. FRAME™ is a trademark of Healthcare Rebel Alliance, registered in the State of Wisconsin. Federal trademark registration is pending. © Healthcare Rebel Alliance. All rights reserved.

CONFIDENTIAL, PROPRIETARY, AND A TRADE SECRET ONLY TO BE USED FOR DEVELOPMENT PURPOSES

Build spec, not a deliverable. Values are illustrative. No figure is real plan data.

Dashboard / Financing / REBATE REASONABLENESS



FRAME™ FINANCING · PROPRIETARY

Rebate Reasonableness: The Cost of Following Rebates

A rebate-based deal lets the vendor hold the plan's money through the remittance lag and capture the float on it. A direct point-of-sale discount has no lag and no float to capture. This estimates what the rebate structure costs the plan in captured float versus the direct-discount alternative, the reasonableness question behind **Gate 2**. It is a decision-support estimate for renewal, not an amount the plan is owed.

Committee-set assumptions

committee + counsel

Float rate (default 5%, FRAME convention)	5.0%
Direct-discount baseline (what point-of-sale could have delivered)	committee-set
Rebate dollars at risk (annual, on the rebate ledger)	\$4.20M
Remittance lag scenarios (low / mid / high)	90 / 180 / 270 days

Adjust assumptions

FLOAT CAPTURED BY VENDOR UNDER THE REBATE STRUCTURE

LAG SCENARIO	WINDOW	FLOAT LOST VS DIRECT
Low	90 days	\$51,780
Mid	180 days	\$103,562
High	270 days	\$155,342

Float lost = rebate dollars at risk × float rate × (lag days ÷ 365). This is float captured by the vendor, not earned by the plan; the plan is not the lender. Under a direct point-of-sale discount this float does not exist, because there is no lag.

Reasonableness Risk Gate 2 · 29 U.S.C. § 1108(b)(2)(B)(ii)(II)

The reasonableness question is whether the committee understands what the rebate structure costs relative to the alternative. A mid-scenario float loss of roughly \$104k that would not exist under direct discounting is a reasonableness input the committee can weigh at renewal, paired with a stale-PBM market-test flag it strengthens the case to re-bid or to negotiate point-of-sale terms.

This is a decision-support estimate, not an amount owed. The plan is in (or chose) the rebate structure; this sizes its structural cost so the committee can decide with counsel whether the rebate deal is reasonable or whether to pursue direct-discount terms. HRA estimates the cost; it does not assert the vendor owes it back.

Internal build specification. Values illustrative. The 5% float rate is a captured-float convention, not a market rate of return; committee overrides are recorded with rationale. FRAME™ is a trademark of Healthcare Rebel Alliance, registered in the State of Wisconsin. Federal trademark registration is pending. © Healthcare Rebel Alliance. All rights reserved.

Copyright, and trade secret, proprietary, and confidential information, and all other rights, are reserved. Copying, and trade secret, proprietary, and confidential information, and all other rights, are reserved. permission is prohibited. © Healthcare Rebel Alliance. All rights reserved.

CONFIDENTIAL, PROPRIETARY, AND A TRADE SECRET ONLY TO BE USED FOR DEVELOPMENT PURPOSES

Internal development guide. FRAME™ is a trademark of Healthcare Rebel Alliance, registered in the State of Wisconsin. Federal trademark registration is pending. The FRAME methodology, its dimension structure, agent architecture, gate logic, finding format, and the analysis presented here are the intellectual property of Healthcare Rebel Alliance and are protected by trademark, copyright, and trade secret law. Reproduction, distribution, or derivative use without written permission is prohibited. © Healthcare Rebel Alliance. All rights reserved.

CONFIDENTIAL, PROPRIETARY, AND A TRADE SECRET ONLY TO BE USED FOR DEVELOPMENT PURPOSES

Build spec, not a deliverable. Every figure on this screen is illustrative and exists to show structure and behavior. No number is real plan data.

[Dashboard](#) / [Financing](#) / [TPA SPEND](#)



FRAME™ FINANCING · TPA · PROPRIETARY

TPA Spend — All Contracts

COMBINED FUNNEL · 3 TPA CONTRACTS

ILLUSTRATIVE

COMBINED TPA SPEND

\$3,370,000

ILLUSTRATIVE

GROSS SITE SAVINGS

\$590k–\$950k

ILLUSTRATIVE

NET AFTER STOP LOSS

\$470k–\$760k

ILLUSTRATIVE

Each contract below carries its own spend, its own structure, and its own site-of-savings opportunity. The savings differ by plan design, because a tightly managed HMO already steers site of care, while a broad PPO leaves the most room. Net reflects the stop-loss adjustment shown per contract. All values illustrative.



Union ASA · collectively bargained

ILLUSTRATIVE

PPO network · 1,180 members

\$1,620,000

■ Site of savings · imaging, surgery, J codes

\$280k–\$440k

[Open contract detail](#)



Non-union PPO · silver / gold tiers

ILLUSTRATIVE

Broad PPO network · 940 members

\$1,310,000

■ Site of savings · all four groups

\$280k–\$460k

[Open contract detail](#)



Non-union HMO · bronze tier

ILLUSTRATIVE

Gatekeeper HMO · 410 members

\$440,000

■ Limited · network already steers site

\$30k–\$50k

[Open contract detail](#)

STOP-LOSS INTERACTION · ILLUSTRATIVE

Site-of-care savings reduce paid claims, which changes the plan's position against its stop-loss attachment. Where a steered claim sits below the specific deductible, the full saving accrues to the plan, but where it would have pierced the deductible, part of the saving is offset because the carrier would have reimbursed the excess anyway. The net range above applies an illustrative adjustment for that offset; the full model tests each contract's savings against its specific deductible and aggregate corridor, which is the next layer once site-level claim detail is loaded.

Internal build specification. All figures, contract counts, membership, and savings ranges are illustrative placeholders pending site-level claim and stop-loss contract detail, and are not real plan data. FRAME™ is a trademark of Healthcare Rebel Alliance, registered in the State of Wisconsin. Federal trademark registration is pending. © Healthcare Rebel Alliance. All rights reserved.

here are the intellectual property of healthcare rebel alliance and are protected by trademark, copyright, and trade secret law. Reproduction, distribution, or derivative use without written permission is prohibited. © Healthcare Rebel Alliance. All rights reserved.

CONFIDENTIAL, PROPRIETARY, AND A TRADE SECRET ONLY TO BE USED FOR DEVELOPMENT PURPOSES

□ Build spec, not a deliverable. All figures are illustrative. No number is real plan data.

□ Dashboard / Financing / ADMIN FEES



FRAME™ FINANCING · ADMIN FEES · PROPRIETARY

Administrative Fees

\$750,000 6% of total YTD spend

0 flags in this category

BY RECIPIENT

Broker / consultant fee	\$320,000	43%
Point solutions / vendors	\$240,000	32%
Compliance & actuarial	\$120,000	16%
Other professional fees	\$70,000	9%

■ NO FLAG · REVIEWED AND CLEAN

Fees are flat, disclosed, and fair-market

Each fee is a flat dollar amount billed as a line item, disclosed in the contract, and consistent with fair market value for the service performed. None is routed through paid claims, none varies with drug price or claim volume, and none is a percentage of spend. A clean category is a finding in its own right: it tells the committee where the documentation record already supports the duty of prudence, so attention can go to the categories that carry flags.

Internal build specification. All figures are illustrative placeholders and not real plan data. FRAME™ is a trademark of Healthcare Rebel Alliance, registered in the State of Wisconsin. Federal trademark registration is pending. © Healthcare Rebel Alliance. All rights reserved.

Internal development guide. FRAME™ is a trademark of Healthcare Rebel Alliance, registered in the State of Wisconsin. Federal trademark registration is pending. The FRAME methodology, its dimension structure, agent architecture, gate logic, finding format, and the analysis presented here are the intellectual property of Healthcare Rebel Alliance and are protected by trademark, copyright, and trade secret law. Reproduction, distribution, or derivative use without written permission is prohibited. © Healthcare Rebel Alliance. All rights reserved.

CONFIDENTIAL, PROPRIETARY, AND A TRADE SECRET ONLY TO BE USED FOR DEVELOPMENT PURPOSES

□ Build spec, not a deliverable. All figures are illustrative. No number is real plan data.

□ Dashboard / Financing / STOP LOSS



FRAME™ FINANCING · STOP LOSS · PROPRIETARY

Stop Loss

\$1,120,000 9% of total YTD spend · net \$710,000 after recoveries

1 flag in this category · a renewal question, not a dollar finding

PREMIUM VS RECOVERIES

Specific stop-loss premium	\$890,000	79%
Aggregate stop-loss premium	\$230,000	21%
Reimbursements received YTD	(\$410,000) credit	
Net stop-loss cost	\$710,000	

■ OPPORTUNITY FLAG · ON THE PREMIUM LINE

Laser terms unconfirmed

The renewal does not yet confirm whether any individual high-cost claimants have been lasered, or whether the contract carries a no-new-laser and rate-cap provision. Because lasering shifts catastrophic risk back onto the plan, this is flagged to confirm the contract basis and terms before the renewal is signed.

欄 No dollar figure: this is a term to confirm, not a quantified opportunity. It is sized only if a laser is found, at which point the shifted risk becomes the exposure.

CONFIRM AT RENEWAL

Internal build specification. All figures are illustrative placeholders and not real plan data. FRAME™ is a trademark of Healthcare Rebel Alliance, registered in the State of Wisconsin. Federal trademark registration is pending. © Healthcare Rebel Alliance. All rights reserved.

Internal development guide. FRAME™ is a trademark of Healthcare Rebel Alliance, registered in the State of Wisconsin. Federal trademark registration is pending. The FRAME methodology, its dimension structure, agent architecture, gate logic, finding format, and the analysis presented here are the intellectual property of Healthcare Rebel Alliance and are protected by trademark, copyright, and trade secret law. Reproduction, distribution, or derivative use without written permission is prohibited. © Healthcare Rebel Alliance. All rights reserved.

CONFIDENTIAL, PROPRIETARY, AND A TRADE SECRET ONLY TO BE USED FOR DEVELOPMENT PURPOSES

Internal development guide. FRAME™ is a trademark of Healthcare Rebel Alliance, registered in the State of Wisconsin. Federal trademark registration is pending. The FRAME methodology, its dimension structure, agent architecture, gate logic, finding format, and the analysis presented here are the intellectual property of Healthcare Rebel Alliance and are protected by trademark, copyright, and trade secret law. Reproduction, distribution, or derivative use without written permission is prohibited. © Healthcare Rebel Alliance. All rights reserved.

CONFIDENTIAL, PROPRIETARY, AND A TRADE SECRET ONLY TO BE USED FOR DEVELOPMENT PURPOSES

□ Build spec, not a deliverable. All figures are illustrative. No number is real plan data.

□ Dashboard / REAL WORLD PERFORMANCE



FRAME™ REAL WORLD PERFORMANCE · PROPRIETARY

Performance Scorecard

Q2 review cycle · is the plan performing for what it costs and who it covers

■ On track ■ Watch ■ Off track ■ Not yet built



Actual vs expected spend

Risk-adjusted, is the plan running hot for its population

+3.0%
WATCH

Plan runs 3.0% above risk-adjusted expected spend, HMO carries most of the variance. Judged against what the population should cost.

Open area □



Trend vs benchmark

Clean trend, prior-year run-out isolated

+5.8%
ON TRACK

Clean current-year trend 5.8%, 2.2 pts below the ~8% market benchmark once prior-year run-out is isolated. NSA arbitration moved to its own routing below.

Open area □



Vendor performance vs guarantees

Guarantees, service levels, network adequacy

3 issues
OFF TRACK

- PBM missed generic discount + rebate-per-script floor
- HMO (no OON coverage): NSA arbitration = network-adequacy failure

Open area □



340B capture

PBM

Identification accuracy, then who keeps the value

2 of 2 open
WATCH

- Identification: are 340B-eligible claims flagged and not double-dipped vs rebates
- Capture: is the plan keeping the value vs PBM / contract pharmacy retaining it

Open area □



Approvals & denials

LIVE

Approval rate and denial reasons

88% approved
WATCH

88% of prior authorizations approved. Of the 12% denied, documentation is the largest and most actionable reason, often a process gap rather than a coverage decision.

Open area □



Clinical & utilization outcomes

ROADMAP

Are members getting appropriate care for the spend

NOT YET BUILT

Measurement model not yet defined. Approval and denial tracking is the live leading indicator upstream of it.

NSA ARBITRATION ROUTES BY CONTRACT

NSA arbitration has no single home; it routes by whether the contract offers out-of-network coverage. For a contract with no OON coverage (the gatekeeper HMO), an OON claim reaching arbitration is a network-adequacy failure, so it scores under Vendor performance. For a contract with OON coverage, the plan deliberately bought OON access, so the question becomes whether that coverage delivers value, which is an independent Financing-watched metric (likely roadmap, since the value measurement is not yet settled), with arbitration outcomes as the RWP read on it.

registered
methodology,
presented
ademark,
written

R

Build spec, not a deliverable. All figures are illustrative. No number is real plan data.

Dashboard / RWP / EXPECTED VS ACTUAL



FRAME™ REAL WORLD PERFORMANCE · PROPRIETARY

Actual vs Expected Spend

The performance question Financing deliberately does not answer: is the plan running hot for the population it actually covers. Expected spend is risk-adjusted from HIPAA claims, so the comparison is level. This is a judgment against expectation, distinct from the flat PEPM cost reported in Financing.

PLAN TOTAL · ACTUAL VS RISK-ADJUSTED EXPECTED

Actual spend YTD	\$12,480,000
Risk-adjusted expected	\$12,120,000
Variance · running hot	+\$360,000 (+3.0%)

Watch · 3.0% above expectation

WHERE THE VARIANCE SITS · BY CONTRACT

Union ASA (self-funded)	+0.4%	at expectation
Non-union PPO (self-funded)	-0.6%	at expectation
Non-union HMO (fully insured)	+3.0%	carries variance

The two self-funded contracts perform at expectation. Effectively all of the plan-level variance sits in the HMO, the same contract Financing reports at the highest PEPM, now shown to be high even after adjusting for who it covers.

WHAT IS DRIVING THE HMO VARIANCE

Inpatient utilization above expected	+\$210k
Specialty Rx mix	+\$95k
Other / unattributed	+\$55k

Decomposition is preliminary. The clinical drivers behind elevated inpatient utilization are a clinical/utilization question, which is the roadmap area; this screen sizes the variance and locates it, the clinical why comes when that area is built.

DATA STATUS · AVAILABLE

Risk scores and expected spend are computed from HIPAA claims in hand, so the comparison is level and the variance is real, not inferred. The driver decomposition is partial pending the clinical/utilization build.

Internal build specification. All figures are illustrative placeholders and not real plan data. Expected spend is risk-adjusted; this is an RWP judgment against expectation, distinct from the cost-only PEPM reported in Financing. FRAME™ is a trademark of Healthcare Rebel Alliance, registered in the State of Wisconsin. Federal trademark registration is pending. © Healthcare Rebel Alliance. All rights reserved.

here are the intellectual property of Healthcare Rebel Alliance and are protected by trademark, copyright, and trade secret law. Reproduction, distribution, or derivative use without written permission is prohibited. © Healthcare Rebel Alliance. All rights reserved.

CONFIDENTIAL, PROPRIETARY, AND A TRADE SECRET ONLY TO BE USED FOR DEVELOPMENT PURPOSES

□ Build spec, not a deliverable. All figures are illustrative. No number is real plan data.

□ Dashboard / RWP / DATA AVAILABILITY



FRAME™ · SYSTEM-WIDE · PROPRIETARY

Data Availability

A finding can only be as good as the data behind it. This layer tracks, for every metric, whether the underlying data is in hand, and distinguishes the three states a missing number can mean. A blank must never render as a clean result: an empty AI-involvement field is not "no AI was used," it is "the vendor has not told us."

- Available — data received and the metric is computed from it
- Partial / inferred — some data received; the metric is estimated and labeled as such
- Not disclosed — requested and not provided by the vendor; this is itself a finding

APPROVALS & APPEALS · DATA STATUS BY FIELD

Approval / denial counts	■ available
Denial reason codes	■ available
Appeal outcomes	■ available
Specialty-match of reviewer	■ partial / inferred
AI involvement in denial	■ not disclosed

■ NOT-DISCLOSED IS A FINDING, NOT A BLANK

AI involvement was requested and not provided. The earlier AI-overturn analysis on this screen is therefore shown only where the vendor disclosed involvement; where it did not, the field reads **not disclosed**, never zero. For the committee, a vendor that will not say whether AI drove a denial is itself the finding, and it is the question to put back to the vendor in writing. For the build, the system must store a distinct not-disclosed state per field and must refuse to compute a rate that silently treats missing data as a negative response.

Internal build specification. All figures and data-status values are illustrative placeholders and not real plan data. FRAME™ is a trademark of Healthcare Rebel Alliance, registered in the State of Wisconsin. Federal trademark registration is pending. © Healthcare Rebel Alliance. All rights reserved.

Internal development guide. FRAME™ is a trademark of Healthcare Rebel Alliance, registered in the State of Wisconsin. Federal trademark registration is pending. The FRAME methodology, its dimension structure, agent architecture, gate logic, finding format, and the analysis presented here are the intellectual property of Healthcare Rebel Alliance and are protected by trademark, copyright, and trade secret law. Reproduction, distribution, or derivative use without written permission is prohibited. © Healthcare Rebel Alliance. All rights reserved.

CONFIDENTIAL, PROPRIETARY, AND A TRADE SECRET ONLY TO BE USED FOR DEVELOPMENT PURPOSES

Build spec, not a deliverable. All figures are illustrative. No number is real plan data.

Dashboard / RWP / VENDOR PERFORMANCE



FRAME™ REAL WORLD PERFORMANCE · PROPRIETARY

Vendor Performance vs Guarantees

Each contracted guarantee is tested against actual. A miss is not just underperformance, it may trigger a performance credit the plan is owed, which RWP sizes and hands to Financing to collect. Network adequacy is tested here too, because a no-OON contract reaching NSA arbitration is a vendor failure.

PBM GUARANTEES · CONTRACTED VS ACTUAL

Generic discount	≥ 88%	84%	MISSED
Rebate per brand script	≥ \$315	\$291	MISSED
Specialty discount	≥ 17%	18%	MET
Claims-processing accuracy	≥ 99%	99.4%	MET

■ PERFORMANCE CREDIT OWED · FROM THE TWO MISSES

Generic discount shortfall 4 pts × generic spend at risk	\$148,000
Rebate floor shortfall \$24/script × brand scripts	\$72,000
Total credit owed to plan	\$220,000

RWP sizes the credit at \$220,000. Once collected, the recovered dollar books in Financing. RWP detects; Financing receives.

■ NETWORK ADEQUACY · HMO, NO OON COVERAGE

The gatekeeper HMO offers no out-of-network benefit, yet 11 claims reached NSA arbitration this period. On a no-OON contract, an arbitrated OON claim means the network could not deliver an in-network option for needed care, which is a network-adequacy failure by the vendor, not a coverage choice by the plan. This routes here, to vendor performance, not to trend. The arbitration outcomes themselves are tracked, but the finding is that they happened at all on a plan with no OON benefit.

11 OON ARBITRATIONS ON A NO-OON PLAN

■ DATA STATUS · PARTIAL

Guarantee terms and actuals are available from the contract and claims. The credit figures are RWP estimates pending the PBM's own reconciliation, which the contract entitles the plan to request. If the PBM declines to reconcile, that non-disclosure is itself the next finding.

Internal build specification. All figures are illustrative placeholders and not real plan data. Performance credits sized in RWP; recovered dollars book in Financing once collected. FRAME™ is a trademark of Healthcare Rebel Alliance, registered in the State of Wisconsin. Federal trademark registration is pending. © Healthcare Rebel Alliance. All rights reserved.

here are the intellectual property of Healthcare Rebel Alliance and are protected by trademark, copyright, and trade secret law. Reproduction, distribution, or derivative use without written permission is prohibited. © Healthcare Rebel Alliance. All rights reserved.

CONFIDENTIAL, PROPRIETARY, AND A TRADE SECRET ONLY TO BE USED FOR DEVELOPMENT PURPOSES

Internal development guide. FRAME™ is a trademark of Healthcare Rebel Alliance, registered in the State of Wisconsin. Federal trademark registration is pending. The FRAME methodology, its dimension structure, agent architecture, gate logic, finding format, and the analysis presented here are the intellectual property of Healthcare Rebel Alliance and are protected by trademark, copyright, and trade secret law. Reproduction, distribution, or derivative use without written permission is prohibited. © Healthcare Rebel Alliance. All rights reserved.

CONFIDENTIAL, PROPRIETARY, AND A TRADE SECRET ONLY TO BE USED FOR DEVELOPMENT PURPOSES

Build spec, not a deliverable. All items and dates are illustrative. No item is real plan data.

