

## *Credentialing and Medicare Attestation*

Pharmacy shall review the OIG List of Excluded Individuals and Entities (LEIE List) and GSA exclusion list prior to hiring or contracting any prospective, potential, an actual employee, contractor, or agent that will be providing services to directly or indirectly ("Covered Individual"), and periodically thereafter (in all events no less than monthly), to ensure that all Covered Individuals are not excluded from participation in government funded health care programs. Pharmacy has subscribed to the OIG LISTSERV via the OIG Website at: <http://oig.hhs.gov/maillinglist.asp> to receive immediate notice of updates to the LEIE.

Pharmacy shall notify Third Party Station immediately in the event Pharmacy or its employee, contractor, or agent has been excluded from participation in government funded health care programs or any other event that makes Pharmacy or the individual ineligible to perform work related directly or indirectly to government funded health care programs. Pharmacy shall immediately remove any such entity or individual from responsibility for, or involvement in, administering or providing services to PBM under the Agreement and shall take appropriate corrective actions. Pharmacy will have an obligation to: (i) immediately notify Third Party Station in writing of such ineligible person status, and (ii) within twenty four hours (24) of such notice.

Neither Pharmacy, nor any person or entity by or under contract with Pharmacy, has had any license suspension, revocation, or restriction, nor has been subject to any other professional disciplinary action, within the last five (5) years, nor is any action or proceeding currently pending that may reasonably result in any such action. Pharmacy provides beneficiaries with the "Medicare Prescription Drug Coverage and Your Rights" notice upon receiving a point-of-sale or otherwise noted notification regarding such notice. (CMS-1047) Pharmacy will comply with Plan/PBM Pharmacy manuals as applicable which can be found under each PBM/Plan's website or online via the Third Party Station Members area of [www.pharmacyfirst.com](http://www.pharmacyfirst.com).

All services or other activities performed by Pharmacy pursuant to the agreements with each respective payer shall comply and be consistent with Plan's contractual obligations to CMS under the Program.

Pharmacy hereby agrees to comply with all applicable Federal and state laws, regulations and Program instructions issued by CMS. Applicable state laws and regulations shall include, but not be limited to, the minimum standards for Pharmacy practice as established

by the state(s) in which Pharmacy practices and confidentiality and security provisions stated in the regulations for the program at 42 CFR §423.136.

Pharmacy has conducted compliance and fraud, waste, and abuse training at the time of hire and annually thereafter of its employees and other persons who administer or deliver the Medicare Part D benefit. Pharmacy also certifies that it complies with a Quality Assurance Program.

Pharmacy shall submit claims for Program Beneficiaries to the Pharmacy claims processor designated by the Part D Plan. Pharmacy shall transmit claims electronically using the current standard NCPDP Version. Pharmacy acknowledges and agrees that the necessary claims processing obligations agreement will be accomplished in whole, or in part, by the implementation of a continuous, real time, on-line claims adjudication system that interfaces between Plan's computers, or the computers of the Pharmacy claims processor designated by Plan, and Pharmacy's computers or terminals.

In accordance with Program requirements, Pharmacy shall, after a Prescription Drug is dispensed at the point-of-sale, inform each Beneficiary presenting a prescription for a Prescription Drug of any difference between the price of the prescribed drug and the lowest cost therapeutically equivalent and bio-equivalent generic drug available at the Pharmacy. Plan will, in most cases; provide the relative price information to Pharmacy via on-line messaging via the Point-of-Sale System. Pharmacy must provide this notice after the drug is dispensed at the point of sale or, in the case of dispensing by mail order, at the time of delivery of the drug. If and to the extent required by CMS, long-term care pharmacies must provide this notice by providing such information to Part D plan sponsor for inclusion in written explanation of benefits provided to Members. Unless otherwise required by CMS, the notice requirement in this Section does not apply to I/T/U pharmacies, long-term care network pharmacies (Including ICFMR/IMD facilities that meet the requirements of a medical institution receiving Medicaid payments for institutionalized individuals under section 1902(q)(1)(B) of the Social Security Act), or pharmacies located in any of the U.S. territories. 42 CFR 423.132(a), (b), and (c).

