

PROVIDER AGREEMENT FOR
SPECIAL PHARMACEUTICAL BENEFITS PROGRAM

NPI NUMBER									

This Agreement made by and between the Pennsylvania Department of Aging, or its Authorized Agent (hereinafter “Program”), on behalf of the Department of Public Welfare, Special Pharmaceutical Benefits Program (hereinafter “SPBP”) and

_____ (hereinafter the “Provider”) sets forth the terms and conditions governing participation in SPBP. The parties to this Agreement agree as follows:

I. PROVIDER RESPONSIBILITIES

- A. The Provider agrees to participate in the SPBP, and in the course of such participation to comply with all federal and Pennsylvania laws generally and specifically governing participation in the Pennsylvania Medical Assistance Program. The forgoing include but are not limited to: Title 55, Pa. Code Chapter 1101; 1101.77; 1121.42(1); 1121.53; 1121.55; 1121.56; 1123.51; 1123.52; 1123.60-1123.62; 1150; Appendix A to Chapter 1150; the provisions of all applicable Medical Assistance Provider Bulletins and the regulations adopted by the Department of Public Welfare. The Provider agrees to be knowledgeable of and to comply with rules, regulations, rates and fees schedules promulgated under such laws and any amendments thereto.
- The Provider agrees to not use or disclose any information provided under this agreement except as may be necessary to fulfill his/her responsibilities under this agreement.
- The Provider shall maintain the confidentiality of medical records of individuals served by the Provider and shall also abide by all appropriate confidentiality laws and regulations including, but not limited to, the Confidentiality of HIV-Related Information Act 1990-48, 35 P.S. Section 7601. The Provider further agrees that any information received will not be disclosed to third parties without appropriate authorization.
- B. The submission by or on behalf of the Provider of any claim for payment under the SPBP shall constitute certification by the Provider that:
- the services or items for which payment is claimed were actually provided by the Provider identified by the NPI (National Provider Identifier) Number on this Agreement to the person identified as the Cardholder; and
 - the services or items for which payment is claimed have been dispensed in accordance with the legal and regulatory requirements governing the Program and that payment is conditioned on compliance with these requirements; and
 - the claim does not exceed the Provider’s usual charge for the same items or equivalent services provided to persons who are not SPBP cardholders.
- C. The Provider agrees to maintain all records necessary to disclose the extent of services the Provider furnishes to cardholders. The Provider further agrees to maintain all hard-copy prescriptions and/or computer documentation as required by applicable rules and regulations. Failure to comply with this section shall constitute a violation of this Agreement and the regulations.
- D. The Provider agrees to furnish the Department of Public Welfare, or its agent, the Inspector General Office, the Department of Health and Human Services and the Medicaid Fraud Control Unit with any information it may request regarding records and payments claimed by the Provider for furnishing services. These records must be readily available for review, inspection and photocopying at the Provider’s principal place of business. When evidence warrants it, SPBP will obtain a court order to seize hardcopies of records for SPBP cardholders from the principal place of business for a period not to exceed seven (7) days. The Provider further agrees to fully cooperate with the SPBP or its agents in the conduct of its utilization review responsibilities. The Provider further agrees to respond in a complete manner to inquiries by the SPBP or its agents within seven (7) days of such request. Failure to cooperate with the SPBP or its agents in these areas will lead to termination of this Agreement.
- E. The Provider agrees to furnish the Department of Public Welfare, or its agent, the Inspector General Office, the Department of Health and Human Services and the Medicaid Fraud Control Unit within seven (7) days of request, information related to business transactions which shall include, but not limited to, full and complete information about:
- the ownership of subcontractor (lessor/lessee) with whom the Provider has had business transactions totaling more than \$25,000 during the 12-month period ending on the date of the request; and
 - any significant business transactions between the Provider and any supplier wholly owned by the Provider, or between the Provider and any subcontractor of the Provider, during the five year period ending on the date of the request.
- F. The Provider represents that the information submitted in or with the application for enrollment to participate in the SPBP and from which this agreement ensued is true, accurate and complete. The Provider further agrees that such representation shall be a continuing one and that the Provider shall notify the SPBP, in writing, within fifteen (15) days of its occurrence if any fact which arises or is discovered subsequent to the date of the application which affects the truth, accuracy or completeness of such representation. This requirement includes, but is not limited to, the requirement to report changes in ownership, corporate officers, or licensed pharmacists with fifteen (15) days of said change. Failure to report such changes would be considered a violation of this Agreement and may result in the disallowance of claims.
- G. This Agreement is specific to the Provider and may not be assigned by the Provider without prior written approval by the SPBP.
- H. In no event shall a Provider deny services to a Claimant based on the reimbursement rate for a particular prescription drug claim.
- I. The Provider agrees to maintain all hard-copy records and computer documentation for four years at the principle place of business. Failure to comply with this section shall constitute a violation of this Agreement.
- J. The Provider agrees to dispense, as authorized by the prescribing physician, prescription drug products as authorized by the SPBP formulary, including those sold under brand names, having the same generic name, dosage form and labeled potency.
- K. The Provider agrees to only submit claims for reimbursement which accurately report the national drug code and/or the applicable procedure code of the product dispensed or the service rendered. The Provider shall be responsible for the updating of software that contains the national drug code and/or applicable procedure code information to the extent that Provider’s inventory is accurately indicated among the national drug codes and/or procedure codes within the third party software used to process a claim.
- L. The Provider agrees to verify cardholder eligibility prior to submission of any claim for reimbursement. The Provider also agrees that no recourse against the cardholder shall exist if this requirement is not met and reimbursement by SPBP is denied. The Provider further agrees to accept as payment-in-full reimbursement made by a Claimant’s Medicare Parts B or D Plan or Medicare Advantage

Plan as the primary payor, and the Program as the secondary payor for co-payment purposes only. The Provider acknowledges that the Program may not reimburse any claim that is reimbursable by a Medicare Part D Plan or Medicare Advantage Plan, even if the Provider does not participate in the Medicare Part D Plan.