Dashboard / ACCOUNTABILITY



FRAME™ ACCOUNTABILITY · PROPRIETARY

Fiduciary Calendar & Record

ERISA is a law of **process, not results**. This dimension tracks whether the committee does what a prudent fiduciary must, and whether a record proves it. An incomplete item is a gap in the prudence record, not a verdict. Where a gap may carry legal weight, the flag is **check with counsel**, because HRA surfaces the facts and the committee's attorney makes the call.

DONE
16

DUE SOON
6

CHECK W/ COUNSEL
6

DEADLINE PASSED
1

No item is labeled "overdue." Statutory filings past their date read "deadline passed, request"; prudent-practice gaps read "check with counsel."

THE FOUR AREAS

Governance cadence
Meetings, quorum, attendance, minutes

Q2 GAP

Decision documentation
The prudence record: rationale, alternatives, evidence

2 INCOMPLETE

Required filings & reviews
RxDC, 5500, PCORI, SAR, GPCPA, SBC, 408(b)(2)

SAR PASSED

Open items & follow-through
Findings from every dimension, owned to closure

5 OPEN

ABOVE THE FLOOR · PRUDENT PRACTICE

Governance best practices
Committee, vendor oversight, AI & data, plan docs

AI FLAG

RFP & market-test tracking
Last competitive test per vendor

PBM 6 YRS

WHERE THE OTHER DIMENSIONS CLOSE THEIR LOOP

Accountability mostly reads findings from the other dimensions and wraps each in an owned obligation: an owner, a due date, a documented decision, a closure. The finding's value still belongs to its origin dimension; the obligation around it is Accountability's. A finding without a recorded decision and a closed action never enters the prudence record, so it defends no one. This is where analysis becomes a defensible paper trail.

Internal build specification. All items, dates, and statuses are illustrative and not real plan data. HRA surfaces status for the committee to act on with its vendors and counsel and does not render legal conclusions. FRAME™ is a trademark of Healthcare Rebel Alliance, registered in the State of Wisconsin. Federal trademark registration is pending. © Healthcare Rebel Alliance. All rights reserved.

CONFIDENTIAL, PROPRIETARY, AND A TRADE SECRET ONLY TO BE USED FOR DEVELOPMENT PURPOSES

□ Build spec, not a deliverable. Dates and statuses are illustrative. No item is real plan data.

□ Dashboard / Accountability / GOVERNANCE CADENCE



FRAME™ ACCOUNTABILITY · PROPRIETARY

Governance Cadence

Whether the committee is meeting on schedule, with a quorum, and recording what it did. Cadence itself is evidence of an active, engaged fiduciary; a missed or undocumented meeting is a thin spot in the prudence record, not a rule broken, so a lapse is surfaced for the committee to weigh with counsel.

MEETING LOG · QUARTERLY CADENCE

Q4 prior year	held	quorum	MINUTES FILED
Q1	held	quorum	MINUTES FILED
Q2	rescheduled	—	MINUTES PENDING
Q3	scheduled	—	UPCOMING

MEETINGS HELD / PLANNED

2 / 4

AVG ATTENDANCE

86%

MINUTES ON FILE

2 / 3

■ GAP TO DOCUMENT · Q2

The Q2 meeting was rescheduled to May 28 and its minutes are not yet filed. Until the minutes are recorded and approved, the quarter has no documented record of what the committee reviewed or decided. The fix is administrative, hold the meeting and file the minutes, and the build flags the gap so it does not silently become a missing quarter in the record.

STANDING GOVERNANCE ITEMS

Committee charter reviewed this year	DONE
Standing agenda covers all five FRAME dimensions	DONE
Annual self-assessment of committee effectiveness	DUE SOON

Internal build specification. Dates and statuses are illustrative. Quarterly cadence is a prudent-practice norm and is configurable per plan. FRAME™ is a trademark of Healthcare Rebel Alliance, registered in the State of Wisconsin. Federal trademark registration is pending. © Healthcare Rebel Alliance. All rights reserved.

Internal development guide. FRAME™ is a trademark of Healthcare Rebel Alliance, registered in the State of Wisconsin. Federal trademark registration is pending. The FRAME methodology, its dimension structure, agent architecture, gate logic, finding format, and the analysis presented here are the intellectual property of Healthcare Rebel Alliance and are protected by trademark, copyright, and trade secret law. Reproduction, distribution, or derivative use without written permission is prohibited. © Healthcare Rebel Alliance. All rights reserved.

CONFIDENTIAL, PROPRIETARY, AND A TRADE SECRET ONLY TO BE USED FOR DEVELOPMENT PURPOSES

Build spec, not a deliverable. Statuses are illustrative. These are prudent-practice norms, not a statutory checklist.

[Dashboard](#) / [Accountability](#) / GOVERNANCE BEST PRACTICES



FRAME™ ACCOUNTABILITY · PROPRIETARY

Governance Best Practices

Prudent-fiduciary practices above the statutory floor, measured against ERISA's prudent-expert standard: the care a knowledgeable fiduciary would use, a higher bar than a reasonable person. These are practices HRA's methodology treats as prudent, not items ERISA strictly mandates, so where one is incomplete the flag is to discuss it with counsel.

Committee & process

Fiduciary committee charter, roles & delegations defined	DONE
Regular meeting cadence, agendas & minutes	DONE
Fiduciary training, current cycle	DUE SOON
Conflict-of-interest disclosures, annual refresh	DUE SOON
Decisions documented with rationale (prudence record)	DONE

Vendor oversight & fees

408(b)(2)(B) fee disclosures received & assessed	DONE
Fee-reasonableness determination documented broker & point-solution determinations outstanding	CHECK WITH COUNSEL
Independent PBM audit (rebate & spread)	CHECK WITH COUNSEL
Independent TPA / claims audit, work papers retained	DONE
RFP / market test on cycle see RFP & market-test tracking	CHECK WITH COUNSEL

AI & data governance

EBSA 2026 PRIORITY

The newest oversight frontier. Cybersecurity is now an EBSA enforcement priority, and a black-box AI tool the committee cannot explain may run against the duty of prudence. Connects to the AI-involved denial tracking in Real World Performance.

AI use by vendors identified & disclosed TPA has not confirmed AI involvement in denials	CHECK WITH COUNSEL
AI vendor audit for bias & reliability test for least-cost-option bias; not yet performed	CHECK WITH COUNSEL
Human review of AI-involved denials in contract	DONE
AI oversight added to committee charter & agenda	DONE
Cybersecurity program & vendor data-handling review DOL CA Release 2024-01 applies to all who touch plan data	CHECK WITH COUNSEL
Plan's right to access & receive its own claims data confirmed	DONE

Plan documents, coverage & protection

SPD current; SMM issued after amendments	DONE
Plan administered in accordance with its terms	DONE
MHPAEA comparative analysis on file & current NQTL analysis; vendor draft under review	CHECK WITH COUNSEL
ERISA fidelity bond in force (protects the plan)	DONE
Fiduciary liability insurance in force (protects fiduciaries) distinct from the bond; optional but prudent	DONE
Dependent eligibility audit last run 3 years ago; ineligible dependents are plan leakage	CHECK WITH COUNSEL

WHY BEST PRACTICE, NOT JUST STATUTE

A plan can file every required form on time and still fall short of prudent process if it never tested whether its vendors were honest, its AI tools unbiased, or its fees reasonable. These practices convert filed on time into acted with care. The fidelity bond is required and protects the plan; fiduciary liability insurance is optional and protects the fiduciaries, the two are distinct and both belong here. Most items are prudent norms rather than statutory mandates, so where one is incomplete the tool flags it for discussion with counsel; the committee and its attorney decide whether and how to act. Each completed item adds to the same prudence record the filings build.

Internal build specification. Statuses are illustrative. These are prudent-practice norms, not statutory requirements; HRA surfaces them for the committee to evaluate with counsel and does not render legal conclusions. EBSA named cybersecurity a fiscal-year 2026 enforcement priority; DOL Compliance Assistance Release 2024-01 extends cybersecurity guidance to all ERISA plans and any service provider that touches plan data. FRAME™ is a trademark of Healthcare Rebel Alliance, registered in the State of Wisconsin. Federal trademark registration is pending. © Healthcare Rebel Alliance. All rights reserved.

Rebel Alliance, registered
The FRAME methodology,
and the analysis presented
protected by trademark,
are used without written
permission.

DO NOT BE USED FOR

Build spec, not a deliverable. Items are illustrative. No entry is real plan data.

[Dashboard](#) / [Accountability](#) / OPEN ITEMS



FRAME™ ACCOUNTABILITY · PROPRIETARY

Open Items & Follow-Through

Findings from every dimension become tracked obligations here, each with its origin, an owner, a due date, and a closure state. The committee can also add its own items, on advice of counsel, so the record reflects this plan's specific legal guidance, not only the standard set.



Add an item to track

Committee or counsel-recommended; tracked like any finding

ACTION ITEMS · BY ORIGIN

Pursue PBM performance credit, \$220k RWP · owner: CFO · due Q3 · vendor reconciliation requested	IN PROGRESS
Obtain AI-involvement disclosure from TPA RWP · owner: benefits lead · vendor non-disclosure, escalate	CHECK W/ COUNSEL
Review MHPAEA NQTL analysis with ERISA counsel Counsel · owner: GC · added per counsel memo Apr 2026 · due Q3	IN PROGRESS
Commission independent PBM rebate audit Govern. · owner: committee · ahead of CAA 2026 audit right	CHECK W/ COUNSEL
Upload GLP-1 vendor performance data Metrics · owner: benefits lead · data not-disclosed, request	IN PROGRESS
File Q2 committee minutes Govern. · owner: secretary · also shown in cadence & decision record	CLOSED

OPEN

5

COUNSEL-ADDED

1

CLOSED THIS CYCLE

1

HOW ITEMS BEHAVE

An item closes only when its action is complete and the resulting decision is documented in the decision record; closing without a recorded decision drops it from view without adding to the prudence record. Counsel-added items are tracked exactly like system-generated findings, and carrying them to closure shows the committee acting on its own legal advice, which is engaged, plan-specific process. Items are one shared record, the Q2 minutes item also appears in governance cadence and the decision record, so a change in one place updates all of them.

Internal build specification. Items are illustrative. FRAME™ is a trademark of Healthcare Rebel Alliance, registered in the State of Wisconsin. Federal trademark registration is pending. © Healthcare Rebel Alliance. All rights reserved.

its dimension structure, agent architecture, gate logic, finding format, and the analysis presented here are the intellectual property of Healthcare Rebel Alliance and are protected by trademark, copyright, and trade secret law. Reproduction, distribution, or derivative use without written permission is prohibited. © Healthcare Rebel Alliance. All rights reserved.

CONFIDENTIAL, PROPRIETARY, AND A TRADE SECRET ONLY TO BE USED FOR DEVELOPMENT PURPOSES

Build spec, not a deliverable. Entries are illustrative. No item is real plan data.

Dashboard / Accountability / DECISION DOCUMENTATION



FRAME™ ACCOUNTABILITY · PROPRIETARY

Decision Documentation

The prudence record itself. ERISA judges the process, not the outcome, so a defensible decision is one that recorded what was considered, what alternatives were weighed, who decided, and on what basis. A good decision with no record is, to an investigator, indistinguishable from no decision at all. Each entry below is a material decision and whether its record is complete.

PBM renewal, 1-year extension

RECORD COMPLETE

Rationale recorded: renewal pending market test; alternatives: re-bid vs extend, both minuted; decided by: committee, Q1; evidence: minutes + analysis attached.

Stop-loss renewal & laser terms

RATIONALE PENDING

Decision made, but the rationale and the laser-term review are not yet written up. The decision exists; its record does not. Until the basis is documented, this decision cannot be defended on its process.

Pursue PBM performance credit

RECORD COMPLETE

Rationale recorded: RWP sized a \$220k credit from missed guarantees; decided by: committee authorized CFO to pursue; evidence: RWP finding + resolution attached. Origin finding traced to Real World Performance.

Add GLP-1 wellness vendor channel

EVIDENCE MISSING

Rationale recorded in minutes, but the supporting analysis the committee relied on is not attached to the record. A documented decision still needs its evidence attached to be complete.

WHAT A COMPLETE DECISION RECORD HOLDS

Four parts, all required: the rationale, the alternatives considered, who decided and when, and the evidence relied upon, attached. A decision missing any one is flagged, not because the decision was wrong, but because the record cannot yet carry it. This is the same evidence discipline as the filings screen: a checkbox without an artifact is a claim, not a record, and is treated closer to not-disclosed than to done.

Internal build specification. Entries are illustrative. FRAME™ is a trademark of Healthcare Rebel Alliance, registered in the State of Wisconsin. Federal trademark registration is pending. © Healthcare Rebel Alliance. All rights reserved.

Internal development guide. FRAME™ is a trademark of Healthcare Rebel Alliance, registered in the State of Wisconsin. Federal trademark registration is pending. The FRAME methodology, its dimension structure, agent architecture, gate logic, finding format, and the analysis presented here are the intellectual property of Healthcare Rebel Alliance and are protected by trademark, copyright, and trade secret law. Reproduction, distribution, or derivative use without written permission is prohibited. © Healthcare Rebel Alliance. All rights reserved.

CONFIDENTIAL, PROPRIETARY, AND A TRADE SECRET ONLY TO BE USED FOR DEVELOPMENT PURPOSES

Build spec, not a deliverable. Statuses are illustrative; deadlines reflect calendar-year self-insured plans and must be confirmed per plan year.

Dashboard / Accountability / REQUIRED FILINGS



FRAME™ ACCOUNTABILITY · PROPRIETARY

Required Filings & Reviews

Federal compliance calendar for a self-insured, calendar-year plan. Most filings are handled by a carrier, TPA, or PBM, so the tool does not assert a filing was missed. When a deadline has passed, the flag is to request written confirmation of submission from the vendor, because the sponsor stays liable and a vendor's word is not the same as proof.

ANNUAL FEDERAL FILINGS & ATTESTATIONS

RxDC prescription drug data CMS · delegated to PBM/TPA, sponsor liable	Jun 1	DONE, CONFIRMED
Form 5500 DOL EFAST2 · extendable to Oct 15 via Form 5558	Jul 31	DUE SOON
PCORI fee IRS Form 720	Jul 31	DUE SOON
Summary Annual Report (SAR) to participants · deadline passed last cycle, confirmation not on file	Sep 30	DEADLINE PASSED, REQUEST
Gag clause attestation (GCPCA) CMS · delegated to TPA, sponsor liable	Dec 31	DUE SOON
SBC to participants at enrollment & on material change	annual	DONE, CONFIRMED
408(b)(2) fee-disclosure review prudent-practice review; reasonableness determination not documented	cycle	CHECK WITH COUNSEL

■ DELEGATION DOES NOT TRANSFER LIABILITY

RxDC and the gag clause attestation are commonly submitted by the PBM, TPA, or carrier. A written delegation shifts the work, not the liability, so a delegated filing is not confirmed until the sponsor holds written proof of submission. Where a deadline has passed and that proof is not on file, the status is "deadline passed, request" rather than a claim that the filing was missed, since the sponsor often will not know until they ask. The action is to request confirmation, then attach it.

■ DONE MEANS DONE WITH EVIDENCE

A status of "done, confirmed" requires an attached artifact: the filed form, the confirmation receipt, the distributed notice. A checkbox with no document is a claim, not a record. The build distinguishes marked done from done with documentation, and the filing list is configurable by plan year because effective dates shift, including the CAA 2026 PBM disclosure obligations phasing in toward 2028 and 2029.

Internal build specification. Statuses are illustrative; deadlines reflect calendar-year self-insured plans (RxDC Jun 1, Form 5500/PCORI Jul 31, SAR Sep 30, GCPCA Dec 31) and must be confirmed per plan year. HRA surfaces status for the committee to act on with its vendors and counsel and does not assert a legal violation. FRAME™ is a trademark of Healthcare Rebel Alliance, registered in the State of Wisconsin. Federal trademark registration is pending. © Healthcare Rebel Alliance. All rights reserved.

Its dimension structure, agent architecture, gate logic, mailing format, and the analysis presented here are the intellectual property of Healthcare Rebel Alliance and are protected by trademark, copyright, and trade secret law. Reproduction, distribution, or derivative use without written permission is prohibited. © Healthcare Rebel Alliance. All rights reserved.

CONFIDENTIAL, PROPRIETARY, AND A TRADE SECRET ONLY TO BE USED FOR DEVELOPMENT PURPOSES

Internal development guide. FRAME™ is a trademark of Healthcare Rebel Alliance, registered in the State of Wisconsin. Federal trademark registration is pending. The FRAME methodology, its dimension structure, agent architecture, gate logic, finding format, and the analysis presented here are the intellectual property of Healthcare Rebel Alliance and are protected by trademark, copyright, and trade secret law. Reproduction, distribution, or derivative use without written permission is prohibited. © Healthcare Rebel Alliance. All rights reserved.

CONFIDENTIAL, PROPRIETARY, AND A TRADE SECRET ONLY TO BE USED FOR DEVELOPMENT PURPOSES

Build spec, not a deliverable. Values are illustrative; cited standards are real. No figure is real plan data.

Dashboard / METRICS



FRAME™ METRICS · PROPRIETARY

Measurement Layer

The single source for every observed value the plan tracks. Two things must be in hand before a metric can be judged, the contract that sets the target and the source that reports the actual, and every metric belongs to one of three tiers that determine what its standard is and what a miss means.

GATE 1 · CONTRACT

Defines metric & target. **PBM not on file.**

GATE 2 · SOURCE

Feed or report supplies actual. **PBM report missing.**

PBM has two distinct gaps, two Accountability findings: *contract not on file* and *report not received*. One cause, one item, never one per guarantee.

REGISTRY · BY METRIC TIER

regulatory floor

law sets minimum · breach = exposure

Watched in **RWP** (standard met?) and **Employee Focus** (member harm).

Prior-auth decision turnaround

72 hr urgent / 15 day pre-service · 29 CFR 2560.503-1

at risk

Appeal decision & external review timing

deemed-exhausted on breach · .503-1 / 45 CFR 147.136

met

contract-backed

contract sets target · miss = credit

Generic discount

target unverified · read by RWP, Financing

no contract

Rebate per brand script

target unverified · read by RWP, Financing

no contract

Network discount (TPA)

met · read by RWP (vs guarantee)

52% vs 50%

committee-watched

self-set target · miss = informational

Specialty drug trend

watched, no guarantee · may promote to contract-backed if found in contract

+14% vs <12%

TRACKED

42

REG FLOOR

8

CONTRACT

26

WATCHED

8

Add a metric to watch

Committee-defined, optional target, promotable to contract-backed

Year-end vendor scorecard

Final disposition per guarantee, met / not met / unknown

ONE VALUE, ONE SOURCE, MANY READERS

Each value is measured once and read everywhere. The tier sets the standard and the consequence: a regulatory floor exists in law and a breach is exposure; a contract target drives a credit; a watched target is informational. The strictest applicable standard governs when more than one applies. RWP reads these quarterly; the year-end scorecard stamps each final. Most originate here; a few are owned elsewhere and registered for visibility (PEPM in Financing).

□ Build spec, not a deliverable. Values are illustrative. No figure is real plan data.

□ Dashboard / Metrics / YEAR-END SCORECARD



FRAME™ METRICS · PROPRIETARY

Year-End Vendor Scorecard

The final disposition of each vendor guarantee for the plan year. RWP tracks these quarter by quarter as a trajectory; Metrics records the settled year-end verdict, met, not met, or unknown. Each guarantee is judged on its own, with the measured value shown against target so a near miss is visible without the verdict going soft. Unknown means the vendor did not supply the data, never that the guarantee passed.

PBM

2 met · 2 not met

Generic discount	84% vs 88%	NOT MET
Rebate per brand script	\$291 vs \$315	NOT MET
Specialty discount	18% vs 17%	MET
Claims-processing accuracy	99.4% vs 99%	MET

Two misses drive a performance credit sized in RWP and collected in Financing. Each metric stands alone, no blended "partially met."

GLP-1 wellness vendor

1 not met · 1 unknown

Avg weight reduction at 12 mo	12% vs 15%	NOT MET
Member adherence at 12 mo	not supplied	UNKNOWN

12% vs a 15% promise is not met, shown with the value so the near miss is visible. Adherence is unknown, the vendor did not supply it, which is its own finding, not a pass.

Medical TPA

2 met · 1 unknown

Network discount guarantee	52% vs 50%	MET
Claim turnaround time	4.1 vs 5 days	MET
Network adequacy / access standard	not supplied	UNKNOWN

WHAT A FINAL DISPOSITION TRIGGERS

- NOT MET** Sizes a performance credit in RWP, collected in Financing, and feeds the **Accountability** renewal decision and prudence record.
- UNKNOWN** Auto-creates an **Accountability** open item to obtain the data from the vendor. It is never treated as met, and it is recorded as a vendor disclosure gap.
- MET** Recorded in the prudence record as a satisfied guarantee, and carried into the renewal evaluation as a point in the vendor's favor.