Pharmacy may not distribute printed information comparing the benefits of different Part D plans unless Pharmacy accepts and displays materials from all Part D plan sponsors. 42 CFR 423.2268(j).

Pharmacy must provide the negotiated prices to Member even if no benefits are payable to the Member for covered Part D drugs because of the application of any

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deductible or 100 percent coinsurance requirement following satisfaction of any initial coverage limit. 42 CFR 423.104(g)(1).

In accordance with 42 CFR 423.159 and 42 CFR 423.505(b)(6), Pharmacy will support and comply with electronic prescription standards developed by CMS once final standards are effective with respect to Members. In addition, Pharmacy will utilize NCPDP 5.1 Field 419 DJ – Prescription Origin Code so that the source of origin for prescriptions filled can be identified and reported.

In accordance with 42 CFR 423.505(i)(3)(ii) and (i)(4)(ii) and 42 CFR 422.504(i)(3)(ii) and (i)(4)(ii), in the event CMS or Part D plan sponsor determines that a Pharmacy has not performed satisfactorily, the delegated activities and reporting responsibilities of the Pharmacy may be revoked.

Pharmacy agrees that in no event shall Pharmacy attempt to collect an amount greater than the Cost Share Amount or charge any additional fee to a Beneficiary in connection with the purchase of a Covered Pharmaceutical Service covered by Plan and the Program.

Subject to Program requirements, Pharmacy agrees to provide patient counseling services in accordance with applicable state Pharmacy laws and regulations.

In accordance with Program requirements, Pharmacy agrees to maintain Beneficiary demographic data and an information system capable of concurrent drug utilization review that is designed to ensure the performance of a review of the prescribed drug therapy before a prescription is dispensed to a Beneficiary. Such concurrent drug utilization review system shall include, but not be limited to, screening for potential drug therapy problems due to therapeutic duplication, age or gender related contraindications, over-utilization and under-utilization, drug-drug interactions, incorrect drug dosage or duration of drug therapy, drug-allergy contraindications, and clinical abuse/misuse.

Pharmacy agrees that it shall implement and maintain a system that supports the use of the electronic prescribing standards as required by the Program and in accordance with the implementation deadline that is established by CMS.

In accordance with 42 CFR 423.505(e)(2), 42 CFR 423.505(i)(2), 42 CFR 422.504(e)(2), 42 CFR 422.504(i)(2)(ii), HHS, the Comptroller General, or their designees have direct access to (e.g., on site access) and the right to inspect, evaluate, and audit any pertinent contracts, books, computer or other electronic systems,

documents, papers, and records, including medical records, of the Pharmacy involving transactions related to Part D plan sponsor's contract with CMS or that pertain to any aspect of services performed, reconciliation of benefit liabilities, and determination of amounts payable under Part D plan sponsor's contract with CMS. HHS, the Comptroller General, and their designees shall have direct access (e.g., on site access) to Pharmacy, and Pharmacy will make such books, computer or other electronic systems, and records directly available to HHS, the Comptroller General, or their designee for such inspection, evaluation, and audit. This right exists through ten (10) years from the final date of the contract period or from the date of completion of any audit, whichever is later. If Pharmacy receives a court order, subpoena, or governmental request relating to the respective payer and/or the services provided hereunder, Pharmacy shall provide Third Party Station in order to submit to the respective third party payer with prompt written notice of such order, subpoena, or request, and shall provide third party payer with copies of any pertinent contracts, books, documents, papers, and records, related to third party payer and/or the services provided hereunder that are provided in response to such order, subpoena, or request.