- M. The Provider agrees to all terms and conditions of the PACE On-Line Claims Adjudication System and Electronic Funds Transfer. Failure to utilize the On-Line Claims Adjudication System AT THE TIME OF PRESENTATION AND PRIOR TO BILLING for the Provider’s services will lead to termination of this agreement for cause.
- N. The Provider agrees to comply with the privacy and security standards provision of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and its regulations. See generally 45 C.F.R. Parts 160 and 164. Provider further agrees it shall obtain a National Provider Identifier from the National Provider System by May 23, 2007. See 45 C.F.R. 162.410. Provider agrees that any violation of this provision is a breach of this Agreement and grounds for termination.
- O. The Provider agrees that in no case shall the claimant be charged more than the price of the drug at the Provider’s place of business on the date of sale.
- P. The Provider and the Program recognize that in actual economic practice, overcharges by its suppliers, manufacturers and suppliers to manufacturers resulting from violation of state or federal antitrust laws are in fact borne by the Commonwealth of Pennsylvania. The Provider assigns and shall require its suppliers, manufacturers and suppliers to assign to the Commonwealth of Pennsylvania all rights, titles, and interest in any claims the Provider, its suppliers, manufacturers or suppliers to manufacturers now have or may hereafter acquire under state of federal antitrust laws relating to products which are subject to this contract.
- Q. The Provider agrees to provide any assistance to maintain the SPBP as the payor of last resort. Where other Third Party Benefit Payment is suspected, included but not limited to Insurance Coverage, Public Assistance, Union/Trust Funds, or Retirement Programs, the Provider shall use reasonable judgment to ascertain such services are not available before billing the SPBP, unless prior written approval has been obtained from the SPBP waiving this requirement.

II. PROHIBITED ACTS AND CRIMINAL PENALTIES

It shall be unlawful for any person to submit a false or fraudulent claim or application; to aid or abet another in the submission of a false or fraudulent claim or application; to receive benefits or reimbursement under a private, state or federal program for assistance and claim or receive duplicate benefits hereunder; to solicit, receive, offer or pay any kickback, bribe or rebate, in cash or in-kind, from or to any person in connection with furnishing of services under this Agreement; or to otherwise violate any provision of this Agreement. Any person who commits a prohibited act may be charged with a criminal offense, pursuant to the provision of Title 18 of the Pennsylvania Consolidated Statutes (Relating to Crimes and Offenses).

III. PROGRAM RESPONSIBILITIES

- A. The Program agrees to reimburse the Provider in accordance with all applicable federal and state statutes and regulations for services covered under the Pennsylvania SPBP, which are rendered to SPBP eligible individuals.
- B. The Program will adjust payment to the Provider for the amount of any disapproved cost or expenditure in connection with this Agreement.
- C. The Program shall make a good faith effort to mail all Providers, no less than ten (10) days before implementation, all final regulations and bulletins in connection with this Agreement.

IV. EFFECTIVE DATE AND TERM OF AGREEMENT

The Provider must sign and submit all copies of this Agreement to the Program. The Program will in turn sign and return one copy to the Provider, thus indicating official enrollment in the Program. The effective date of this Agreement shall be the date on which it is signed by the Program’s Authorized Agent. This Agreement shall remain in effect until terminated by either party. Termination of this Agreement shall not relieve the Provider of hi/her obligation to retain records and make restitution of overpayments for services or items furnished prior to termination.

V. TERMINATION OF AGREEMENT

- A. The parties recognize that a Provider’s failure to comply with the terms of this Agreement constitutes grounds for suspension and/or termination of the Agreement pursuant to 6 PA Code Section 22.84.
- B. This Agreement may be terminated by either party upon thirty (30) days advance written notice or upon such notice as permitted by law or regulation to the other party.
- C. In the event a Provider is terminated or suspended for cause from the SPBP and such termination or suspension shall have been determined to have been done without just cause, the Provider shall be reimbursed for all services rendered during the period of unjust termination or suspension, so long as the Provider complied with all rules and regulations during the period of termination or suspension

VI. DISPUTES

All questions or disputes arising between the parties hereto respecting payment pursuant to this Agreement shall be referred to the Bureau of Hearings and Appeals of the Department of Public Welfare for adjudication if all good faith effort on the part of the Provider and the Program fails to resolve the dispute

Any alterations, variations, modifications or waivers of provisions of this Agreement shall not be valid without written consent of both the Provider and the Program in consultation with the Department.

Owner or Authorized Agent Signature

Date

SPBP Program Signature or Authorized Signature

Effective Date

Medicaid Number:_____
(required)

Medicare Number: _____