QUARTERLY IN RWP, SETTLED HERE

RWP shows the in-flight trajectory: was the GLP-1 vendor trending toward 15% at Q1, Q2, Q3. Metrics records only the year-end disposition, the verdict that triggers credits, renewal, and the record. The same measured value lives in one place, RWP reads it quarterly as a trend; Metrics stamps it final at year end. The quarterly readings and the final disposition are not two numbers, they are the same measurement at different points in its life.

Build spec, not a deliverable. All figures and dates are illustrative. No item is real plan data.

Dashboard / ACCOUNTABILITY



FRAME™ ACCOUNTABILITY · PROPRIETARY

Fiduciary Calendar

ERISA is a law of **process, not results**. This dimension tracks whether the committee is doing what a prudent fiduciary must, and whether there is a documentation record to prove it. The record is what defends the committee if EBSA asks, so an overdue item here is not a number missed, it is a gap in the prudence record.

DONE

14

DUE SOON

5

OVERDUE

3

Governance cadence

Q2 committee meeting canceled, rescheduled May 28, minutes not yet uploaded	OVERDUE
Q1 minutes documented & approved	DONE
Quorum met at last 4 meetings	DONE

Decision documentation

the prudence record

PBM renewal decision, rationale recorded	DONE
Stop-loss renewal decision decided, rationale not yet documented	DUE SOON
Vendor-credit pursuit decision, rationale recorded	DONE

Required filings & reviews

Form 5500 filed	due Jul 31	DONE
SBC distributed to participants	annual	DONE
Summary Annual Report (SAR)	due soon	DUE SOON
408(b)(2) fee-disclosure review covered-service-provider disclosures not yet reviewed this cycle	overdue	OVERDUE

Open items & follow-through

Pursue PBM performance credit (\$220k) owner: CFO - from RWP vendor performance	OPEN
Request AI-involvement disclosure from TPA owner: benefits lead - from RWP appeals	OPEN
Upload GLP-1 vendor performance data owner: benefits lead - from Metrics	OPEN

ACCOUNTABILITY CLOSES THE LOOP ON THE OTHER DIMENSIONS

Open items originate as findings in other dimensions, a credit to pursue from RWP, data to obtain from Metrics, and become accountability obligations here: assigned an owner, tracked to closure, and documented. A finding without a recorded decision and a closed action is not yet part of the prudence record. Accountability is where the other four dimensions turn into a defensible paper trail.

Internal build specification. All items, dates, and statuses are illustrative placeholders and not real plan data. FRAME™ is a trademark of Healthcare Rebel Alliance, registered in the State of Wisconsin. Federal trademark registration is pending. © Healthcare Rebel Alliance. All rights reserved.

registered
methodology,
is presented
trademark,
written

OR

Build spec, not a deliverable. Values are illustrative. No figure is real plan data.

[Dashboard](#) / EMPLOYEE FOCUS



FRAME™ EMPLOYEE FOCUS · PROPRIETARY

How Do Participants Experience the Plan?

The question is about the participant; the answer is built only from what HRA can observe. HRA asserts **vendor failure, never member harm**, it can show a vendor missed an obligation it agreed to or that the law requires, but it does not claim to know any participant's experience or that a participant was harmed. Every item is anchored to a vendor obligation that was or was not met.

READ AS VENDOR PERFORMANCE · OWNED ELSEWHERE

Regulatory-floor performance

FROM METRICS

Where a vendor missed a member-facing legal standard, late prior-auth decisions, parity, surprise-billing rules. The finding is the vendor's failure to meet the standard, stated as such. HRA does not characterize what any participant experienced as a result.

Denials & appeals, participant-facing view

FROM RWP

The same denial and appeal counts RWP judges as performance, shown by their participant-facing dimensions, overturn rate, appeal burden, decision timeliness. These describe how the vendor's process performed, not a claim about participant harm.

REPORTED BY PARTICIPANTS, TO THE VENDOR

Vendor grievance & appeal logs

A distinct stream from the RWP claims data: grievances participants filed with the TPA, PBM, and carrier. Grievance volume and theme are a signal about vendor service performance, what participants told the vendor about the vendor, reviewed deidentified.

TPA grievances this period	23	theme: access delays
PBM grievances this period	31	theme: prior-auth friction
Carrier grievances this period	9	theme: billing

Themes reviewed deidentified. Re-identifying to investigate a specific grievance is a separate, authorized action, not part of the default view. A high grievance volume is a vendor-performance signal, not a finding about any participant.

FIDUCIARY PROMPT

Has a participant satisfaction survey been conducted this plan year? A committee that never asks its participants how the plan is working has a blind spot in its oversight. **No survey on file this year**, flagged as a prompt. HRA notes a survey's presence or absence; it does not interpret participant sentiment on the participants' behalf.

COMMITTEE-DEFINED WATCH ITEMS

Participant-facing things the committee chooses to watch, beyond what the methodology surfaces. Tracked like any item; each stays framed as vendor or plan performance, not a claim about participants.

PBM call-center wait times watching
committee-set · vendor service metric · no contractual target

In-network provider directory accuracy watching
committee-set · TPA performance · may promote to regulatory floor if access standard applies

Add a watch item

Committee-defined, framed as vendor/plan performance, never participant harm

ON THE DEVELOPMENT TIMELINE

Direct participant-report channel

ROADMAP

A capability for participants to submit experiences directly to HRA for deidentified committee review. Deferred for its own discussion, intake design, HIPAA handling, deidentification, the re-identification gate, and whether HRA should be a data controller for participant submissions, all warrant deliberate design before build.

Internal build specification. Values are illustrative and not real plan data. HRA asserts vendor failure to meet stated or legal obligations and never asserts harm to any participant; items are surfaced for the committee to act on with counsel. FRAME™ is a trademark of Healthcare Rebel Alliance, registered in the State of Wisconsin. Federal trademark registration is pending. © Healthcare Rebel Alliance. All rights reserved.

registered
ethodology,
is presented
trademark,
written

DR

FRAME™ Development Guide

Financing, Real World Performance, Accountability, Metrics, and Employee Focus, with shared rules

Status: Single source of truth for building all five FRAME dimensions, plus the cross-cutting rules that span them. Supersedes all earlier spec drafts. Every numeric value in the reference screens is illustrative and is not real plan data; placeholders exist to define structure, behavior, data model, and calculation rules. Visual styling is governed separately by the HRA brand kit.

Owner: Healthcare Rebel Alliance **Dimensions covered:** Financing (F), Real World Performance (RWP), Accountability (A), Metrics (M), Employee Focus (E) — the complete methodology. The companion value-provenance crosswalk and JSON Schema map every value across all five.

Part I — Cross-cutting rules

These apply to every dimension, every area, every metric. Stated once here; referenced throughout.

1. The dimension boundary: cost vs verdict

Financing reports what the plan costs. RWP judges how it performs. The line is load-bearing and must be enforced in the build.

- Financing presents spend, composition, and PEPM as **measured facts**: arithmetic on spend and enrollment. No benchmark, no risk-adjusted gap, no "should."

Internal development guide. FRAME™ is a trademark of Healthcare Rebel Alliance, registered in the State of Wisconsin. Federal trademark registration is pending. The FRAME methodology, its dimension structure, agent architecture, gate logic, finding format, and the analysis presented here are the intellectual property of Healthcare Rebel Alliance and are protected by trademark, copyright, and trade secret law. Reproduction, distribution, or derivative use without written permission is prohibited. © Healthcare Rebel Alliance. All rights reserved.

CONFIDENTIAL, PROPRIETARY, AND A TRADE SECRET ONLY TO BE USED FOR DEVELOPMENT PURPOSES

- RWP presents **judgments against expectation**: risk-adjusted actual-vs-expected, trend vs market, vendor vs guarantee, denial performance.

Reason: if Financing renders a verdict, the whole dimension becomes disputable by disputing the risk model. Keeping Financing to measured numbers makes the cost figures unimpeachable; the contestable judgment lives in RWP, labeled as judgment. Fact before verdict. The same contract (e.g. the high-PEPM HMO) appears in both: a flat cost in Financing, a risk-adjusted variance in RWP.

Metrics (M) is the measurement layer beneath both. Where a value is an observed operational metric (a guarantee actual, a processing-accuracy rate, a rebate per script), it lives in Metrics and is *read* by Financing and RWP rather than re-measured by them. Vendor performance is the clearest case (section 16): Metrics supplies the actual, RWP judges it against the guarantee, Financing receives any recovery. Build rule: a metric has one source of truth in Metrics; other dimensions bind to it, they do not re-derive it, or the values drift.

1a. Value provenance — every value traces to one originating domain

Generalizing the rule above: **every value has exactly one originating domain that owns its measurement. Any dimension that displays it reads it; it does not recalculate it.** A value shown in two places must be the *same* value from one source, never two independent calculations that happen to share a label, because independent calculations drift and a committee that catches the discrepancy discounts both.

Originating-domain assignments established so far:

- **Vendor guarantee actuals** (discount %, rebate per script, processing accuracy) → originate in **Metrics**; read by RWP (to judge vs guarantee) and Financing (to receive recovery).
- **Appeals and denials counts** (approvals, denials, denial reasons, appeal outcomes, overturns) → originate in **RWP plan performance**, but are **tied to Employee Focus**, because a denial is a member-experience event as much as a performance one. The

Internal development guide. FRAME™ is a trademark of Healthcare Rebel Alliance, registered in the State of Wisconsin. Federal trademark registration is pending. The FRAME methodology, its dimension structure, agent architecture, gate logic, finding format, and the analysis presented here are the intellectual property of Healthcare Rebel Alliance and are protected by trademark, copyright, and trade secret law. Reproduction, distribution, or derivative use without written permission is prohibited. © Healthcare Rebel Alliance. All rights reserved.

CONFIDENTIAL, PROPRIETARY, AND A TRADE SECRET ONLY TO BE USED FOR DEVELOPMENT PURPOSES

same counts serve both dimensions and must be one shared number, not computed independently in each.

A full **value-provenance crosswalk** (every value → originating domain → reading domains) is the next deliverable (see Part V). Until it exists, the rule stands: if a value already has an owner, bind to it; never introduce a second calculation.

2. Solidity tags (Financing findings)

Every Financing opportunity carries a tier, and the tag travels with the number everywhere, including exports:

- **Could pursue** — contractually grounded, hard figure. (Green.)
- **Worth asking about** — sized as a question, pending data, a range. (Amber.)

3. Data availability — three states, mandatory

A finding is only as good as the data behind it. **Every metric carries a data-status field** with one of three values:

- **Available** — data received; metric computed from it. (Green.)
- **Partial / inferred** — some data received; metric estimated and labeled as such. (Amber.)
- **Not disclosed** — requested and not provided by the vendor; **this is itself a finding**. (Crimson.)

Hard build rules:

1. **A blank must never render as a clean result.** An empty AI-involvement field is "the vendor has not told us," not "no AI was used," and never 0%.
2. **Not-disclosed propagates.** Any metric computed from a not-disclosed input is itself not-disclosed. The system must refuse to compute a rate that treats missing data as a negative response. A blank must be *louder* than a bad number, not quieter.

Internal development guide. FRAME™ is a trademark of Healthcare Rebel Alliance, registered in the State of Wisconsin. Federal trademark registration is pending. The FRAME methodology, its dimension structure, agent architecture, gate logic, finding format, and the analysis presented here are the intellectual property of Healthcare Rebel Alliance and are protected by trademark, copyright, and trade secret law. Reproduction, distribution, or derivative use without written permission is prohibited. © Healthcare Rebel Alliance. All rights reserved.

CONFIDENTIAL, PROPRIETARY, AND A TRADE SECRET ONLY TO BE USED FOR DEVELOPMENT PURPOSES

3. **Not-disclosed surfaces at the scorecard/landing level**, with the same prominence as a substantive flag, so the committee sees "the vendor is withholding this."

This is system-wide, not RWP-only. Financing instances: an off-PBM channel with no feed is "not disclosed," not "\$0"; a site-of-savings group with no claims feed is "not disclosed," not "\$0 opportunity."

4. Cross-feed aggregation is first-class

Spend and performance data hide across feeds. Totals must aggregate across PBM claims, medical claims, and wellness/benefits feeds. Two canonical traps:

- **J-code drugs** (medically administered) bill on the *medical* claim, not the PBM; a pharmacy-only review misses them.
- **GLP-1 wellness vendor** bills through the *benefits/wellness* feed, not the PBM; a pharmacy-only total understates spend.

5. Illustrative until proven

Every placeholder is labeled illustrative until real claim and contract detail replace it. The build-spec banner appears on every screen.

6. Navigation

Dashboard (5 dimensions)

- └─ Financing (landing → category details)
- └─ Real World Performance (scorecard → area details)

Breadcrumb on every screen below a dimension landing; every level is a working back target. Standard category/area detail pattern: header → composition/metric → findings merged inline beneath the line each concerns.

Internal development guide. FRAME™ is a trademark of Healthcare Rebel Alliance, registered in the State of Wisconsin. Federal trademark registration is pending. The FRAME methodology, its dimension structure, agent architecture, gate logic, finding format, and the analysis presented here are the intellectual property of Healthcare Rebel Alliance and are protected by trademark, copyright, and trade secret law. Reproduction, distribution, or derivative use without written permission is prohibited. © Healthcare Rebel Alliance. All rights reserved.

CONFIDENTIAL, PROPRIETARY, AND A TRADE SECRET ONLY TO BE USED FOR DEVELOPMENT PURPOSES

6b. Harmonization with established FRAME methodology (read before building)

This dashboard was specified independently of the prior FRAME engagement methodology (agent/gate architecture, the Vendor Promise Capture Register, the analytical conventions). They are **one system**. The companion [frame-value-provenance-crosswalk.md](#) section 5 carries the full vocabulary map and construct definitions; the load-bearing points the build must honor:

- **Two distinct gate systems, never conflated.** The Metrics *intake gates* (Intake Gate A contract / Intake Gate B source, section 27) are unrelated to the FRAME *compliance gates*: **Gate 1 Conflict**, **Gate 2 Reasonableness** (29 U.S.C. § 1108(b)(2)(B)(ii)(II), opaque calculation), **Gate 3 Prohibited Transaction** (ERISA § 406, affiliated/self-dealing party, strengthened post-*Cunningham v. Cornell University*, 145 S. Ct. 1284 (2025)). A value can fire compliance gates via its `gate_flags`; Gate 2 + Gate 3 is the common pair. This is how a Metrics commitment becomes simultaneously an Accountability finding.
- **Client-facing label layer (primary IP protection).** Internal architecture names never appear in client deliverables. Suffix convention: **Flag** = compliance, **Comparator / Channel** = opportunity, **Scorecard** = synthesis. A contract-backed metric surfaces as a **Performance Promise Flag**; compliance gates rename to **Reasonableness Risk / Prohibited Transaction Risk**. Schema field: `client_facing_label`.
- **Rebate ledger separation.** Rebate guarantees carry `ledger = REBATE`, forcing two verification questions: did the vendor hit the amount, AND is the realized rebate reaching the plan as a **plan asset** or being absorbed as a **fee offset**. Rebates are plan assets, not fee offsets.
- **Captured-Float Convention.** The Financing rebate-lag carrying cost (sections 6a, 9) uses the canonical **5% annual rate** on vendor-held dollars during contractual payment lags. Framing is load-bearing: float is **captured by the vendor, not earned by the plan**; 5% is **not a market rate of return**; float **scales with delay**. Two additive vehicles: discount-guarantee-recovery float and structural rebate float.
- **Verbatim + citation discipline.** Commitments and remedies captured verbatim (verification turns on exact words; verbatim-only remedy holds the UPL line). Only the engagement plan's own contract sources a finding against that plan; another plan's

Internal development guide. FRAME™ is a trademark of Healthcare Rebel Alliance, registered in the State of Wisconsin. Federal trademark registration is pending. The FRAME methodology, its dimension structure, agent architecture, gate logic, finding format, and the analysis presented here are the intellectual property of Healthcare Rebel Alliance and are protected by trademark, copyright, and trade secret law. Reproduction, distribution, or derivative use without written permission is prohibited. © Healthcare Rebel Alliance. All rights reserved.

CONFIDENTIAL, PROPRIETARY, AND A TRADE SECRET ONLY TO BE USED FOR DEVELOPMENT PURPOSES

contract may be cross-referenced only if it is a public-entity contract lawfully obtained through open records.

Part II — Financing

6a. Financing value provenance

Applying section 1a to this dimension: Financing **owns** the values that are pure arithmetic on spend and enrollment, and **reads** values that originate elsewhere. Owned vs read:

- **Owned by Financing** (originate here, no other domain measures them): spend by category and channel, total pharmacy spend, PEPM (spend ÷ membership), gross site-of-savings ranges and their roll-ups, rebate-lag carrying cost, net stop-loss cost. These are computed from the claims/enrollment/contract inputs Financing already holds.
- **Read by Financing** (originate elsewhere, displayed here): the **recovered vendor performance credit** — the guarantee actual originates in Metrics, the credit is sized in RWP (section 16), and only the **collected dollar** books in Financing. Financing does not compute the credit; it receives it. A recovered credit shown in Financing must bind to the RWP-sized figure, not re-derive it.

Everything in sections 7–12 below is Financing-owned unless explicitly tagged as read.

7. Landing screen

Order, top to bottom (composition leads, as the neutral fact the rest interprets):

1. **Where the money is going** — stacked composition bar + one card per category (the headline).
2. **What this tells you** — short interpretation: aggregate performance state, then the composition concern.

Internal development guide. FRAME™ is a trademark of Healthcare Rebel Alliance, registered in the State of Wisconsin. Federal trademark registration is pending. The FRAME methodology, its dimension structure, agent architecture, gate logic, finding format, and the analysis presented here are the intellectual property of Healthcare Rebel Alliance and are protected by trademark, copyright, and trade secret law. Reproduction, distribution, or derivative use without written permission is prohibited. © Healthcare Rebel Alliance. All rights reserved.

CONFIDENTIAL, PROPRIETARY, AND A TRADE SECRET ONLY TO BE USED FOR DEVELOPMENT PURPOSES

3. **Ranked opportunities** — prioritized findings across categories, each with a solidity tag.

OPEN DECISION 1 — ranking rule. Reference ranks by expected value (size weighted against solidity), which can place a large "worth asking about" above a smaller "could pursue." Conservative alternative: all "could pursue" above all "worth asking about" regardless of size. Build the sort configurable; methodology owner selects.

Four categories: PBM Spend, TPA Spend, Stop Loss, Admin Fees.

8. Category detail pattern

Header (total + share) → composition breakdown → **flags merged inline** beneath the breakdown line each concerns. Flag types: contract (crimson, hard figure), opportunity (amber, range, "worth asking about"), none (neutral/green, a clean category is a labeled finding). A flag may carry **no dollar** when it is a term to confirm (see Stop Loss).

9. PBM Spend — total pharmacy layer

Top layer aggregates all pharmacy channels:

Total pharmacy spend
├── PBM channel (PBM claims feed)
└── Off-PBM channels (other feeds; DISPLAY ONLY)

9.1 PBM channel

Breakdown: drug spend (paid), admin & dispensing, rebates owed. Drug-class view (specialty, GLP-1, brand, generic) below.

Inline flags:

Internal development guide. FRAME™ is a trademark of Healthcare Rebel Alliance, registered in the State of Wisconsin. Federal trademark registration is pending. The FRAME methodology, its dimension structure, agent architecture, gate logic, finding format, and the analysis presented here are the intellectual property of Healthcare Rebel Alliance and are protected by trademark, copyright, and trade secret law. Reproduction, distribution, or derivative use without written permission is prohibited. © Healthcare Rebel Alliance. All rights reserved.

CONFIDENTIAL, PROPRIETARY, AND A TRADE SECRET ONLY TO BE USED FOR DEVELOPMENT PURPOSES

- **Rebate remittance lag** (contract). Carrying cost = $\text{owed} \times \text{float_rate} \times (\text{lag_days} \div 365)$, where **float_rate** is the FRAME **Captured-Float Convention: 5% annual** (section 6b). This is **float captured by the vendor, not earned by the plan** — not a market rate of return; it **scales with delay**. Avoidable excess = cost at actual lag – cost at 90-day ceiling. Rebate values carry **ledger = REBATE** (section 6b): verification asks both whether the guaranteed amount was hit and whether the realized rebate reaches the plan as a plan asset rather than a fee offset. **2026 CAA note** (rebate-line drill-down): quarterly remittance, no later than 90 days after quarter close; 100% pass-through of rebates, fees, alternative discounts, and other remuneration, retaining only bona fide service fees; effective for contracts entered into or renewed on or after **August 3, 2028**, not affecting existing contracts. The 90-day figure is the renewal-state ceiling, not a present obligation; frame avoidable excess accordingly.
- **GLP-1 site-of-care steering** (opportunity, on drug-class view). Range, "worth asking about."