Pharmacy shall, and shall require each of its subcontractors to maintain all licenses, permits and prescription records, and otherwise be bound by and comply with the provisions of all applicable (i) state and Federal laws and regulations, and (ii) instructions issued by CMS, and shall act in accordance with the terms of the Agreement and this Addendum. Pharmacy agrees that Pharmacy Services provided by Pharmacy or its subcontractors to Beneficiaries will comply with Part D Plan Sponsors' Part D Plan's contractual obligations with CMS to the extent that such obligations are applicable to Pharmacy and have been provided to Pharmacy in writing.

Pharmacy has implemented and distributed to all of its employees and board members (or owners, if applicable) standards of conduct and compliance policies and procedures that are consistent with and meet CMS requirements. Pharmacy ensures that all of its employees, as a condition of employment, read and agree to comply with all written compliance policies and procedures and standards of conduct within 90 days of the date of hire, annually thereafter, and whenever policies and procedures and standards of conduct are revised or updated.

By submitting each claim, Pharmacy hereby certifies (based on best knowledge, information and belief) to the accuracy, completeness, and truthfulness of any claims

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data generated by Pharmacy or a subcontractor. Pharmacy and any subcontractor acknowledge that claims data will be used for the purpose of obtaining federal reimbursement.

In accordance with Program requirements set forth by each respective third party payer and on an ongoing basis, the third party payer has the right to monitor Pharmacy's performance under each respective agreement on an ongoing basis. Pharmacy agrees to reasonably cooperate with such monitoring.

Pharmacy hereby agrees that in no event, including, but not limited to, nonpayment by Plan, its corporate parent, any Plan subsidiary, affiliate or intermediary, or a Payor (each an "Entity") or the insolvency or breach of this Agreement by any Entity, shall Pharmacy bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against a Beneficiary or other person, other than Plan, acting on a Beneficiary's behalf, for Qualified Prescription Drug Coverage. This shall not prohibit Pharmacy from collecting the Cost Share Amount for a non-Qualified Prescription Drug delivered on a fee-for-service basis to any Beneficiary, which has not otherwise been paid by a

primary or secondary carrier in accordance with regulatory standards for Coordination of Benefits, from a Beneficiary in accordance with the terms of the Beneficiary's Benefit Program. Pharmacy must charge/apply the correct cost-sharing amount to the Member as indicated via the on-line claims adjudication system, including that which applies to Members qualifying for the low-income subsidy or in the case of LTC pharmacy, must provide an attestation to the Part D Plan Sponsor, that they do not collect copays. 42 CFR 423.104.

Third Party Station has an obligation to the payers with whom they work with, to notify them of any violations that have been found on my Pharmacy or its staff. Third Party Station and third party payers reserve the right to terminate your pharmacy immediately upon written notice in the event: (a) Pharmacy has been excluded from participation in a state or federal health care program; (b) Pharmacy fails to obtain or maintain required training hereunder; or (c) Pharmacy fails to provide the required certifications specified herein or otherwise required by law.

(Only Initial if Applicable): My Pharmacy **DOES** process for Medicare Part A, B, C or D  
**DOES NOT** process for Medicare Part A, B, C or D \_\_\_\_\_

**Please identify the source of the Fraud, Waste, and Abuse training completed by your Organization:** \_\_\_\_\_  
 (i.e. learnsomething.com Training Program, PRS, or other Medicare Part D Plan Sponsor approved Training Program)

**Please identify the source of the Quality Assurance Program completed by your Organization:** \_\_\_\_\_  
 (i.e. PQC, PRS, internal program)

**Please complete:**

NCPDP:	Pharmacy Name:
NPI:	Address:
Authorized Signer (Print Name):	Telephone:
Authorized Signature:	Date:

Please attach your FWA program certificate by clicking on the "Attach" icon over to the right and following the directions. If you do not have a certificate, you may attach on your company letterhead a statement that includes your pharmacy name, NCPDP #, FWA training program you completed, the date it was completed and who completed it.