

## 2016 FWA/QA/OIG Attestation

<b>PHARMACY COMPLIANCE CERTIFICATION</b>	<b>Agree</b>	<b>Disagree</b>
Pharmacy has a process in place to confirm upon initial hiring or contracting and monthly thereafter, that pharmacy personnel have not been excluded from providing services under any federal or state health care program or third party payer program, and no pharmacy personnel or contractors are otherwise prohibited from providing services to Medicare or Medicaid beneficiaries. Pharmacy reviews both the OIG ( <a href="http://www.exclusions.oig.hhs.gov">www.exclusions.oig.hhs.gov</a> ) and the GSA ( <a href="http://www.epls.gov">www.epls.gov</a> ) websites prior to initial hiring and monthly thereafter.	<input checked="" type="radio"/>	<input type="radio"/>
Pharmacy follows a ten-year record retention policy that complies with Medicare Part D, Centers for Medicaid and Medicare Services (CMS) requirements and other applicable state and federal laws. This includes maintaining for ten years the documentation necessary to document compliance with this attestation.	<input checked="" type="radio"/>	<input type="radio"/>
Pharmacy annually provides the CMS Part C and D Fraud, Waste, and Abuse (FWA) and General Compliance Training and annual HIPAA training to all pharmacy personnel in accordance with Medicare Part D and CMS requirements.	<input checked="" type="radio"/>	<input type="radio"/>
Pharmacy maintains a log of pharmacy personnel who have received FWA and CMS General Compliance training and a copy of FWA and General Compliance training materials at all its locations, all of which are available for review upon request and are maintained for a period of ten years.	<input checked="" type="radio"/>	<input type="radio"/>
Pharmacy maintains, in good standing, all applicable federal, state, and local approvals, licenses, permits, authorizations, franchises, certifications and insurance (copies of which are available upon request).	<input checked="" type="radio"/>	<input type="radio"/>
Pharmacy has in place written Standards of Conduct, and policies and procedures that meet the applicable requirements set forth by CMS, including a Conflict of Interest Policy for management. The Standards have been distributed to all pharmacy personnel within 90 days of hire and annually thereafter.	<input checked="" type="radio"/>	<input type="radio"/>
Pharmacy has written procedures and processes in place to detect Fraud, Waste and Abuse and to take corrective action in a timely manner and procedures have been widely publicized to pharmacy personnel.	<input checked="" type="radio"/>	<input type="radio"/>
Pharmacy obtains consent from Medicare members prior to each delivery of a new and refill prescription.	<input checked="" type="radio"/>	<input type="radio"/>
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.	<input checked="" type="radio"/>	<input type="radio"/>
Pharmacy does not distribute printed information comparing the benefits of different part D plans unless pharmacy accepts and displays materials from all Part D plan sponsors.	<input checked="" type="radio"/>	<input type="radio"/>
Pharmacy provides the negotiated prices to Members even if no benefits are payable to the member for covered Part D drugs because of the application of any deductible or 100 percent coinsurance requirement following satisfaction of any initial coverage limit.	<input checked="" type="radio"/>	<input type="radio"/>
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.	<input checked="" type="radio"/>	<input type="radio"/>
Pharmacy understands that In the event CMS or Part D plan sponsor determines that pharmacy has not performed satisfactorily, the delegated activities and reporting responsibilities of the pharmacy may be revoked.	<input checked="" type="radio"/>	<input type="radio"/>
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 a plan and the program.	<input checked="" type="radio"/>	<input type="radio"/>

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Pharmacy agrees to provide patient counseling services in accordance with applicable state pharmacy laws and regulations.	<input checked="" type="radio"/>	<input type="radio"/>
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.	<input checked="" type="radio"/>	<input type="radio"/>
Pharmacy maintains and has maintained since signing its contract with Third Party Station, current and valid liability insurance with minimum coverage of \$1 million per occurrence and \$3 million in the aggregate per policy year.	<input checked="" type="radio"/>	<input type="radio"/>
By submitting each claim, pharmacy hereby certifies (based on best knowledge, information and belief) to the accuracy, completeness, and truthfulness of any claims data generated by pharmacy or a subcontractor. Pharmacy and any of its subcontractors acknowledge that claims data will be used for the purpose of obtaining federal reimbursement.	<input checked="" type="radio"/>	<input type="radio"/>
Pharmacy hereby agrees that in no event, including, but not limited to, nonpayment by any plan intermediary, or a Payor (each an "Entity") or the insolvency or breach of any participating pharmacy 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.	<input checked="" type="radio"/>	<input type="radio"/>
Pharmacy recognizes that pharmacies with DMEPOS* Accreditation are exempt from the FWA training, and that Third Party Station will only allow pharmacies with validated DMEPOS accreditation to be exempt and recognize the requirement to document and maintain such information for audit purposes.	<input checked="" type="radio"/>	<input type="radio"/>
Pharmacy is not currently involved in or a party to any criminal investigation or indictment.	<input checked="" type="radio"/>	<input type="radio"/>
Pharmacy does not utilize offshore vendors or subcontractors to perform Medicare Part D functions.	<input checked="" type="radio"/>	<input type="radio"/>
Pharmacy agrees to comply with all Plan/PBM pharmacy manuals as applicable.	<input checked="" type="radio"/>	<input type="radio"/>
All services or other activities performed by Pharmacy pursuant to the agreement with Third Party Station shall comply with all CMS obligations under the Part D Program.	<input checked="" type="radio"/>	<input type="radio"/>