9.1a Rebate reasonableness — the cost of following rebates (committee-set)

A distinct analysis from the rebate-lag flag (9.1), answering a reasonableness question rather than a carrying-cost one: **how much does the plan lose by accepting a rebate-based deal instead of a direct point-of-sale discount?** A rebate deal lets the vendor hold the plan's money through the remittance lag and capture the float on it; a direct discount has no lag and no float to capture. The estimate is the vendor-captured float under the rebate structure that would not exist under direct discounting.

- **Committee-and-counsel set three inputs:** the **float_rate** (default 5%, the FRAME Captured-Float Convention; override requires recorded rationale and the framing is preserved — always vendor-captured float, never a market return), the **direct-discount baseline** (what point-of-sale could have delivered — a committee/counsel judgment because it is not always observable), and the **lag scenarios** (low/mid/high days).
- **The tool computes** $\text{float_loss} = \text{rebate_dollars_at_risk} \times \text{float_rate} \times (\text{lag_days} \div 365)$ per scenario, rendered as a **range, never a point claim**. Rebate dollars at risk come from the rebate ledger (**ledger = REBATE**).

Internal development guide. FRAME™ is a trademark of Healthcare Rebel Alliance, registered in the State of Wisconsin. Federal trademark registration is pending. The FRAME methodology, its dimension structure, agent architecture, gate logic, finding format, and the analysis presented here are the intellectual property of Healthcare Rebel Alliance and are protected by trademark, copyright, and trade secret law. Reproduction, distribution, or derivative use without written permission is prohibited. © Healthcare Rebel Alliance. All rights reserved.

CONFIDENTIAL, PROPRIETARY, AND A TRADE SECRET ONLY TO BE USED FOR DEVELOPMENT PURPOSES

- **Ties to Gate 2 Reasonableness** (section 6b; 29 U.S.C. § 1108(b)(2)(B)(ii)(II)): the reasonableness question is whether the committee understands what the rebate structure costs relative to the alternative. Paired with a stale-PBM market-test flag, it strengthens the renewal/RFP case.
- **Hard constraint (purpose = DECISION_SUPPORT_NOT_AMOUNT_OWED)**: this is a structural-cost estimate for renewal, **never an assertion that the vendor owes the float back**. The plan chose or is in the rebate structure; HRA sizes its cost so the committee can decide with counsel whether to pursue direct-discount terms. Same lane as the verbatim-remedy rule (section 27): estimate the cost, never demand the recovery.

9.2 Off-PBM channels — DISPLAY ONLY

Channels the plan supports outside the PBM (cost-plus pharmacy, GLP-1 manufacturer cash cards, GLP-1 wellness vendor).

Critical constraint: completeness layer, display only. Do NOT compare off-PBM cost to PBM net cost. Do NOT build a rebate-offset or lost-rebate calculation. Do NOT flag or attach recovery/steering math. The plan has already chosen these channels and that decision is sound; pushing toward rebate capture reintroduces the time-value problem the plan correctly avoided. The job is visibility into the total, nothing more. The GLP-1 wellness vendor must be sourced from the wellness/benefits feed (section 4).

10. TPA Spend — multi-contract funnel

A large group runs several TPA contracts at once (union ASA, non-union PPO/HMO, metal tiers, carve-outs). The screen is a funnel: combined total on top, one card per contract, each drilling into its own detail. Flattening to one contract is wrong; opportunity is a function of plan design.

10.1 Data model (each level sums the one below; parents never hand-entered)

Funnel (TPA Spend)

└─ Contract (1..n)

└─ Site group (1..4)

Internal development guide. FRAME™ is a trademark of Healthcare Rebel Alliance, registered in the State of Wisconsin. Federal trademark registration is pending. The FRAME methodology, its dimension structure, agent architecture, gate logic, finding format, and the analysis presented here are the intellectual property of Healthcare Rebel Alliance and are protected by trademark, copyright, and trade secret law. Reproduction, distribution, or derivative use without written permission is prohibited. © Healthcare Rebel Alliance. All rights reserved.

CONFIDENTIAL, PROPRIETARY, AND A TRADE SECRET ONLY TO BE USED FOR DEVELOPMENT PURPOSES

Funnel: combined spend (Σ contract spend), blended PEPM (combined spend \div combined membership — cost only), gross site savings (Σ contract), stop-loss offset (Σ contract), net after stop loss (gross – offset), contract count.

Contract inputs: name, type, funding (self-funded / fully insured), metal tier, network model, membership, spend, specific deductible, aggregate corridor, site steering weight (0..1).

Contract derived: PEPM (spend \div membership, cost only — no benchmark/risk adjustment in Financing), gross site savings (Σ site groups), stop-loss offset (section 10.4).

Site group inputs: name (enum), current-site spend (claims by place of service), alternate site, price gap factor range, steerable share. **Derived:** gross savings = **current-site spend** \times **steerable share** \times **price gap** \times **(1 - site steering weight)**.

10.2 Site of Savings — four first-release groups

Presented as a Site of Savings Opportunity (same service, lower-cost setting). Each shows its alternate site + a "worth asking about" range. As spend in a group grows, the steering opportunity grows; the row already names the destination.

1. Imaging — hospital outpatient \rightarrow freestanding center
2. Lab — hospital draw \rightarrow independent reference lab
3. Outpatient surgery — hospital outpatient dept \rightarrow ambulatory surgery center
4. **J code drugs** — hospital infusion \rightarrow home/office; **source from medical claims by HCPCS J code + place of service** (section 4), not pharmacy.

The list grows by adding rows, not schema changes.

10.3 PEPM in Financing is cost-only

PEPM appears per contract and blended, computed as spend \div membership. **No benchmark, no risk adjustment, no flag** — that is RWP (section 1). PEPM is **Financing-owned** (section 6a): it originates here as the measured cost, and RWP *reads* it to build the risk-adjusted expected-vs-actual judgment (section 14). RWP does not recompute PEPM; it binds to the Financing value and judges it. The HMO's high PEPM is reported here as a fact and judged in RWP expected-vs-actual.

Internal development guide. FRAME™ is a trademark of Healthcare Rebel Alliance, registered in the State of Wisconsin. Federal trademark registration is pending. The FRAME methodology, its dimension structure, agent architecture, gate logic, finding format, and the analysis presented here are the intellectual property of Healthcare Rebel Alliance and are protected by trademark, copyright, and trade secret law. Reproduction, distribution, or derivative use without written permission is prohibited. © Healthcare Rebel Alliance. All rights reserved.

CONFIDENTIAL, PROPRIETARY, AND A TRADE SECRET ONLY TO BE USED FOR DEVELOPMENT PURPOSES

10.4 Stop-loss interaction (the real math, per-contract)

Site savings reduce paid claims, moving the plan against its attachment, so gross overstates what the plan keeps. A steered claim below the specific deductible: full saving to plan. A steered claim that would have pierced it: partly offset (carrier would have covered the excess regardless of site). The offset is **per-contract** (each has its own specific deductible + aggregate corridor); not a global haircut. Build: take steered claims → test against specific deductible → count only the sub-deductible portion toward net, remainder is offset → apply aggregate corridor as a contract-level secondary test. **Until specific deductible and aggregate corridor are loaded per contract, net-after-stop-loss is invalid and must be labeled illustrative.**

OPEN DECISION 2 — site steering weight. Currently analyst-set (0..1). Methodology owner to decide if it stays manual (faster) or is derived from observed place-of-service distribution (more defensible, required for a real deliverable). Build to support either without restructuring.

10.5 Display rule

A contract whose savings are negligible because its network already steers (high steering weight, gatekeeper HMO) is neutral on the savings axis, not an opportunity. Do not flag every contract identically.

11. Stop Loss

Composition: specific premium, aggregate premium, reimbursements received (credit), net cost. Inline flag — **laser terms unconfirmed** (opportunity, on premium line). **Carries no dollar:** a term to confirm (no-new-laser, rate cap), sized only if a laser is found, at which point shifted catastrophic risk becomes the exposure. The pattern must render a flag whose value is a question; do not force a dollar field.

12. Admin Fees — the clean-category finding

Composition by recipient. When fees are flat, disclosed, fair-market — line-item dollars, not through paid claims, not varying with price/volume, not a percent of spend — the category

Internal development guide. FRAME™ is a trademark of Healthcare Rebel Alliance, registered in the State of Wisconsin. Federal trademark registration is pending. The FRAME methodology, its dimension structure, agent architecture, gate logic, finding format, and the analysis presented here are the intellectual property of Healthcare Rebel Alliance and are protected by trademark, copyright, and trade secret law. Reproduction, distribution, or derivative use without written permission is prohibited. © Healthcare Rebel Alliance. All rights reserved.

CONFIDENTIAL, PROPRIETARY, AND A TRADE SECRET ONLY TO BE USED FOR DEVELOPMENT PURPOSES

carries **no flag**, rendered as a finding (green check, "reviewed and clean"), not an empty panel. A clean category tells the committee where the record already supports prudence. Do not manufacture a flag; do not leave the clean state unlabeled (which reads as "not reviewed").

Part III — Real World Performance

13. Scorecard

RWP opens as a scorecard: each area graded with a status (on track / watch / off track / not yet built), the live areas drillable. Order is by area, not priority. Six areas:

1. Actual vs expected spend (section 14)
2. Trend vs benchmark (section 15)
3. Vendor performance vs guarantees (section 16)
4. 340B capture (section 17)
5. Approvals, denials & appeals (section 18)
6. Clinical & utilization outcomes — **roadmap, not yet built** (section 19)

A mixed area shows two-color sub-lines (one finding green, one crimson) and grades to the worse status; do not average a real problem into a clean headline.

14. Actual vs expected spend

The risk-adjusted judgment moved out of Financing. Actual spend vs **risk-adjusted expected** (computed from HIPAA claims, so the comparison is level). Headline variance, then variance attributed by contract, then driver decomposition. The HMO carries effectively all plan-level variance (+3.0%) and is shown high even after adjusting for who it covers — the verdict on the contract Financing reports at the highest PEPM. Driver decomposition (inpatient utilization, specialty Rx) is preliminary; the clinical "why" hands off to the roadmap clinical/utilization area. Data status: available (risk scores from claims in hand).

Internal development guide. FRAME™ is a trademark of Healthcare Rebel Alliance, registered in the State of Wisconsin. Federal trademark registration is pending. The FRAME methodology, its dimension structure, agent architecture, gate logic, finding format, and the analysis presented here are the intellectual property of Healthcare Rebel Alliance and are protected by trademark, copyright, and trade secret law. Reproduction, distribution, or derivative use without written permission is prohibited. © Healthcare Rebel Alliance. All rights reserved.

CONFIDENTIAL, PROPRIETARY, AND A TRADE SECRET ONLY TO BE USED FOR DEVELOPMENT PURPOSES

15. Trend vs benchmark

Trend is computed on incurred date, not paid date. Prior-year claims paid this period (run-out, late submissions, retro adjustments) are isolated as their own line, because counting them on a paid basis inflates the current period. Show: clean current-year incurred trend vs market benchmark; and the isolated prior-year run-out with what the paid-basis trend would have falsely shown. NSA arbitration is **not** part of trend (it routes elsewhere — section 16 / Financing). Reference illustration: clean +5.8% (below ~8% market) where paid basis would have falsely read +8.4%.

16. Vendor performance vs guarantees — and NSA routing

Tests contracted guarantees (discount %, rebate-\$ floor, service levels) against actual, and tests **network adequacy**.

Three-way data flow — vendor performance pulls from Metrics, not just hands off to Financing. The guarantee actuals (generic discount achieved, rebate per script, processing accuracy, etc.) *are* metrics: they are measured values that live in the **Metrics** dimension (M). Vendor performance **reads those actuals from Metrics** and judges them against the contracted thresholds. It does not re-measure them. The flow:

1. **Metrics (M)** supplies the measured actual for each guaranteed term (the value as observed in claims/operations).
2. **RWP** reads that actual, compares it to the contracted guarantee, marks met/missed, and for a miss **sizes the performance credit** owed.
3. **Financing (F)** receives the **recovered dollar** once the credit is collected (section 1 hand-off).

So a guarantee line has three touchpoints by dimension: the number comes from Metrics, the verdict is rendered in RWP, the recovery books in Financing. **Build implication:** do not duplicate the actual measurement inside RWP. RWP's guarantee table binds to the Metrics value as its source; if the Metrics value changes, the met/missed verdict and the credit

Internal development guide. FRAME™ is a trademark of Healthcare Rebel Alliance, registered in the State of Wisconsin. Federal trademark registration is pending. The FRAME methodology, its dimension structure, agent architecture, gate logic, finding format, and the analysis presented here are the intellectual property of Healthcare Rebel Alliance and are protected by trademark, copyright, and trade secret law. Reproduction, distribution, or derivative use without written permission is prohibited. © Healthcare Rebel Alliance. All rights reserved.

CONFIDENTIAL, PROPRIETARY, AND A TRADE SECRET ONLY TO BE USED FOR DEVELOPMENT PURPOSES

recompute. A developer who re-derives the actual independently inside RWP creates two sources of truth that will drift.

Performance credit (derived in RWP, status partial/inferred). Credit = shortfall × spend-at-risk per missed guarantee (e.g. generic-discount points missed × generic spend; rebate-floor shortfall per script × brand scripts). The credit is an **RWP estimate pending the vendor's own reconciliation**, which the contract entitles the plan to request, so it carries data-status partial/inferred (section 3), not available. If the vendor declines to reconcile, that non-disclosure is itself the next finding. The recovered dollar only books in Financing once collected, not when sized.

A guarantee table must show **met guarantees alongside missed ones** (a table of only failures reads as cherry-picked), the same logic as the clean-category finding (section 12).

NSA arbitration routes by contract — it has no single home:

- **Contract with no OON coverage** (gatekeeper HMO): an OON claim reaching NSA IDR is a **network-adequacy failure** → scores here, under vendor performance.
- **Contract with OON coverage:** the plan deliberately bought OON access, so the question is whether that coverage delivers value → an **independent Financing-watched metric (likely roadmap)**, value measurement not yet settled), with arbitration outcomes as the RWP read on it.

Build implication: NSA is one event feed, routed at the contract level by the OON-coverage attribute. Do NOT model it as a single metric with one owner; a developer hardcoding it to one place breaks the routing. NSA IDR detail (where tracked): case count, won/lost/settled, total awarded vs **QPA**, and arbitrated OON cost vs **contracted in-network rate** for the same service — keep QPA and contracted-rate as **distinct baselines**, do not let one stand in for the other.

17. 340B capture (PBM) — identification gates capture

A two-step PBM performance test. **Capture is gated on identification:** you cannot ask who kept the value on a claim until it is correctly identified as 340B-eligible and confirmed not double-counted against a manufacturer rebate.

Internal development guide. FRAME™ is a trademark of Healthcare Rebel Alliance, registered in the State of Wisconsin. Federal trademark registration is pending. The FRAME methodology, its dimension structure, agent architecture, gate logic, finding format, and the analysis presented here are the intellectual property of Healthcare Rebel Alliance and are protected by trademark, copyright, and trade secret law. Reproduction, distribution, or derivative use without written permission is prohibited. © Healthcare Rebel Alliance. All rights reserved.

CONFIDENTIAL, PROPRIETARY, AND A TRADE SECRET ONLY TO BE USED FOR DEVELOPMENT PURPOSES

- **Step 1 — identification accuracy:** eligible-but-unflagged (under-identification) and double-dipped (340B + rebate on the same claim).
- **Step 2 — capture:** of value on the **confirmed-identified set** (not the PBM's flagged count), how much is retained by plan vs PBM/contract pharmacy vs unattributed. Unattributed is itself a transparency finding.

Build implication: capture is computed on the confirmed-identified denominator, not the PBM's flagged count, and under-identified claims sit outside it (so true value at stake is larger). If built as two independent metrics rather than a gate, capture computes on a wrong denominator.

18. Approvals, denials & appeals

18.1 Denials by reason — the mix is the finding

Three reasons are not equal: **documentation** (process gap, actionable via provider education/workflow, not a coverage decision), **not medically necessary** (clinical-criteria question, previews the clinical/utilization roadmap area), **not covered** (plan design working as intended). Separating process / clinical / design is what makes a denial rate a finding. Overturn rate is tracked as its own metric — **suggestive of, but not proof of, wrong denials** (could reflect strict criteria or appeal selection bias); do not hardcode it as evidence.

18.2 Appeals — financial impact, two components

- **Process cost:** admin + clinical review per appeal, regardless of outcome.
- **Claim cost of overturns:** reversed denials now paid.

Frame overturns through **both lenses** (same dollar, interpretation depends on why denied): Lens A process-failure cost (care owed anyway → avoidable rework + delayed care); Lens B system working (denials caught questionable claims, appeals corrected close calls). The denial-reason mix tips the read.

18.3 AI involvement & reviewer adequacy

Internal development guide. FRAME™ is a trademark of Healthcare Rebel Alliance, registered in the State of Wisconsin. Federal trademark registration is pending. The FRAME methodology, its dimension structure, agent architecture, gate logic, finding format, and the analysis presented here are the intellectual property of Healthcare Rebel Alliance and are protected by trademark, copyright, and trade secret law. Reproduction, distribution, or derivative use without written permission is prohibited. © Healthcare Rebel Alliance. All rights reserved.

CONFIDENTIAL, PROPRIETARY, AND A TRADE SECRET ONLY TO BE USED FOR DEVELOPMENT PURPOSES

- Track whether **AI was involved** in the original denial, and the **AI-involved overturn rate vs human-only**. An AI denial reversed on appeal is a stronger signal than a human one (suggests the automated decision was wrong). **Track AI-overturn rate within each denial reason, not just aggregate** — else a vendor argues AI just handles easy-to-overturn cases (selection confound).
- **Reviewer adequacy is partly inferred and must be marked as such**. Whether a clinician was on first review is **measurable** from the decision record. Whether that clinician was **specialty-matched** is only **inferred** from claims (state the inference method — provider taxonomy + condition-to-specialty mapping — so it is reproducible, not a black box). Do not assert what the data only suggests. Low specialty-match + high AI-overturn is the combination warranting pressing the vendor.
- **AI involvement is a prime not-disclosed candidate** (section 3): if the vendor does not disclose, the field reads not-disclosed, never 0%, and the AI-overturn analysis computes only where involvement was disclosed.

19. Clinical & utilization outcomes — roadmap

On the roadmap; **measurement model not yet defined**. Shown on the scorecard, dimmed, marked "not yet built," so the dimension's full shape is visible without overstating what exists. Approvals/denials (especially the "not medically necessary" reason and the expected-vs-actual driver decomposition) is the live leading indicator upstream of it. A roadmap card has a shelf life: it eventually gets its measurement model or comes off the scorecard.

Part IV — Accountability

The ERISA process dimension. Where Financing measures cost and RWP judges performance, Accountability tracks whether the committee is doing what a prudent fiduciary must and whether a documentation record proves it. Framing principle, stated on every screen: **ERISA is a law of process, not results**. An incomplete item is a gap in the prudence record, not a number missed. This dimension is what defends the committee if EBSA asks.

Internal development guide. FRAME™ is a trademark of Healthcare Rebel Alliance, registered in the State of Wisconsin. Federal trademark registration is pending. The FRAME methodology, its dimension structure, agent architecture, gate logic, finding format, and the analysis presented here are the intellectual property of Healthcare Rebel Alliance and are protected by trademark, copyright, and trade secret law. Reproduction, distribution, or derivative use without written permission is prohibited. © Healthcare Rebel Alliance. All rights reserved.

CONFIDENTIAL, PROPRIETARY, AND A TRADE SECRET ONLY TO BE USED FOR DEVELOPMENT PURPOSES

20. Flag vocabulary — controlled, and HRA's lane

Accountability uses a **controlled status vocabulary**, implemented once as an enum, not hardcoded per screen:

- **done / done, confirmed** — complete; statutory and delegated items require an attached evidence artifact to qualify (section 24).
- **due soon** — approaching its date.
- **check with counsel** — a prudent-practice item is incomplete. **Never "overdue."** Whether a prudent-practice gap is a fiduciary problem is a legal determination, and HRA is a fee-only process consultant, not the plan's lawyer. The tool surfaces the fact; counsel renders the verdict.
- **deadline passed, request** — a statutory filing's date has passed without confirmation on file. Used **instead of "overdue"** because these filings are usually vendor-submitted and the sponsor often will not know status until they ask. The action is to request written confirmation, then attach it.
- **not disclosed** — (cross-cutting, section 3) requested data not provided; propagates.

Build rule — allowed-by-type mapping. Prudent-practice items may take "check with counsel" but never "deadline passed, request"; statutory filings take the reverse. Nothing in Accountability ever renders "overdue." This is a liability posture, not a style choice: a process consultant asserting a legal breach exceeds scope and creates exposure.

21. Landing — fiduciary calendar

Opens as a calendar/checklist with a done / due-soon / status summary, the ERISA-process framing panel, then the four areas as status groups (sections 22a–22d), and closes with the cross-dimension note (section 23). Configurable per plan year: deadlines shift for non-calendar plans, and CAA 2026 obligations phase in toward 2028/2029.

22. The four areas

22a. Governance cadence

Internal development guide. FRAME™ is a trademark of Healthcare Rebel Alliance, registered in the State of Wisconsin. Federal trademark registration is pending. The FRAME methodology, its dimension structure, agent architecture, gate logic, finding format, and the analysis presented here are the intellectual property of Healthcare Rebel Alliance and are protected by trademark, copyright, and trade secret law. Reproduction, distribution, or derivative use without written permission is prohibited. © Healthcare Rebel Alliance. All rights reserved.

CONFIDENTIAL, PROPRIETARY, AND A TRADE SECRET ONLY TO BE USED FOR DEVELOPMENT PURPOSES

Meeting log against the plan's cadence (held / rescheduled / scheduled), quorum, attendance, minutes-on-file, plus standing items (charter review, agenda covers all five FRAME dimensions, annual committee self-assessment). A rescheduled meeting with unfiled minutes is a "gap to document," flagged so it does not silently become a missing quarter. Cadence is a configurable prudent-practice norm.

22b. Decision documentation — the prudence record

Each material decision and whether its record is complete. **A complete decision record holds four parts, all required:** (1) rationale, (2) alternatives considered, (3) who decided and when, (4) evidence relied upon, attached. A decision missing any part is flagged — not because the decision was wrong, but because the record cannot carry it. A good decision with no record is, to an investigator, indistinguishable from no decision. Same evidence discipline as section 24. Decisions carry an **origin tag** when they act on another dimension's finding (e.g. the \$220k credit traces to RWP).

22c. Required filings & reviews

Federal compliance calendar for the plan year. Calendar-year self-insured reference set: **RxDC** (Jun 1, CMS, usually PBM/TPA-submitted), **Form 5500** (Jul 31, DOL EFAST2, extendable to Oct 15 via Form 5558), **PCORI** (Jul 31, IRS Form 720), **SAR** (Sep 30, to participants; +2 months if 5500 extended), **gag clause attestation / GCPCA** (Dec 31, CMS), **SBC** (annual + on material change), **408(b)(2) fee-disclosure review** (cycle; prudent-practice, so "check with counsel" not "deadline passed"). Dates are **per-plan-year lookups**, not fixed (non-calendar plans shift; RxDC can move on weekends; confirm current-year instructions).

Delegation does not transfer liability. RxDC and GCPCA are commonly vendor-submitted, but for a self-insured plan the sponsor stays legally responsible. A delegated filing is not "done, confirmed" until the sponsor holds written proof of submission; until then, a passed date reads "deadline passed, request."

22d. Open items & follow-through — the loop-closer

Findings from every dimension become tracked obligations here: each item carries an **origin-dimension tag** (Financing / RWP / Metrics / Governance), an owner, a due date, and a

Internal development guide. FRAME™ is a trademark of Healthcare Rebel Alliance, registered in the State of Wisconsin. Federal trademark registration is pending. The FRAME methodology, its dimension structure, agent architecture, gate logic, finding format, and the analysis presented here are the intellectual property of Healthcare Rebel Alliance and are protected by trademark, copyright, and trade secret law. Reproduction, distribution, or derivative use without written permission is prohibited. © Healthcare Rebel Alliance. All rights reserved.

CONFIDENTIAL, PROPRIETARY, AND A TRADE SECRET ONLY TO BE USED FOR DEVELOPMENT PURPOSES

closure state (open / in progress / check with counsel / closed). Aging is tracked (items > 1 quarter flagged). **An item closes only when its action is complete and the resulting decision is documented** in 22b; closing without a recorded decision drops it from view without adding to the prudence record — the worst outcome. Closed items strengthen their origin dimension (a pursued credit books back to Financing).

23. Accountability is where the other dimensions close their loop

Accountability mostly does not originate findings; it **reads** findings from Financing, RWP, and Metrics and **wraps each in an owned obligation** — owner, status, due date, documented decision. The finding's value still belongs to its origin dimension (provenance, section 1a); the **obligation around it is Accountability-owned**. Provenance pattern for the crosswalk: *origin dimension produces the finding → Accountability produces the accountability record (the action item + its closure + the documented decision)*. The crosswalk needs a "becomes an obligation in Accountability" column alongside "read by."

23a. Internal consistency — one object, multiple views (build-critical)

Accountability's own areas overlap, and the build must treat the shared thing as **one object surfaced through multiple views, not the same item re-entered per area**, or it reproduces exactly the drift the provenance rule (section 1a) exists to prevent. The shared object is a **committee action**: an owner, a due date, a status (controlled vocabulary, section 20), an origin, and a documented outcome.

Worked example — "file Q2 committee minutes" is a single committee-action record that appears in three views: in **governance cadence** (22a) as a minutes-on-file gap, in **open items** (22d) as a tracked action with an owner, and in **decision documentation** (22b) once the meeting's decisions are recorded against it. Editing the record in one view updates all three. The same holds for the 408(b)(2) review, which appears in **required filings** (22c) as a cycle item and in **governance best practices** (25) as a fee-reasonableness-determination item: one record, two views.

Internal development guide. FRAME™ is a trademark of Healthcare Rebel Alliance, registered in the State of Wisconsin. Federal trademark registration is pending. The FRAME methodology, its dimension structure, agent architecture, gate logic, finding format, and the analysis presented here are the intellectual property of Healthcare Rebel Alliance and are protected by trademark, copyright, and trade secret law. Reproduction, distribution, or derivative use without written permission is prohibited. © Healthcare Rebel Alliance. All rights reserved.

CONFIDENTIAL, PROPRIETARY, AND A TRADE SECRET ONLY TO BE USED FOR DEVELOPMENT PURPOSES

Build rule: model a single `committee_action` entity keyed once; areas are filtered/projected views over it. Never let an area hold its own private copy. A status change, an attached artifact, or a closure must write to the one record so every view reflects it. This is the same single-source-of-truth discipline as section 1a, applied **within** Accountability rather than across dimensions.

23b. Counsel-recommended items — the "other" capability

The tracked set must not be limited to what the methodology anticipated. The committee can **add its own items, typically on advice of counsel**, and these are first-class `committee_action` records like any other: owner, due date, status, evidence, closure. Each carries an **origin tag of "counsel" (or "committee")** so the record shows the item came from the plan's own legal advice rather than the standard set.

This matters for defensibility as much as completeness: a committee acting on specific legal guidance and tracking it to closure is demonstrating engaged, plan-specific process — stronger evidence of prudence than a generic checklist alone. Build requirements: free-text item description; optional reference to the advice (memo date, source); the same controlled status vocabulary and evidence discipline (section 24) as system-generated items; and inclusion in the open-items aging, closure counts, and the prudence record. A counsel-added item closes the same way any item does — action complete plus documented decision (22d). The "other" box is an entry point on the open-items area (22d) and may also be offered on governance best practices (25) for plan-specific prudent practices counsel recommends.

24. Done means done with evidence (Accountability-wide)

Applies to filings, decisions, and best-practice items alike. A status of done requires an attached artifact (filed form, confirmation receipt, distributed notice, supporting analysis). A checkbox with no document is a claim, not a record; for EBSA defense an undocumented "done" is no better than incomplete. The build distinguishes **marked done** from **done with documentation attached** — an undocumented "done" is treated closer to not-disclosed (section 3) than to complete.

Internal development guide. FRAME™ is a trademark of Healthcare Rebel Alliance, registered in the State of Wisconsin. Federal trademark registration is pending. The FRAME methodology, its dimension structure, agent architecture, gate logic, finding format, and the analysis presented here are the intellectual property of Healthcare Rebel Alliance and are protected by trademark, copyright, and trade secret law. Reproduction, distribution, or derivative use without written permission is prohibited. © Healthcare Rebel Alliance. All rights reserved.

CONFIDENTIAL, PROPRIETARY, AND A TRADE SECRET ONLY TO BE USED FOR DEVELOPMENT PURPOSES

25. Governance best practices (the prudent-practice layer)

Distinct from the statutory floor (22c). Practices HRA's methodology treats as prudent, measured against ERISA's **prudent-expert standard** (the care a knowledgeable fiduciary would use — a higher bar than a reasonable person). **Must-vs-should discipline:** these are prudent norms, not statutory mandates, so the client-facing framing is "practices HRA treats as prudent," never "practices ERISA requires." Most incomplete items flag "check with counsel." Four groups:

- **Committee & process:** charter with roles/delegations, meeting cadence with minutes, fiduciary training, annual COI disclosures, decisions documented with rationale.
- **Vendor oversight & fees:** 408(b)(2)(B) compensation disclosures received **and** reasonableness determination documented (having the disclosure is not the obligation — judging and recording it is); independent PBM audit (rebate & spread) and TPA/claims audit with **work papers retained** (becomes a contractual audit right under CAA 2026 — running one now is prudent ahead of the mandate, and supports innocent-fiduciary relief); RFP/market test on cycle (section 26).
- **AI & data governance** (newest frontier; **EBSA named cybersecurity a FY2026 enforcement priority**): vendor AI use identified & disclosed (ties to the RWP not-disclosed AI-in-denials finding); AI vendor audit for bias & reliability (the concrete, testable check: is the tool systematically recommending the least-cost-to-sponsor option); human review of AI-involved denials written into contract; AI oversight in committee charter/agenda; cybersecurity & vendor data-handling review (DOL Compliance Assistance Release 2024-01 reaches any service provider that creates, stores, processes, or transmits plan data); plan's right to access its own claims data confirmed. **Caveat for client-facing use:** AI-specific fiduciary duty is still emerging (commentary and analogy to cybersecurity guidance, not a DOL rule on point), so "check with counsel" carries real weight here — present as prudent foresight, not settled obligation.
- **Plan documents, coverage & protection:** SPD current with SMM after amendments; plan administered per its terms; MHPAEA comparative analysis (NQTL) on file; **ERISA fidelity bond** (required, protects the plan) and **fiduciary liability insurance** (optional,

Internal development guide. FRAME™ is a trademark of Healthcare Rebel Alliance, registered in the State of Wisconsin. Federal trademark registration is pending. The FRAME methodology, its dimension structure, agent architecture, gate logic, finding format, and the analysis presented here are the intellectual property of Healthcare Rebel Alliance and are protected by trademark, copyright, and trade secret law. Reproduction, distribution, or derivative use without written permission is prohibited. © Healthcare Rebel Alliance. All rights reserved.

CONFIDENTIAL, PROPRIETARY, AND A TRADE SECRET ONLY TO BE USED FOR DEVELOPMENT PURPOSES

protects fiduciaries) tracked as **two distinct items**; dependent-eligibility audit (ineligible dependents are plan leakage — the one item here with a direct dollar consequence).

Client-UI note: ~22 items across 4 groups is right for the build spec but dense for a committee. The presentation layer needs progressive disclosure (expandable groups or summary + detail), not a single wall of rows.

26. RFP & market-test tracking

Per-vendor last-RFP date, age, and status against a configurable cadence guideline (commonly cited 3-to-5 years — a **prudent-practice norm, not a statutory interval**). The finding is not "did the plan ever run an RFP" but "how long since each vendor was last tested." Stale items flag "check with counsel." **Why the date is load-bearing:** a market test is the evidence behind a fee-reasonableness determination — the 408(b)(2)(B) disclosure says what a vendor charges, the RFP says whether that is competitive; together they are two halves of one prudence argument. Cross-dimension tie: a stale PBM that also has missed guarantees (RWP) and a rebate-lag flag (Financing) is the combination that makes a market test urgent, and CAA 2026 gives a clean contractual opening to re-bid at renewal. HRA surfaces the timeline; the committee and counsel decide if it matters.

Part V — Metrics

The measurement layer beneath the plan. Metrics is **both** the single source of truth for observed values the other dimensions read **and** a presented dimension with its own views (registry, year-end scorecard, regulatory floors). Core rule, carried from section 1a: a value is **measured once, from one source, read everywhere** — consumers bind to the registry value, never recalculate it.

27. The two intake gates — contract is the primary arbiter

Internal development guide. FRAME™ is a trademark of Healthcare Rebel Alliance, registered in the State of Wisconsin. Federal trademark registration is pending. The FRAME methodology, its dimension structure, agent architecture, gate logic, finding format, and the analysis presented here are the intellectual property of Healthcare Rebel Alliance and are protected by trademark, copyright, and trade secret law. Reproduction, distribution, or derivative use without written permission is prohibited. © Healthcare Rebel Alliance. All rights reserved.

CONFIDENTIAL, PROPRIETARY, AND A TRADE SECRET ONLY TO BE USED FOR DEVELOPMENT PURPOSES

Naming note: these are **intake gates** (Intake Gate A / Intake Gate B). They are distinct from the FRAME **compliance gates** (Gate 1 Conflict / Gate 2 Reasonableness / Gate 3 Prohibited Transaction — see section 6b). Do not conflate; the dev team should never see two unrelated "Gate 2"s.

Before a metric can be judged, **two preconditions** must be met, and each is its own gap if missing:

- **Intake Gate A — contract.** The contract is the **primary arbiter**: it defines which metrics exist and what each is promised at. Without it, a feed is numbers with no threshold and a vendor report is the vendor grading its own homework.
- **Intake Gate B — source.** A claims feed or vendor report supplies the **actual value**.

The two gaps are distinct findings with distinct fixes (different asks of different people), so they never merge: a vendor missing both raises **two** Accountability items ("contract not on file" and "report not received"), not one and not one-per-guarantee. A metric whose contract is absent reads "**no contract / target unverified**"; whose report is absent reads "**pending report**" — both distinct from "not disclosed" (vendor refused) and never rendered as a number or zero.

A captured contract commitment is recorded **verbatim** (the exact contractual language) and its **remedy on miss** is recorded verbatim too; verification turns on the exact words, and the verbatim-only remedy field holds the UPL line (HRA records that the contract specifies remedy X; it does not assert the plan should demand it). A commitment the vendor structured to be **unauditable** is captured and flagged unverifiable-as-structured, which is itself a finding, never a quiet drop. See section 6b.

28. One cause, one finding (report intake)

Report-intake detection sits **above** metric-level scoring and lives on the **Metrics main screen**, not a sub-screen. The reminder is **deduplicated to its cause, not its consequences**: a missing report is one cause with many consequences (every metric it would carry goes unscored), so it raises **one** Accountability finding per vendor per missing report — "PBM has not delivered its report; N guarantees cannot be scored until it arrives" — never one finding per unscored metric. Only when a report **does** arrive but a specific field within it is absent does the reminder drop to the field level (one item per missing field). Hierarchical: no report → one

Internal development guide. FRAME™ is a trademark of Healthcare Rebel Alliance, registered in the State of Wisconsin. Federal trademark registration is pending. The FRAME methodology, its dimension structure, agent architecture, gate logic, finding format, and the analysis presented here are the intellectual property of Healthcare Rebel Alliance and are protected by trademark, copyright, and trade secret law. Reproduction, distribution, or derivative use without written permission is prohibited. © Healthcare Rebel Alliance. All rights reserved.

CONFIDENTIAL, PROPRIETARY, AND A TRADE SECRET ONLY TO BE USED FOR DEVELOPMENT PURPOSES

finding per vendor; present report missing a field → one finding per field. Build: model a single intake event; do not fan out per metric. (Same single-source discipline as 1a and 23a.)

29. The three metric tiers

Every metric belongs to one tier, which sets its standard and the consequence of a miss:

Tier	Standard set by	A miss means	Routes to
Regulatory floor	Federal/state law	Compliance + member-protection exposure	RWP (standard met?) + Employee Focus (member harm)
Contract-backed	The contract	Performance credit	RWP (sizes) → Financing (collects)
Committee-watched	Committee self-set target	Informational only	Metrics view; optionally RWP

Strictest applicable standard governs. A metric can sit in more than one tier (prior-auth has a regulatory floor, the contract may promise tighter, the committee may watch tighter still); the binding minimum is the regulatory floor, and the tightest standard is what's judged, but **only the regulatory floor carries legal consequence on breach.**

29a. Regulatory-floor metrics (the third tier, member-facing)

Federal minimums that exist whether or not the contract restates them; the contract may be stricter but **never laxer**. These are **owned in Metrics** (the legal standard + the measured actual) and **read in two dimensions**: RWP as a performance question (is the floor met) and Employee Focus as member protection (a breach is felt by a person). First-release set, each

Internal development guide. FRAME™ is a trademark of Healthcare Rebel Alliance, registered in the State of Wisconsin. Federal trademark registration is pending. The FRAME methodology, its dimension structure, agent architecture, gate logic, finding format, and the analysis presented here are the intellectual property of Healthcare Rebel Alliance and are protected by trademark, copyright, and trade secret law. Reproduction, distribution, or derivative use without written permission is prohibited. © Healthcare Rebel Alliance. All rights reserved.

CONFIDENTIAL, PROPRIETARY, AND A TRADE SECRET ONLY TO BE USED FOR DEVELOPMENT PURPOSES

anchored to its source — applicability, exact timeframes, and any state prompt-pay overlay are **intricate and configurable, confirm with counsel:**

- **Prior-auth / pre-service & urgent care decision timing** — 72 hr urgent, 15 day pre-service (29 CFR 2560.503-1). Reclassified from committee-watched; a missed deadline lets the claim be **deemed exhausted** → member may go to external review or court.
- **Post-service claim decision timing** (29 CFR 2560.503-1).
- **Appeal decision timing** — breach = deemed exhausted (29 CFR 2560.503-1).
- **External review access & timing** — federal process or binding state process meeting NAIC minimums (45 CFR 147.136).
- **Continuity / concurrent care during appeal** — no reduction of an ongoing course of treatment without advance notice and review (45 CFR 147.136 / .503-1(f)).
- **MHPAEA parity (NQTL)** — MH/SUD at parity with medical/surgical (ERISA Part 7 / MHPAEA).
- **No Surprises Act protections** — OON emergency/ancillary cost-sharing (45 CFR 149.120); ties to the RWP NSA arbitration tracker (section 16).
- **SPD / SMM distribution timing** — within 90 days for newly eligible (ERISA disclosure rules).

Lane discipline: HRA surfaces the standard and the pattern (e.g. a run of late urgent decisions); it does **not** declare a legal violation. A breach pattern flags "check with counsel" and routes to Employee Focus as a member-harm signal.

29b. Committee-watched metrics + promotion

The tracked set is **not limited to contract or anticipated metrics** (same extensibility principle as the counsel box, 23b). The committee adds its own via an **add-metric** entry point on the main screen, with an **optional self-set target**. A watched metric can be **promoted to contract-backed** if later found in the contract: promotion changes the **arbiter** (self-set → contractual target) and the **consequence** (informational → credit-eligible), **not the measurement** — the actual value never moves, only its target and its teeth. Keep promotion as a state change on one record, not a new metric.

Internal development guide. FRAME™ is a trademark of Healthcare Rebel Alliance, registered in the State of Wisconsin. Federal trademark registration is pending. The FRAME methodology, its dimension structure, agent architecture, gate logic, finding format, and the analysis presented here are the intellectual property of Healthcare Rebel Alliance and are protected by trademark, copyright, and trade secret law. Reproduction, distribution, or derivative use without written permission is prohibited. © Healthcare Rebel Alliance. All rights reserved.

CONFIDENTIAL, PROPRIETARY, AND A TRADE SECRET ONLY TO BE USED FOR DEVELOPMENT PURPOSES

30. Temporal ownership — quarterly read, year-end owned

The same measured value lives in one place across time: **RWP reads it quarterly as a trajectory** (is the GLP-1 vendor trending toward 15%), and **Metrics owns the year-end disposition** — the settled verdict. The quarterly reading and the final disposition are **not two numbers; they are one measurement at different points in its life.**

30a. Year-end vendor scorecard

Final disposition per guarantee, **three states only: met / not met / unknown** (no "partially met" — each guarantee scored separately, so a bundle is decomposed, not blended). The **measured value is shown against target** so a near miss is visible without the verdict going soft (GLP-1 "not met, 12% vs 15%). **Unknown = vendor did not supply the data** — never a pass, its own finding. Triggers:

- **Not met** → sizes a credit in RWP, collected in Financing, feeds the Accountability renewal decision + prudence record.
- **Unknown** → auto-creates an Accountability open item to obtain the data (**deduplicated per vendor**, per section 28 — a vendor that supplies nothing is one item, not one per metric).
- **Met** → recorded in the prudence record; counts in the vendor's favor at renewal.