<p>Pharmacy agrees that Third Party Station or its subcontractors shall have the right, at reasonable intervals and during normal business hours, to cause a complete or partial audit of any records as they pertain to the Agreement(s) with payers or Third Party Station and may inspect Pharmacy's premises, books, records and operations to ensure that they are adequate to perform Pharmacy's obligations. If an audit is conducted a fee not to exceed seventy-five (\$75.00) will be deducted from future payment(s).</p>	<input checked="" type="radio"/>	<input type="radio"/>
<p>Pharmacy meets the CMS requirements to maintain clearly defined processes to determine whether your contracted vendors meet the definition of First Tier, Downstream and Related Entities (FDR). If pharmacy has FDRs it agrees that all FDR personnel receive and complete the CMS FWA and General Compliance training for Medicare Part C and D and HIPAA training within the first thirty (30) days of contracting with pharmacy where possible, not to exceed ninety (90) days of employment/contracting and annually thereafter. Pharmacy also ensures that neither its FDRs nor their employees are excluded from participating in federally-funded healthcare programs according to the OIG and GSA exclusion lists and that such lists are reviewed monthly for FDRs.</p>	<input checked="" type="radio"/>	<input type="radio"/>
<p>Eligible beneficiaries are provided an unaltered written copy of the Medicare Prescription Drug Coverage and Your Rights Notice at the point of sale when a prescription cannot be covered ("filled") under the Medicare Part D Benefit, pursuant to federal law and regulation as required under 42 CFR §423.562(a)(3) and §423.128(b)(7)(iii)</p>	<input checked="" type="radio"/>	<input type="radio"/>
<p>If Long-Term Care (LTC) pharmacy, Pharmacy complies with the CMS requirements in the Prescription Drug Benefit Manual, Chapter 18 – Part D Enrollee Grievances, Coverage Determinations and Appeals Section 40.3.1 Notification by Network Pharmacies.</p> <ul style="list-style-type: none"> <li><i>CMS expects that the pharmacist will contact the prescriber or an appropriate staff person at the LTC facility to resolve the matter and ensure the resident receives the needed medication or an appropriate substitute, obviating the need to deliver the notice. If the matter cannot be resolved, the pharmacy must fax or otherwise deliver the notice to the enrollee, the enrollee's representative, prescriber or an appropriate staff person at the LTC facility as expeditiously as the enrollee's health condition requires, but no later than 72 hours from the pharmacy's receipt of the original transaction response indicating the claim is not covered by Part D.</i></li> </ul> <p><i>NOTE: If the enrollee is a self-pay resident and the pharmacy cannot fill the prescription under the Part D benefit, the pharmacy must, upon receipt of the transaction response, fax or otherwise deliver the notice to the enrollee, the enrollee's representative, prescriber or an appropriate staff person at the LTC facility.</i></p>	<input checked="" type="radio"/>	<input type="radio"/>

**Please identify the source of your pharmacy's Quality Assurance Training:**

In House

**Please identify the source of your pharmacy's Fraud, Waste, and Abuse Training:**

[www.cms.gov/outreach-and-education/medicare-learning-network](http://www.cms.gov/outreach-and-education/medicare-learning-network)

**Please identify the source of your pharmacy's General Compliance Training:**

In house

**This section is only applicable to DMEPOS Accredited Pharmacies:**

*My Pharmacy is DMEPOS\* Accredited and is exempt from the FWA training. My pharmacy utilized the following company for Accreditation: (list company name). I understand that I am required to fax a copy of documentation supporting this to Third Party Station at 913-661-0297 Attn: Credentialing*



**Responsibilities for All Pharmacies to Sign:**

- I agree to immediately notify Third Party Station immediately if a change occurs that would make any of the above answers untrue, incomplete, or inaccurate.
- I represent and warrant that the person signing this certification is duly authorized to bind all terms and conditions herein.

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. Disagreement with any of the attestations listed may result in pharmacy being terminated by Third Party Station or any payors with who they contract.

**Please complete a separate Attestation for each of your pharmacies with a separate NCPDP Number:**

<b>NCPDP:</b> 5719298	<b>Pharmacy Name:</b> BEST HEALTH PHARMACY INC
<b>NPI:</b> 1760816870	<b>Address:</b> 331 NW 27th Ave
<b>Authorized Signer (Print Name):</b> Nalinie Samlal	<b>Telephone:</b> 754-200-6414
<b>Authorized Signature:</b> <u>Nalinie Samlal</u> <small>Nalinie Samlal (Dec 14, 2015)</small>	<b>Date:</b> 12/14/15