31. Value registry (the main-screen catalog)

The main screen leads with the two gates and intake (28), then the registry: every value with its **definition, source feed, tier, data-status, measured value, and the consumer list** (which dimensions read it). The consumer column is the **live form of the provenance crosswalk**. Most values originate in Metrics; a few are **owned elsewhere and registered for visibility** (PEPM is Financing-owned; the registry shows it as read-by, not owned-here). Data-status states on the registry: available / partial-inferred / not-disclosed (section 3) **plus** the two intake states no-contract and pending-report (section 27).

Internal development guide. FRAME™ is a trademark of Healthcare Rebel Alliance, registered in the State of Wisconsin. Federal trademark registration is pending. The FRAME methodology, its dimension structure, agent architecture, gate logic, finding format, and the analysis presented here are the intellectual property of Healthcare Rebel Alliance and are protected by trademark, copyright, and trade secret law. Reproduction, distribution, or derivative use without written permission is prohibited. © Healthcare Rebel Alliance. All rights reserved.

CONFIDENTIAL, PROPRIETARY, AND A TRADE SECRET ONLY TO BE USED FOR DEVELOPMENT PURPOSES

Part VI — Employee Focus

The participant's end of the chain. Screen title: **"How Do Participants Experience the Plan?"** — the question is framed around the participant, but the answer is constructed only from what HRA can observe. Language uses **"participant"** (ERISA-precise) throughout, not "member" or "employee."

32. The hard constraint — vendor failure, never participant harm

This is the single most important and most easily eroded rule in the dimension. Build it as a hard constraint, not a tone preference. HRA asserts that a **vendor failed an obligation** it agreed to or that the law requires. HRA does **not** assert that a participant was harmed, and does not characterize, infer, or score any participant's experience. A participant-harm claim is a conclusion about a person's outcome that HRA cannot observe and has no standing to make; asserting it invites liability and steps into clinical and legal territory outside HRA's lane.

Every item in this dimension **MUST** be anchored to a vendor obligation that was or was not met. Concretely, for the build:

- A late prior-auth decision renders as **"vendor failed the decision-timing standard"** (citation to the floor), never "a participant was made to wait" or "a participant was harmed."
- Denial/appeal counts render as **vendor process performance** (overturn rate, decision timeliness, appeal burden), never as participant suffering.
- A high grievance volume is a **vendor service-performance signal**, never a finding about any participant.
- No value in this dimension may be a statement about a participant's experience, sentiment, or outcome.

Internal development guide. FRAME™ is a trademark of Healthcare Rebel Alliance, registered in the State of Wisconsin. Federal trademark registration is pending. The FRAME methodology, its dimension structure, agent architecture, gate logic, finding format, and the analysis presented here are the intellectual property of Healthcare Rebel Alliance and are protected by trademark, copyright, and trade secret law. Reproduction, distribution, or derivative use without written permission is prohibited. © Healthcare Rebel Alliance. All rights reserved.

CONFIDENTIAL, PROPRIETARY, AND A TRADE SECRET ONLY TO BE USED FOR DEVELOPMENT PURPOSES

Why this is fragile: the screen title is a participant-experience question, which makes it tempting for a later editor to add a "participant impact" score or experience-sentiment language that the data cannot support. The title earns engagement; the constraint keeps every claim defensible. **A later editor who softens this back toward "participant impact" has broken the dimension.** The title and the constraint are designed to coexist: the question signals HRA cares about the people in the plan; the rule signals HRA is honest about the limits of what it can prove.

33. What Employee Focus is — mostly a reader

This dimension originates **no findings of its own**. It is a reader and a holder, in four parts:

- **33a. Read as vendor performance (owned elsewhere).** Two streams reframed through the participant-facing lens, each keeping its origin owner:
 - **Regulatory-floor performance** (owned in Metrics, section 29a): where a vendor missed a member-facing legal standard (prior-auth timing, parity, NSA protections), surfaced as the vendor's failure to meet the standard.
 - **Denials & appeals** (owned in RWP, sections 17 and 18): the same counts RWP judges as performance, shown by their participant-facing dimensions (overturn rate, appeal burden, decision timeliness). One shared value, two dimension-lenses; the value's owner stays RWP.
- **33b. Vendor grievance & appeal logs (a distinct stream).** Grievances participants filed **with the vendor** (TPA, PBM, carrier) — a separate stream from the RWP claims-denial data, because a grievance covers service and access, not only formal denials. Owned in Employee Focus; source feed `VENDOR_GRIEVANCE_LOG`. Reviewed **deidentified** for volume and theme. **Re-identifying to investigate a specific grievance is a separate, authorized action, not part of the default view.** A high grievance volume is a vendor-performance signal, not a finding about any participant.
- **33c. Fiduciary survey prompt.** Has a participant satisfaction survey been conducted this plan year? HRA notes a survey's **presence or absence** as an oversight prompt; it does **not** interpret participant sentiment on the participants' behalf. Absence is flagged as a blind spot in oversight, not as harm.
- **33d. Committee-defined watch items.** The committee may add participant-facing items to watch beyond what the methodology surfaces (e.g. PBM call-center wait times, in-network directory accuracy). Same extensibility entity and rules as

Internal development guide. FRAME™ is a trademark of Healthcare Rebel Alliance, registered in the State of Wisconsin. Federal trademark registration is pending. The FRAME methodology, its dimension structure, agent architecture, gate logic, finding format, and the analysis presented here are the intellectual property of Healthcare Rebel Alliance and are protected by trademark, copyright, and trade secret law. Reproduction, distribution, or derivative use without written permission is prohibited. © Healthcare Rebel Alliance. All rights reserved.

CONFIDENTIAL, PROPRIETARY, AND A TRADE SECRET ONLY TO BE USED FOR DEVELOPMENT PURPOSES

committee-watched metrics (29b) and counsel-added Accountability items (23b): a committee-originated record with an origin tag, **promotable to a stricter tier** (e.g. to regulatory floor if an access standard applies). Each watch item stays framed as **vendor or plan performance**, never a claim about participants (the section 32 constraint binds committee-added items too).

34. Roadmap — direct participant-report channel

A capability for participants to submit experiences **directly to HRA** for deidentified committee review is **deferred to the development timeline**, not built. It warrants its own discussion before any build: intake design, HIPAA handling, deidentification, the **re-identification gate**, and the question of whether HRA should be a data controller for participant submissions. Rendered as a dimmed roadmap item on the screen; no values are keyed for it in the crosswalk until designed.

35. The recurring extensibility pattern (cross-cutting note)

Committee-watched metrics (29b), counsel-added Accountability items (23b), and committee-defined Employee Focus watch items (33d) are **the same pattern** and should share **one model**, not three implementations: a committee-originated record with an **origin tag** (committee / counsel), the standard status vocabulary and evidence discipline, inclusion in aging and closure, and **promotability** to a stricter tier when a contractual or legal basis is later found. Build once, surface in three dimensions.

Part VII — Inputs vs derived (master reference)

True inputs (collected or fed): per-contract attributes (name, type, funding, tier, network, membership, spend, specific deductible, aggregate corridor, site steering weight); per-site-group (current-site spend, alternate site, price gap range, steerable share); per off-PBM channel

Internal development guide. FRAME™ is a trademark of Healthcare Rebel Alliance, registered in the State of Wisconsin. Federal trademark registration is pending. The FRAME methodology, its dimension structure, agent architecture, gate logic, finding format, and the analysis presented here are the intellectual property of Healthcare Rebel Alliance and are protected by trademark, copyright, and trade secret law. Reproduction, distribution, or derivative use without written permission is prohibited. © Healthcare Rebel Alliance. All rights reserved.

CONFIDENTIAL, PROPRIETARY, AND A TRADE SECRET ONLY TO BE USED FOR DEVELOPMENT PURPOSES

(name, feed, spend); PBM channel (drug spend, admin/dispensing, rebates owed, lag days, cost of capital, drug-class split); stop loss (specific premium, aggregate premium, reimbursements); admin fees (amount per recipient); RWP feeds (claims for risk scores, denial/appeal records, AI-involvement flags, reviewer records, guarantee terms, 340B eligibility, NSA IDR records); Accountability inputs (meeting log with quorum/attendance/minutes-filed; decision entries with rationale/alternatives/decider/evidence-attached; filing dates and confirmation artifacts per plan year; best-practice item statuses; per-vendor last-RFP date; open-item owner/due/origin-dimension/closure); Metrics inputs (per metric: definition, tier, source feed, contract reference & target, committee self-set target, consumer list, data-status; per vendor: contract-on-file flag, report-received flag; regulatory-floor standards table with citation per floor; year-end disposition per guarantee); Employee Focus inputs (per-vendor grievance/appeal log volume and theme, deidentified; survey-conducted flag per plan year; committee-defined watch items with origin tag and optional target); and a **data-status per field** (section 3).

Derived (never hand-keyed): all funnel/total-pharmacy totals; all PEPM (spend ÷ membership); per-contract gross savings and stop-loss offset; per-site-group gross savings; rebate-lag carrying cost and avoidable excess; net stop-loss cost; risk-adjusted expected spend and variance; trend (incurred basis); 340B capture (on confirmed-identified denominator); appeal financial impact; AI-overtake and reviewer-adequacy rates; Accountability roll-ups (meetings-held/planned, minutes-on-file count, decision-record completeness, filing status per the allowed-by-type flag mapping, RFP age, open-item aging and closure counts); Metrics derived (registry health by tier, met/not-met/unknown dispositions judged from actual-vs-target, intake-gap and report-intake findings deduplicated per cause, strictest-applicable-standard selection where tiers overlap); Employee Focus derived (grievance volume/theme roll-ups read as vendor-performance signals only, never participant-impact scores — section 32); and any metric's roll-up data-status (not-disclosed, no-contract, and pending-report all propagate, never render as a number).

Part VIII — Open decisions log

#	Decision	Section	Status
---	----------	---------	--------

Internal development guide. FRAME™ is a trademark of Healthcare Rebel Alliance, registered in the State of Wisconsin. Federal trademark registration is pending. The FRAME methodology, its dimension structure, agent architecture, gate logic, finding format, and the analysis presented here are the intellectual property of Healthcare Rebel Alliance and are protected by trademark, copyright, and trade secret law. Reproduction, distribution, or derivative use without written permission is prohibited. © Healthcare Rebel Alliance. All rights reserved.

CONFIDENTIAL, PROPRIETARY, AND A TRADE SECRET ONLY TO BE USED FOR DEVELOPMENT PURPOSES

1	Ranked-opportunities sort rule (expected value vs solidity-first)	7	Open — build configurable
2	Site steering weight: analyst-set vs claims-derived	10.4	Open — build to support either
3	OON-coverage value metric (NSA-with-OON) — Financing roadmap, measurement not settled	16	Open — roadmap
4	Clinical/utilization measurement model	19	Open — roadmap
5	Filing-date source: per-plan-year lookup table vs manual entry (RxDC/SAR shift)	22c	Open — build lookup
6	Regulatory-floor timeframe table: scope of state prompt-pay overlays to encode vs flag for counsel	29a	Open — confirm with counsel
7	Direct participant-report channel: intake, HIPAA, deidentification, re-identification gate, data-controller question	34	Open — roadmap, own discussion before build
8	Shared extensibility model (committee-watched / counsel-added / EF watch items) built once vs per-dimension	35	Open — build once, surface in three

Companion deliverable

Value-provenance crosswalk (section 1a) — now produced as two companion artifacts alongside this guide: [frame-value-provenance-crosswalk.md](#) (the full provenance table

Internal development guide. FRAME™ is a trademark of Healthcare Rebel Alliance, registered in the State of Wisconsin. Federal trademark registration is pending. The FRAME methodology, its dimension structure, agent architecture, gate logic, finding format, and the analysis presented here are the intellectual property of Healthcare Rebel Alliance and are protected by trademark, copyright, and trade secret law. Reproduction, distribution, or derivative use without written permission is prohibited. © Healthcare Rebel Alliance. All rights reserved.

CONFIDENTIAL, PROPRIETARY, AND A TRADE SECRET ONLY TO BE USED FOR DEVELOPMENT PURPOSES

across all five dimensions, routing rules, and the one-metric-many-contracts worked example, carrying full FRAME proprietary marking) and `frame-value-entity.schema.json` (a stack-neutral JSON Schema the dev team codes against, keyed by the composite `{metric_id, contract_id}`, with validation rules and worked seed records). Every value across Financing, RWP, Accountability, Metrics, and Employee Focus maps to one originating domain and its readers; the same metric under multiple contracts is multiple keyed records, never merged. Metrics' value registry (section 31) is the live form of the same map.

```
{
  "$schema": "https://json-schema.org/draft/2020-12/schema",
  "$id": "https://hcrebelalliance.com/schemas/frame-value-entity.schema.json",
  "title": "FRAME Value Entity",
  "description": "PROPRIETARY — Healthcare Rebel Alliance. Single source-of-truth record for
one measured value in the FRAME dashboard. A value is keyed by metric AND contract: the
same metric under two contracts is two records. Stack-neutral: the composite key (metric_id,
contract_id) maps to a DynamoDB partition+sort key or a relational (metric_id, contract_id)
unique constraint. FRAME is a trademark of Healthcare Rebel Alliance, registered in the State
of Wisconsin; federal registration pending.",
  "type": "object",
  "additionalProperties": false,
  "required": [
    "value_id",
    "metric_id",
    "contract_id",
    "label",
    "owner_domain",
    "reader_domains",
    "tier",
    "arbiter",
```

Internal development guide. FRAME™ is a trademark of Healthcare Rebel Alliance, registered in the State of Wisconsin. Federal trademark registration is pending. The FRAME methodology, its dimension structure, agent architecture, gate logic, finding format, and the analysis presented here are the intellectual property of Healthcare Rebel Alliance and are protected by trademark, copyright, and trade secret law. Reproduction, distribution, or derivative use without written permission is prohibited. © Healthcare Rebel Alliance. All rights reserved.

CONFIDENTIAL, PROPRIETARY, AND A TRADE SECRET ONLY TO BE USED FOR DEVELOPMENT PURPOSES

```

"miss_consequence",
"source_feed",
"data_status"
],

"properties": {
  "value_id": {
    "type": "string",
    "description": "Synthetic key. MUST equal metric_id + ':' + contract_id.",
    "pattern": "^[a-z0-9_]+:[A-Z0-9_]+$"
  },
  "metric_id": {
    "type": "string",
    "description": "Stable id of the metric, e.g. 'generic_discount'.",
    "pattern": "^[a-z0-9_]+$"
  },
  "contract_id": {
    "type": "string",
    "description": "Stable id of the contract this instance falls under. Use 'PLAN' for plan-level values not tied to a single contract.",
    "pattern": "^[A-Z0-9_]+$"
  },
  "label": {
    "type": "string",
    "description": "Human-readable metric name."
  },
  "owner_domain": {
    "type": "string",
    "description": "The one domain that measures this value. Exactly one owner per value_id.",
    "enum": ["FINANCING", "RWP", "ACCOUNTABILITY", "METRICS", "EMPLOYEE_FOCUS"]
  },
  "reader_domains": {
    "type": "array",
    "description": "Domains that READ this value. Readers bind to actual_value; they never recalculate it. Must not contain owner_domain.",

```

Internal development guide. FRAME™ is a trademark of Healthcare Rebel Alliance, registered in the State of Wisconsin. Federal trademark registration is pending. The FRAME methodology, its dimension structure, agent architecture, gate logic, finding format, and the analysis presented here are the intellectual property of Healthcare Rebel Alliance and are protected by trademark, copyright, and trade secret law. Reproduction, distribution, or derivative use without written permission is prohibited. © Healthcare Rebel Alliance. All rights reserved.

CONFIDENTIAL, PROPRIETARY, AND A TRADE SECRET ONLY TO BE USED FOR DEVELOPMENT PURPOSES

```

    "items": {
      "type": "string",
      "enum": ["FINANCING", "RWP", "ACCOUNTABILITY", "METRICS",
"EMPLOYEE_FOCUS"]
    },
    "uniqueItems": true
  },
  "becomes_obligation_in_accountability": {
    "type": "boolean",
    "default": false,
    "description": "If true, a finding on this value wraps into a tracked Accountability
committee_action. The value keeps its owner_domain; Accountability owns only the obligation
around it."
  },

  "tier": {
    "type": "string",
    "description": "REGULATORY_FLOOR: law sets the minimum. CONTRACT_BACKED:
contract sets target. COMMITTEE_WATCHED: committee self-set target. OWNED_COST:
Financing cost arithmetic. DERIVED: computed from other values.",
    "enum": ["REGULATORY_FLOOR", "CONTRACT_BACKED", "COMMITTEE_WATCHED",
"OWNED_COST", "DERIVED"]
  },
  "arbiter": {
    "type": "string",
    "description": "What sets the target/standard.",
    "enum": ["LAW", "CONTRACT", "COMMITTEE", "ARITHMETIC", "NONE"]
  },
  "miss_consequence": {
    "type": "string",
    "description": "EXPOSURE only for REGULATORY_FLOOR. CREDIT for
CONTRACT_BACKED. INFORMATIONAL for COMMITTEE_WATCHED. NONE for
cost/derived.",
    "enum": ["EXPOSURE", "CREDIT", "INFORMATIONAL", "NONE"]
  },
}

```

Internal development guide. FRAME™ is a trademark of Healthcare Rebel Alliance, registered in the State of Wisconsin. Federal trademark registration is pending. The FRAME methodology, its dimension structure, agent architecture, gate logic, finding format, and the analysis presented here are the intellectual property of Healthcare Rebel Alliance and are protected by trademark, copyright, and trade secret law. Reproduction, distribution, or derivative use without written permission is prohibited. © Healthcare Rebel Alliance. All rights reserved.

CONFIDENTIAL, PROPRIETARY, AND A TRADE SECRET ONLY TO BE USED FOR DEVELOPMENT PURPOSES

```

"source_feed": {
  "type": "string",
  "enum": [
    "CONTRACT",
    "PBM_CLAIMS",
    "MEDICAL_CLAIMS",
    "WELLNESS_BENEFITS",
    "VENDOR_REPORT",
    "VENDOR_GRIEVANCE_LOG",
    "RISK_MODEL",
    "COMMITTEE_ENTRY",
    "DERIVED"
  ]
},
"actual_value": {
  "type": ["number", "string", "null"],
  "default": null,
  "description": "The measured result. Null until supplied. Must remain null when data_status
is NOT_DISCLOSED, NO_CONTRACT, or PENDING_REPORT."
},
"target_value": {
  "type": ["number", "string", "null"],
  "default": null,
  "description": "From contract (CONTRACT_BACKED), law (REGULATORY_FLOOR), or
committee (COMMITTEE_WATCHED). Null when arbiter is ARITHMETIC/NONE or when the
contract is not on file."
},

"data_status": {
  "type": "string",
  "description": "AVAILABLE: measured. PARTIAL_INFERRED: inferred, method on file.
NOT_DISCLOSED: vendor refused. NO_CONTRACT: gate 1 unmet. PENDING_REPORT: gate
2 unmet. Non-AVAILABLE states propagate to derived values and never render as a number or
zero.",
  "enum": ["AVAILABLE", "PARTIAL_INFERRED", "NOT_DISCLOSED", "NO_CONTRACT",
"PENDING_REPORT"]
}

```

Internal development guide. FRAME™ is a trademark of Healthcare Rebel Alliance, registered in the State of Wisconsin. Federal trademark registration is pending. The FRAME methodology, its dimension structure, agent architecture, gate logic, finding format, and the analysis presented here are the intellectual property of Healthcare Rebel Alliance and are protected by trademark, copyright, and trade secret law. Reproduction, distribution, or derivative use without written permission is prohibited. © Healthcare Rebel Alliance. All rights reserved.

CONFIDENTIAL, PROPRIETARY, AND A TRADE SECRET ONLY TO BE USED FOR DEVELOPMENT PURPOSES

```

},
"disposition": {
  "type": ["string", "null"],
  "default": null,
  "description": "Year-end settled verdict, owned by METRICS only. RWP reads actual_value
quarterly but never sets this.",
  "enum": ["MET", "NOT_MET", "UNKNOWN", null]
},

"promotable": {
  "type": "boolean",
  "default": false,
  "description": "A COMMITTEE_WATCHED value can promote to CONTRACT_BACKED if
found in the contract: arbiter and miss_consequence change, measurement does not."
},
"citation": {
  "type": ["string", "null"],
  "default": null,
  "description": "For REGULATORY_FLOOR, the legal source, e.g. '29 CFR 2560.503-1'."
},

"ledger": {
  "type": "string",
  "default": "FEE",
  "description": "Which ledger this value settles on. REBATE forces rebate guarantees onto
the rebate ledger so verification asks two questions: did the vendor hit the guaranteed amount,
AND is the realized rebate flowing to the plan as a plan asset or being absorbed as a fee offset.
Rebates are plan assets, not fee offsets; this field prevents collapse into the fee analysis.",
  "enum": ["FEE", "REBATE"]
},
"verifiability": {
  "type": "string",
  "default": "VERIFIABLE",
  "description": "VERIFIABLE: measurable from a document the plan owns or is statutorily
entitled to (CAA 2021 §202). UNVERIFIABLE_AS_STRUCTURED: the vendor defined a

```

Internal development guide. FRAME™ is a trademark of Healthcare Rebel Alliance, registered in the State of Wisconsin. Federal trademark registration is pending. The FRAME methodology, its dimension structure, agent architecture, gate logic, finding format, and the analysis presented here are the intellectual property of Healthcare Rebel Alliance and are protected by trademark, copyright, and trade secret law. Reproduction, distribution, or derivative use without written permission is prohibited. © Healthcare Rebel Alliance. All rights reserved.

CONFIDENTIAL, PROPRIETARY, AND A TRADE SECRET ONLY TO BE USED FOR DEVELOPMENT PURPOSES

standard structured to be unauditable — itself a finding, routed to a Service Disclosure Flag, never a quiet drop.",

```
"enum": ["VERIFIABLE", "UNVERIFIABLE_AS_STRUCTURED"]
},
"commitment_verbatim": {
  "type": ["string", "null"],
  "default": null,
  "description": "For CONTRACT_BACKED values: the exact contractual language of the
commitment. Captured verbatim, never paraphrased — verification turns on the exact words.
The plan's own contract only (citation discipline).",
},
"remedy_verbatim": {
  "type": ["string", "null"],
  "default": null,
  "description": "What the contract says is owed on a miss (true-up, credit, penalty, termination
right), captured VERBATIM. Records that the contract specifies remedy X; does NOT assert the
plan should demand it or is owed it. The move from documented record to pursue-the-remedy is
the committee's decision with counsel — this verbatim-only rule holds the UPL line."
},
"gate_flags": {
  "type": "array",
  "default": [],
  "description": "Whether this value's structure also fires a FRAME gate, making it both a
Metrics commitment and an Accountability finding. CONFLICT (Gate 1), REASONABLENESS
(Gate 2, 29 U.S.C. §1108(b)(2)(B)(ii)(II): opaque calc), PROHIBITED_TRANSACTION (Gate 3,
affiliated/self-dealing party, post-Cunningham v. Cornell 145 S. Ct. 1284 (2025)). Client-facing
renames: Reasonableness Risk, Prohibited Transaction Risk. A REASONABLENESS +
PROHIBITED_TRANSACTION pair is the most common combination.",
  "items": {
    "type": "string",
    "enum": ["CONFLICT", "REASONABLENESS", "PROHIBITED_TRANSACTION"]
  },
  "uniqueItems": true
},
"client_facing_label": {
  "type": ["string", "null"],
```

Internal development guide. FRAME™ is a trademark of Healthcare Rebel Alliance, registered in the State of Wisconsin. Federal trademark registration is pending. The FRAME methodology, its dimension structure, agent architecture, gate logic, finding format, and the analysis presented here are the intellectual property of Healthcare Rebel Alliance and are protected by trademark, copyright, and trade secret law. Reproduction, distribution, or derivative use without written permission is prohibited. © Healthcare Rebel Alliance. All rights reserved.

CONFIDENTIAL, PROPRIETARY, AND A TRADE SECRET ONLY TO BE USED FOR DEVELOPMENT PURPOSES

```

    "default": null,
    "description": "The label the committee sees, separating client-facing output from internal architecture (the primary IP-protection mechanism). Suffix convention: 'Flag' = compliance, 'Comparator'/'Channel' = opportunity, 'Scorecard' = synthesis. E.g. a vendor-promise value surfaces as 'Performance Promise Flag'."
  },

  "reasonableness_model": {
    "type": ["object", "null"],
    "default": null,
    "description": "Present only on rebate-reasonableness values: the rebate-vs-direct-discount float-loss estimate. Sizes what the rebate structure costs the plan in vendor-captured float relative to a direct point-of-sale discount (which has no lag and no float). Ties to Gate 2 Reasonableness. DECISION-SUPPORT ONLY: estimates a structural cost; never asserts an amount owed. The plan chose or is in the rebate structure. Committee-and-counsel set the assumptions.",
    "additionalProperties": false,
    "properties": {
      "float_rate": {
        "type": "number",
        "default": 0.05,
        "description": "FRAME Captured-Float Convention; default 0.05. Committee-overrideable with rationale. Always float captured by the vendor, not a market rate of return — framing preserved regardless of the value."
      },
      "float_rate_override_rationale": {
        "type": ["string", "null"],
        "default": null,
        "description": "Required when float_rate != default 0.05. Records the committee/counsel basis for the override."
      },
      "direct_discount_baseline": {
        "type": ["number", "string", "null"],
        "default": null,
        "description": "Committee-and-counsel judgment of what a direct point-of-sale discount could have delivered. The comparison baseline; not always observable, hence committee-set."
      }
    }
  }
}

```

Internal development guide. FRAME™ is a trademark of Healthcare Rebel Alliance, registered in the State of Wisconsin. Federal trademark registration is pending. The FRAME methodology, its dimension structure, agent architecture, gate logic, finding format, and the analysis presented here are the intellectual property of Healthcare Rebel Alliance and are protected by trademark, copyright, and trade secret law. Reproduction, distribution, or derivative use without written permission is prohibited. © Healthcare Rebel Alliance. All rights reserved.

CONFIDENTIAL, PROPRIETARY, AND A TRADE SECRET ONLY TO BE USED FOR DEVELOPMENT PURPOSES

```

    },
    "rebate_dollars_at_risk": {
      "type": ["number", "null"],
      "default": null,
      "description": "Annual rebate dollars subject to the remittance lag (sourced from the
rebate ledger, ledger=REBATE).",
    },
    "lag_scenarios_days": {
      "type": "array",
      "default": [90, 180, 270],
      "description": "Remittance-lag scenarios (low/mid/high) for the sensitivity range.",
      "items": { "type": "integer" }
    },
    "computed_float_loss": {
      "type": ["object", "null"],
      "default": null,
      "description": "Derived per scenario: rebate_dollars_at_risk * float_rate * (lag_days / 365).
Rendered as a range, never a point claim.",
      "additionalProperties": { "type": "number" }
    },
    "purpose": {
      "type": "string",
      "const": "DECISION_SUPPORT_NOT_AMOUNT_OWED",
      "description": "Hard constraint: this figure feeds the renewal/RFP reasonableness case. It
is never an assertion that the vendor owes the float back."
    }
  }
}
},
"allOf": [
{
  "if": { "properties": { "tier": { "const": "REGULATORY_FLOOR" } } },
  "then": {
    "properties": {
      "arbiter": { "const": "LAW" },

```

Internal development guide. FRAME™ is a trademark of Healthcare Rebel Alliance, registered in the State of Wisconsin. Federal trademark registration is pending. The FRAME methodology, its dimension structure, agent architecture, gate logic, finding format, and the analysis presented here are the intellectual property of Healthcare Rebel Alliance and are protected by trademark, copyright, and trade secret law. Reproduction, distribution, or derivative use without written permission is prohibited. © Healthcare Rebel Alliance. All rights reserved.

CONFIDENTIAL, PROPRIETARY, AND A TRADE SECRET ONLY TO BE USED FOR DEVELOPMENT PURPOSES

```

    "miss_consequence": { "const": "EXPOSURE" }
  },
  "required": ["citation"]
}
},
{
  "if": { "properties": { "tier": { "const": "CONTRACT_BACKED" } } },
  "then": { "properties": { "arbiter": { "const": "CONTRACT" }, "miss_consequence": { "const":
"CREDIT" } } }
},
{
  "if": { "properties": { "tier": { "const": "COMMITTEE_WATCHED" } } },
  "then": { "properties": { "arbiter": { "const": "COMMITTEE" }, "miss_consequence": { "const":
"INFORMATIONAL" } } }
},
{
  "if": { "properties": { "data_status": { "enum": ["NOT_DISCLOSED", "NO_CONTRACT",
"PENDING_REPORT"] } } },
  "then": { "properties": { "actual_value": { "const": null } } }
}
],

"examples": [
{
  "value_id": "generic_discount:PBM_UNION_ASA",
  "metric_id": "generic_discount",
  "contract_id": "PBM_UNION_ASA",
  "label": "Generic dispensing discount",
  "owner_domain": "METRICS",
  "reader_domains": ["RWP", "FINANCING"],
  "becomes_obligation_in_accountability": true,
  "tier": "CONTRACT_BACKED",
  "arbiter": "CONTRACT",
  "miss_consequence": "CREDIT",
  "source_feed": "VENDOR_REPORT",
  "actual_value": 0.84,

```

Internal development guide. FRAME™ is a trademark of Healthcare Rebel Alliance, registered in the State of Wisconsin. Federal trademark registration is pending. The FRAME methodology, its dimension structure, agent architecture, gate logic, finding format, and the analysis presented here are the intellectual property of Healthcare Rebel Alliance and are protected by trademark, copyright, and trade secret law. Reproduction, distribution, or derivative use without written permission is prohibited. © Healthcare Rebel Alliance. All rights reserved.

CONFIDENTIAL, PROPRIETARY, AND A TRADE SECRET ONLY TO BE USED FOR DEVELOPMENT PURPOSES

```

"target_value": 0.88,
"data_status": "AVAILABLE",
"disposition": "NOT_MET",
"promotable": false,
"citation": null,
"ledger": "FEE",
"verifiability": "VERIFIABLE",
"commitment_verbatim": "PBM guarantees a minimum effective generic dispensing discount
of AWP minus 88% across all retail generic claims, measured annually.",
"remedy_verbatim": "Any shortfall against the guaranteed effective rate shall be credited to
the Plan within 90 days of annual reconciliation.",
"gate_flags": [],
"client_facing_label": "Performance Promise Flag"
},
{
"value_id": "rebate_per_brand_script:PBM_UNION_ASA",
"metric_id": "rebate_per_brand_script",
"contract_id": "PBM_UNION_ASA",
"label": "Rebate per brand script",
"owner_domain": "METRICS",
"reader_domains": ["RWP", "FINANCING"],
"becomes_obligation_in_accountability": true,
"tier": "CONTRACT_BACKED",
"arbiter": "CONTRACT",
"miss_consequence": "CREDIT",
"source_feed": "VENDOR_REPORT",
"actual_value": 291,
"target_value": 315,
"data_status": "AVAILABLE",
"disposition": "NOT_MET",
"promotable": false,
"citation": null,
"ledger": "REBATE",
"verifiability": "VERIFIABLE",
"commitment_verbatim": "PBM guarantees a minimum average rebate of $315 per
brand-name script, reconciled quarterly.",

```

Internal development guide. FRAME™ is a trademark of Healthcare Rebel Alliance, registered in the State of Wisconsin. Federal trademark registration is pending. The FRAME methodology, its dimension structure, agent architecture, gate logic, finding format, and the analysis presented here are the intellectual property of Healthcare Rebel Alliance and are protected by trademark, copyright, and trade secret law. Reproduction, distribution, or derivative use without written permission is prohibited. © Healthcare Rebel Alliance. All rights reserved.

CONFIDENTIAL, PROPRIETARY, AND A TRADE SECRET ONLY TO BE USED FOR DEVELOPMENT PURPOSES

```

    "remedy_verbatim": "Shortfall against the per-script rebate guarantee shall be trued up at
annual reconciliation.",
    "gate_flags": ["REASONABLENESS"],
    "client_facing_label": "Performance Promise Flag"
  },
  {
    "value_id": "generic_discount:PBM_NONUNION_PPO",
    "metric_id": "generic_discount",
    "contract_id": "PBM_NONUNION_PPO",
    "label": "Generic dispensing discount",
    "owner_domain": "METRICS",
    "reader_domains": ["RWP", "FINANCING"],
    "becomes_obligation_in_accountability": true,
    "tier": "CONTRACT_BACKED",
    "arbiter": "CONTRACT",
    "miss_consequence": "CREDIT",
    "source_feed": "VENDOR_REPORT",
    "actual_value": null,
    "target_value": null,
    "data_status": "NO_CONTRACT",
    "disposition": null,
    "promotable": false,
    "citation": null
  },
  {
    "value_id": "prior_auth_decision_timing:PLAN",
    "metric_id": "prior_auth_decision_timing",
    "contract_id": "PLAN",
    "label": "Prior-auth / urgent care decision timing",
    "owner_domain": "METRICS",
    "reader_domains": ["RWP", "EMPLOYEE_FOCUS"],
    "becomes_obligation_in_accountability": true,
    "tier": "REGULATORY_FLOOR",
    "arbiter": "LAW",
    "miss_consequence": "EXPOSURE",
    "source_feed": "VENDOR_REPORT",

```

Internal development guide. FRAME™ is a trademark of Healthcare Rebel Alliance, registered in the State of Wisconsin. Federal trademark registration is pending. The FRAME methodology, its dimension structure, agent architecture, gate logic, finding format, and the analysis presented here are the intellectual property of Healthcare Rebel Alliance and are protected by trademark, copyright, and trade secret law. Reproduction, distribution, or derivative use without written permission is prohibited. © Healthcare Rebel Alliance. All rights reserved.

CONFIDENTIAL, PROPRIETARY, AND A TRADE SECRET ONLY TO BE USED FOR DEVELOPMENT PURPOSES

```

    "actual_value": null,
    "target_value": "72h urgent / 15d pre-service",
    "data_status": "PARTIAL_INFERRED",
    "disposition": null,
    "promotable": false,
    "citation": "29 CFR 2560.503-1"
  },
  {
    "value_id": "pbm_call_center_wait:PLAN",
    "metric_id": "pbm_call_center_wait",
    "contract_id": "PLAN",
    "label": "PBM call-center wait time",
    "owner_domain": "METRICS",
    "reader_domains": ["EMPLOYEE_FOCUS"],
    "becomes_obligation_in_accountability": false,
    "tier": "COMMITTEE_WATCHED",
    "arbiter": "COMMITTEE",
    "miss_consequence": "INFORMATIONAL",
    "source_feed": "COMMITTEE_ENTRY",
    "actual_value": null,
    "target_value": null,
    "data_status": "PENDING_REPORT",
    "disposition": null,
    "promotable": true,
    "citation": null
  }
]
}

```

FRAME VALUE-PROVENANCE CROSSWALK — DEVELOPMENT REFERENCE · PROPRIETARY

FRAME™ Value-Provenance Crosswalk

Internal development guide. FRAME™ is a trademark of Healthcare Rebel Alliance, registered in the State of Wisconsin. Federal trademark registration is pending. The FRAME methodology, its dimension structure, agent architecture, gate logic, finding format, and the analysis presented here are the intellectual property of Healthcare Rebel Alliance and are protected by trademark, copyright, and trade secret law. Reproduction, distribution, or derivative use without written permission is prohibited. © Healthcare Rebel Alliance. All rights reserved.

CONFIDENTIAL, PROPRIETARY, AND A TRADE SECRET ONLY TO BE USED FOR DEVELOPMENT PURPOSES

PROPRIETARY & CONFIDENTIAL — FRAME™ is a proprietary methodology of Healthcare Rebel Alliance. This document and the analysis it contains are the intellectual property of Healthcare Rebel Alliance and may not be reproduced, distributed, or used to derive competing methodologies without written permission.

Development reference for the data team (AWS)

Purpose. This is the single map of where every value in the FRAME dashboard comes from and who reads it. It exists to enforce one rule: **a value is measured once, by one owner, and every other dimension binds to that value rather than recalculating it.** Independent recalculation is the failure mode this document prevents.

The load-bearing fact: a value is keyed by metric AND contract. A plan runs one contract or many (a TPA funnel alone can hold a union ASA, non-union PPO, non-union HMO, and metal-tier variants). The same metric under two contracts is **two distinct keyed values** with their own targets, actuals, and dispositions. The composite key `{metric_id, contract_id}` is the unit of the crosswalk. This maps cleanly to a DynamoDB composite primary key (partition `metric_id`, sort `contract_id`) or a relational table with a `(metric_id, contract_id)` unique constraint.

1. The entity (code against this)

```
{
  "value_id": "string — synthetic key, = metric_id + ':' + contract_id",
  "metric_id": "string — stable id of the metric (e.g. 'generic_discount')",
  "contract_id": "string — stable id of the contract this instance falls under; 'PLAN' for plan-level values not tied to a single contract",
  "label": "string — human-readable metric name",

  "owner_domain": "enum — FINANCING | RWP | ACCOUNTABILITY | METRICS | EMPLOYEE_FOCUS",
  "reader_domains": ["enum[] — domains that READ this value; never recalculate"],
```

Internal development guide. FRAME™ is a trademark of Healthcare Rebel Alliance, registered in the State of Wisconsin. Federal trademark registration is pending. The FRAME methodology, its dimension structure, agent architecture, gate logic, finding format, and the analysis presented here are the intellectual property of Healthcare Rebel Alliance and are protected by trademark, copyright, and trade secret law. Reproduction, distribution, or derivative use without written permission is prohibited. © Healthcare Rebel Alliance. All rights reserved.

CONFIDENTIAL, PROPRIETARY, AND A TRADE SECRET ONLY TO BE USED FOR DEVELOPMENT PURPOSES

"becomes_obligation_in_accountability": "boolean — does a finding on this wrap into a tracked Accountability action",

"tier": "enum — REGULATORY_FLOOR | CONTRACT_BACKED | COMMITTEE_WATCHED | OWNED_COST (Financing arithmetic) | DERIVED",

"arbiter": "enum — LAW | CONTRACT | COMMITTEE | ARITHMETIC — what sets the target/standard",

"miss_consequence": "enum — EXPOSURE | CREDIT | INFORMATIONAL | NONE",

"source_feed": "enum — CONTRACT | PBM_CLAIMS | MEDICAL_CLAIMS | WELLNESS_BENEFITS | VENDOR_REPORT | VENDOR_GRIEVANCE_LOG | RISK_MODEL | COMMITTEE_ENTRY | DERIVED",

"actual_value": "nullable — the measured result; null until supplied",

"target_value": "nullable — from contract (CONTRACT_BACKED), law (REGULATORY_FLOOR), or committee (COMMITTEE_WATCHED)",

"data_status": "enum — AVAILABLE | PARTIAL_INFERRED | NOT_DISCLOSED | NO_CONTRACT | PENDING_REPORT",

"disposition": "nullable enum — MET | NOT_MET | UNKNOWN (year-end, METRICS-owned)",

"promotable": "boolean — COMMITTEE_WATCHED can promote to CONTRACT_BACKED if found in contract",

"citation": "nullable — for REGULATORY_FLOOR, the legal source (e.g. '29 CFR 2560.503-1')"

}

Hard rules the schema enforces:

1. `owner_domain` appears exactly once per `value_id`. `reader_domains` never includes a recalculation path — readers consume `actual_value`, they do not recompute it.
2. `data_status` of `NOT_DISCLOSED`, `NO_CONTRACT`, or `PENDING_REPORT` **propagates**: any DERIVED value computed from such an input inherits the worst input status and **never renders a number or zero**.

Internal development guide. FRAME™ is a trademark of Healthcare Rebel Alliance, registered in the State of Wisconsin. Federal trademark registration is pending. The FRAME methodology, its dimension structure, agent architecture, gate logic, finding format, and the analysis presented here are the intellectual property of Healthcare Rebel Alliance and are protected by trademark, copyright, and trade secret law. Reproduction, distribution, or derivative use without written permission is prohibited. © Healthcare Rebel Alliance. All rights reserved.

CONFIDENTIAL, PROPRIETARY, AND A TRADE SECRET ONLY TO BE USED FOR DEVELOPMENT PURPOSES

3. `disposition` is owned by METRICS only (the year-end stamp). RWP reads the same `actual_value` quarterly as a trajectory; it does not set `disposition`.
4. Two gates precede scoring: no `target_value` because contract absent → `NO_CONTRACT`; no `actual_value` because report absent → `PENDING_REPORT`. These are distinct and raise separate Accountability findings.
5. Where tiers overlap on one metric, the **strictest applicable** `target_value` governs, but only `REGULATORY_FLOOR` carries `miss_consequence = EXPOSURE`.

2. One metric, many contracts — worked example

`generic_discount` exists under two PBM contracts with different promised targets. Two rows, two keys, never merged:

```
[
  {
    "value_id": "generic_discount:PBM_UNION_ASA",
    "metric_id": "generic_discount",
    "contract_id": "PBM_UNION_ASA",
    "owner_domain": "METRICS",
    "reader_domains": ["RWP", "FINANCING"],
    "tier": "CONTRACT_BACKED",
    "arbiter": "CONTRACT",
    "miss_consequence": "CREDIT",
    "source_feed": "VENDOR_REPORT",
    "actual_value": 0.84,
    "target_value": 0.88,
    "data_status": "AVAILABLE",
    "disposition": "NOT_MET"
  },
  {
    "value_id": "generic_discount:PBM_NONUNION_PPO",
    "metric_id": "generic_discount",
```

Internal development guide. FRAME™ is a trademark of Healthcare Rebel Alliance, registered in the State of Wisconsin. Federal trademark registration is pending. The FRAME methodology, its dimension structure, agent architecture, gate logic, finding format, and the analysis presented here are the intellectual property of Healthcare Rebel Alliance and are protected by trademark, copyright, and trade secret law. Reproduction, distribution, or derivative use without written permission is prohibited. © Healthcare Rebel Alliance. All rights reserved.

CONFIDENTIAL, PROPRIETARY, AND A TRADE SECRET ONLY TO BE USED FOR DEVELOPMENT PURPOSES

```

"contract_id": "PBM_NONUNION_PPO",
"owner_domain": "METRICS",
"reader_domains": ["RWP", "FINANCING"],
"tier": "CONTRACT_BACKED",
"arbiter": "CONTRACT",
"miss_consequence": "CREDIT",
"source_feed": "VENDOR_REPORT",
"actual_value": null,
"target_value": null,
"data_status": "NO_CONTRACT",
"disposition": null
}
]

```

The first is scored MET/NOT_MET against its own 88% target. The second cannot be scored: its contract is not on file, so `data_status = NO_CONTRACT` and it raises an Accountability "contract not on file" finding — distinct from a missing report. Same `metric_id`, different `contract_id`, different state. **Never collapse them to one number.**

3. The crosswalk table

`contract_scope`: ONE = instance is per-contract (keyed by metric+contract); PLAN = single plan-level value (`contract_id = 'PLAN'`).

Metric / value	Owner	Readers	Tier	Arbiter	Miss →	Source feed	Contract	Obligation in Acct
----------------	-------	---------	------	---------	--------	-------------	----------	--------------------

Internal development guide. FRAME™ is a trademark of Healthcare Rebel Alliance, registered in the State of Wisconsin. Federal trademark registration is pending. The FRAME methodology, its dimension structure, agent architecture, gate logic, finding format, and the analysis presented here are the intellectual property of Healthcare Rebel Alliance and are protected by trademark, copyright, and trade secret law. Reproduction, distribution, or derivative use without written permission is prohibited. © Healthcare Rebel Alliance. All rights reserved.

CONFIDENTIAL, PROPRIETARY, AND A TRADE SECRET ONLY TO BE USED FOR DEVELOPMENT PURPOSES

							op e	
Spend by categ ory/ch annel	FINANC ING	—	OWNED_ COST	ARITH METIC	NONE	PBM/MEDIC AL/WELLNE SS claims	PL AN + pe r-c ont rac t	no
PEPM (by contra ct / blend ed)	FINANC ING	RWP	OWNED_ COST	ARITH METIC	NONE	MEDICAL_C LAIMS + enrollment	O NE	no
Site-of -savin gs gross/ net	FINANC ING	—	DERIVED	ARITH METIC	NONE	MEDICAL_C LAIMS (by POS)	O NE	no
Rebat e-lag carryin g cost	FINANC ING	—	DERIVED	ARITH METIC	NONE	PBM_CLAIM S	O NE	no
Net stop-l oss cost	FINANC ING	—	DERIVED	ARITH METIC	NONE	stop-loss + claims	O NE	no

Internal development guide. FRAME™ is a trademark of Healthcare Rebel Alliance, registered in the State of Wisconsin. Federal trademark registration is pending. The FRAME methodology, its dimension structure, agent architecture, gate logic, finding format, and the analysis presented here are the intellectual property of Healthcare Rebel Alliance and are protected by trademark, copyright, and trade secret law. Reproduction, distribution, or derivative use without written permission is prohibited. © Healthcare Rebel Alliance. All rights reserved.

CONFIDENTIAL, PROPRIETARY, AND A TRADE SECRET ONLY TO BE USED FOR DEVELOPMENT PURPOSES

Risk-adjusted expected vs actual	RWP	EMPLOYEE_FOCUS	DERIVED	ARITHMETIC	NONE	RISK_MODEL + claims	PLAN	no
Trend vs benchmark (incurred)	RWP	—	DERIVED	ARITHMETIC	NONE	MEDICAL_CLAIMS	PLAN	no
Generic discount actual	METRICS	RWP, FINANCING	CONTRACT_BACKED	CONTRACT	CREDIT	VENDOR_REPORT	ONE	yes (on miss)
Rebate per brand script	METRICS	RWP, FINANCING	CONTRACT_BACKED	CONTRACT	CREDIT	VENDOR_REPORT	ONE	yes (on miss)
Claims-processing accuracy	METRICS	RWP	CONTRACT_BACKED	CONTRACT	CREDIT	VENDOR_REPORT	ONE	yes (on miss)
Network discount	METRICS	RWP, FINANCING	CONTRACT_BACKED	CONTRACT	CREDIT	VENDOR_REPORT	ONE	yes (on miss)

Internal development guide. FRAME™ is a trademark of Healthcare Rebel Alliance, registered in the State of Wisconsin. Federal trademark registration is pending. The FRAME methodology, its dimension structure, agent architecture, gate logic, finding format, and the analysis presented here are the intellectual property of Healthcare Rebel Alliance and are protected by trademark, copyright, and trade secret law. Reproduction, distribution, or derivative use without written permission is prohibited. © Healthcare Rebel Alliance. All rights reserved.

CONFIDENTIAL, PROPRIETARY, AND A TRADE SECRET ONLY TO BE USED FOR DEVELOPMENT PURPOSES

nt
(TPA)

340B identifi cation / captur e	METRIC S	RWP	CONTRAC T_BACKE D	CONTR ACT	CREDI T	PBM_CLAIM S	O NE	yes (on miss)
Perfor manc e credit owed	RWP	FINANC ING, ACCOU NTABILI TY	DERIVED	CONTR ACT	CREDI T	derived from Metrics actual	O NE	yes
Denial / appea l counts & reaso ns	RWP	EMPLO YEE_FO CUS	DERIVED	ARITH METIC	NONE	MEDICAL_C LAIMS	PL AN + pe r-c ont rac t	yes (action items)
AI involv ement in denial s	METRIC S	RWP, ACCOU NTABILI TY, EMPLO YEE_FO CUS	DERIVED	—	NONE	VENDOR_R EPORT	PL AN	yes (if NOT_D ISCLO SED)

Internal development guide. FRAME™ is a trademark of Healthcare Rebel Alliance, registered in the State of Wisconsin. Federal trademark registration is pending. The FRAME methodology, its dimension structure, agent architecture, gate logic, finding format, and the analysis presented here are the intellectual property of Healthcare Rebel Alliance and are protected by trademark, copyright, and trade secret law. Reproduction, distribution, or derivative use without written permission is prohibited. © Healthcare Rebel Alliance. All rights reserved.

CONFIDENTIAL, PROPRIETARY, AND A TRADE SECRET ONLY TO BE USED FOR DEVELOPMENT PURPOSES

NSA arbitra tion outco me	RWP	EMPLO YEE_FO CUS	DERIVED	—	NONE	MEDICAL_C LAIMS + IDR	O NE (ro ute s by O O N co ver ag e)	yes
Prior-a uth / urgent decisi on timing	METRIC S	RWP, EMPLO YEE_FO CUS	REGULAT ORY_FLO OR	LAW	EXPOS URE	VENDOR_R EPORT / claims	PL AN + pe r-c ont rac t	yes (check w/ counsel)
Appea l & extern al-revi ew timing	METRIC S	RWP, EMPLO YEE_FO CUS	REGULAT ORY_FLO OR	LAW	EXPOS URE	VENDOR_R EPORT	PL AN	yes (check w/ counsel)
MHPA EA parity (NQTL)	METRIC S	RWP, EMPLO YEE_FO CUS	REGULAT ORY_FLO OR	LAW	EXPOS URE	VENDOR_R EPORT	PL AN	yes (check w/ counsel)

Internal development guide. FRAME™ is a trademark of Healthcare Rebel Alliance, registered in the State of Wisconsin. Federal trademark registration is pending. The FRAME methodology, its dimension structure, agent architecture, gate logic, finding format, and the analysis presented here are the intellectual property of Healthcare Rebel Alliance and are protected by trademark, copyright, and trade secret law. Reproduction, distribution, or derivative use without written permission is prohibited. © Healthcare Rebel Alliance. All rights reserved.

CONFIDENTIAL, PROPRIETARY, AND A TRADE SECRET ONLY TO BE USED FOR DEVELOPMENT PURPOSES

NSA member protections	METRICS	RWP, EMPLOYEES_FOCUS	REGULATORY_FLOOR	LAW	EXPOSURE	MEDICAL_CLAIMS	PLAN	yes (check w/ counsel)
Committee-watch metric	METRICS	RWP (optional)	COMMITTEE_WATCHED	COMMITTEE	INFORMATIONAL	COMMITTEE_ENTRY / feed	OPTIONAL	optional
Vendor grievance volume/theme	EMPLOYEES_FOCUS	—	DERIVED	—	NONE	VENDOR_GRIEVANCE_LOG	peer-reviewed	optional
Year-end disposition (per guarantee)	METRICS	FINANCING, ACCOUNTABILITY	DERIVED	(inherits)	(inherits)	derived from actual vs target	OPTIONAL	yes
Filing status (5500/RxDC/etc.)	ACCOUNTABILITY	—	—	LAW	EXPOSURE	confirmation artifact	PLAN	self (is the obligation)

Internal development guide. FRAME™ is a trademark of Healthcare Rebel Alliance, registered in the State of Wisconsin. Federal trademark registration is pending. The FRAME methodology, its dimension structure, agent architecture, gate logic, finding format, and the analysis presented here are the intellectual property of Healthcare Rebel Alliance and are protected by trademark, copyright, and trade secret law. Reproduction, distribution, or derivative use without written permission is prohibited. © Healthcare Rebel Alliance. All rights reserved.

CONFIDENTIAL, PROPRIETARY, AND A TRADE SECRET ONLY TO BE USED FOR DEVELOPMENT PURPOSES

Governance / best-practice items	ACCOU NTABILI TY	—	—	COMMI TTEE/L AW	—	COMMITTE E_ENTRY	PL AN	self
Committee action (shared object)	ACCOU NTABILI TY	—	—	—	—	reads other dims	PL AN or pe r-c ont rac t	self

4. Routing rules (plain language for the build)

- Provenance.** `owner_domain` measures; `reader_domains` read. No reader recomputes. One source of truth per `value_id`.
- Contract key.** Every `CONTRACT_BACKED` and `REGULATORY_FLOOR` value is keyed `{metric_id, contract_id}`. Same metric, different contract = different row. PLAN-scope values use `contract_id = 'PLAN'`.
- Two gates.** Contract sets `target_value`; feed/report sets `actual_value`. Missing contract → `NO_CONTRACT`; missing report → `PENDING_REPORT`. Distinct findings, distinct fixes.
- One cause, one finding.** A missing report raises ONE Accountability finding per vendor per report (not one per metric). A field absent inside a delivered report raises one finding per field.
- Status propagation.** `NOT_DISCLOSED` / `NO_CONTRACT` / `PENDING_REPORT` propagate to anything `DERIVED` from them and never render as a number or zero.

Internal development guide. FRAME™ is a trademark of Healthcare Rebel Alliance, registered in the State of Wisconsin. Federal trademark registration is pending. The FRAME methodology, its dimension structure, agent architecture, gate logic, finding format, and the analysis presented here are the intellectual property of Healthcare Rebel Alliance and are protected by trademark, copyright, and trade secret law. Reproduction, distribution, or derivative use without written permission is prohibited. © Healthcare Rebel Alliance. All rights reserved.

CONFIDENTIAL, PROPRIETARY, AND A TRADE SECRET ONLY TO BE USED FOR DEVELOPMENT PURPOSES

6. **Temporal split.** RWP reads `actual_value` quarterly (trajectory). METRICS owns `disposition` (year-end MET/NOT_MET/UNKNOWN). Same value, different point in life.
7. **Disposition triggers.** NOT_MET → performance credit (RWP sizes, Financing collects) + Accountability renewal/record. UNKNOWN → one Accountability open item per vendor to obtain data. MET → recorded in prudence record.
8. **Strictest standard.** Where REGULATORY_FLOOR, CONTRACT_BACKED, and COMMITTEE_WATCHED overlap on one metric, judge against the tightest target; only REGULATORY_FLOOR breach is EXPOSURE.
9. **Accountability wraps, does not own.** Findings keep their `owner_domain`; Accountability creates the `committee_action` obligation around them (`becomes_obligation_in_accountability = true`). The Q2-minutes pattern: one `committee_action` surfaced in multiple Accountability views, not re-entered.
10. **Employee Focus asserts vendor failure, never participant harm.** Values it reads describe vendor performance against an obligation; no value is a claim about a participant's experience.
11. **Extensibility.** COMMITTEE_WATCHED metrics, committee-defined Employee Focus watch items, and counsel-added Accountability items are the same pattern: a committee-originated record with an origin tag, `promotable` to a stricter tier if a contractual or legal basis is later found.

5. Harmonization with established FRAME methodology

This dashboard build was specified independently of the prior FRAME engagement methodology (the agent/gate architecture, the Vendor Promise Capture Register, the analytical conventions). The two are **one system**; this section maps the vocabulary and imports the constructs the dashboard initially omitted, so the dev team does not build two things.

5a. Vocabulary map (dashboard term ↔ methodology term)

Dashboard term (this build)	Established methodology term	Notes
-----------------------------	------------------------------	-------

Internal development guide. FRAME™ is a trademark of Healthcare Rebel Alliance, registered in the State of Wisconsin. Federal trademark registration is pending. The FRAME methodology, its dimension structure, agent architecture, gate logic, finding format, and the analysis presented here are the intellectual property of Healthcare Rebel Alliance and are protected by trademark, copyright, and trade secret law. Reproduction, distribution, or derivative use without written permission is prohibited. © Healthcare Rebel Alliance. All rights reserved.

CONFIDENTIAL, PROPRIETARY, AND A TRADE SECRET ONLY TO BE USED FOR DEVELOPMENT PURPOSES

Contract-backed metric	Vendor Promise / Performance Promise	Captured by the Vendor Promise Capture Agent; the register row IS the contract-backed metric definition
Year-end vendor scorecard	Quarterly Report Card Synthesis → Quarterly Scorecard	Synthesis-tier output; "Scorecard" suffix
Metrics intake (gate 1 contract / gate 2 source)	Vendor Promise Capture Register (promise side) + Performance Promise Verification Agent (realized side)	Register = target_value; verification = actual_value; gap = what RWP reads

Internal development guide. FRAME™ is a trademark of Healthcare Rebel Alliance, registered in the State of Wisconsin. Federal trademark registration is pending. The FRAME methodology, its dimension structure, agent architecture, gate logic, finding format, and the analysis presented here are the intellectual property of Healthcare Rebel Alliance and are protected by trademark, copyright, and trade secret law. Reproduction, distribution, or derivative use without written permission is prohibited. © Healthcare Rebel Alliance. All rights reserved.

CONFIDENTIAL, PROPRIETARY, AND A TRADE SECRET ONLY TO BE USED FOR DEVELOPMENT PURPOSES

Not-met disposition → credit	Contractual remedy on miss (verbatim)	Remedy is captured verbatim; the demand is the committee's call with counsel
Rebate-lag flag (Financing)	Captured-Float Convention	See 5c — adopt the canonical 5% framing
becomes_obligation_in_accountability	Gate flags (Gate 2 / Gate 3 firing)	See 5b — a promise can be both a Metrics commitment and an Accountability finding

Client-facing label rule (IP protection). Internal architecture names never appear in client deliverables. The mapping is by suffix: **Flag** = compliance finding, **Comparator / Channel** = opportunity finding, **Scorecard** = synthesis. A contract-backed metric surfaces to the committee as a **Performance Promise Flag**. The schema carries this in `client_facing_label`.

5b. The three gates (imported)

A value's structure can fire a FRAME gate, making it simultaneously a Metrics commitment and an Accountability finding. The schema field is `gate_flags`:

- **Gate 1 — Conflict.** Broker/advisor receiving vendor compensation while making recommendations. Gates downstream vendor evaluations.

Internal development guide. FRAME™ is a trademark of Healthcare Rebel Alliance, registered in the State of Wisconsin. Federal trademark registration is pending. The FRAME methodology, its dimension structure, agent architecture, gate logic, finding format, and the analysis presented here are the intellectual property of Healthcare Rebel Alliance and are protected by trademark, copyright, and trade secret law. Reproduction, distribution, or derivative use without written permission is prohibited. © Healthcare Rebel Alliance. All rights reserved.

CONFIDENTIAL, PROPRIETARY, AND A TRADE SECRET ONLY TO BE USED FOR DEVELOPMENT PURPOSES

- **Gate 2 — Reasonableness.** 29 U.S.C. § 1108(b)(2)(B)(ii)(II): the committee must understand how compensation amount is determined. Fires on opaque calculation (e.g. "shared savings" with no gross-payment data).
- **Gate 3 — Prohibited Transaction.** Fires regardless of disclosure; disclosure does not cure ERISA § 406. Fires on affiliated-party / self-dealing structure. Strengthened post-*Cunningham v. Cornell University*, 145 S. Ct. 1284 (2025).

A single value can fire multiple gates; **Gate 2 + Gate 3** (affiliated party whose reasonableness cannot be verified) is the most common pair. **Client-facing renames:** Reasonableness Risk, Prohibited Transaction Risk — the gate numbering stays internal.

5c. The rebate ledger and the captured-float convention (imported)

- **Rebate ledger separation.** A rebate guarantee is a contract-backed metric, but **ledger = REBATE** forces it onto the rebate ledger so verification asks **two** questions: did the vendor hit the guaranteed amount, AND is the realized rebate flowing to the plan as a **plan asset** or being absorbed as a **fee offset**. Rebates are plan assets, not fee offsets; this field prevents collapse into the fee analysis.
- **Captured-Float Convention.** FRAME applies a **5% annual rate** to dollars the vendor holds during contractually-required payment lags. Load-bearing framing: the float is **captured by the vendor, not earned by the plan** (the plan is not the lender); 5% is **not a market rate of return**; float **scales with delay**. Two float vehicles are additive: discount-guarantee-recovery float (event-driven) and structural rebate float (per payment schedule). The Financing rebate-lag flag (guide section, Financing part) should use this convention verbatim.

5d. Verbatim-capture and citation discipline (imported)

- **Commitment captured verbatim** (`commitment_verbatim`), never paraphrased — verification turns on the exact words.
- **Remedy captured verbatim** (`remedy_verbatim`); the register records that the contract specifies remedy X, it does **not** assert the plan should demand it. That move is the committee's with counsel — the verbatim-only rule holds the UPL line.

Internal development guide. FRAME™ is a trademark of Healthcare Rebel Alliance, registered in the State of Wisconsin. Federal trademark registration is pending. The FRAME methodology, its dimension structure, agent architecture, gate logic, finding format, and the analysis presented here are the intellectual property of Healthcare Rebel Alliance and are protected by trademark, copyright, and trade secret law. Reproduction, distribution, or derivative use without written permission is prohibited. © Healthcare Rebel Alliance. All rights reserved.

CONFIDENTIAL, PROPRIETARY, AND A TRADE SECRET ONLY TO BE USED FOR DEVELOPMENT PURPOSES

- **Unverifiable-as-structured is itself a finding (verifiability):** a promise the vendor structured to be unauditable routes to a Service Disclosure Flag, never a quiet drop.
 - **Citation discipline:** only the engagement plan's own contract sources a finding against that plan. Cross-reference to another plan's contract is permitted only when that contract is from a public entity subject to open-records law AND lawfully publicly obtained.
-

6. Open / roadmap (not yet keyable)

- **Clinical & utilization (RWP)** — measurement model undefined; no values yet.
- **OON-coverage value metric (NSA-with-OON contracts)** — Financing-watched, roadmap.
- **Direct participant-report channel (Employee Focus)** — roadmap; intake, HIPAA, deidentification, and re-identification gate to be designed before any value is keyed.

Internal development guide. FRAME™ is a trademark of Healthcare Rebel Alliance, registered in the State of Wisconsin. Federal trademark registration is pending. The FRAME methodology, its dimension structure, agent architecture, gate logic, finding format, and the analysis presented here are the intellectual property of Healthcare Rebel Alliance and are protected by trademark, copyright, and trade secret law. Reproduction, distribution, or derivative use without written permission is prohibited. © Healthcare Rebel Alliance. All rights reserved.

CONFIDENTIAL, PROPRIETARY, AND A TRADE SECRET ONLY TO BE USED FOR DEVELOPMENT PURPOSES