

A. GENERAL

1. In accordance with section 101 of the Veterans Access, Choice, and Accountability Act of 2014 (the Act) (Public Law 113-146, 128 Stat. 1754), as amended, and 38 C.F.R. §§ 17.1500-1540, the Department of Veterans Affairs (VA) shall pay for non-VA hospital care and medical services that are authorized by VA for eligible Veterans.
2. In order to receive payment for hospital care or medical services furnished under the Veterans Choice Program, the non-VA hospital care or medical services provider (hereafter “provider”) shall sign this agreement to provide eligible Veterans with hospital care and/or medical services authorized by VA. The term provider includes dental services providers and the term medical services shall be deemed to include dental services.
3. The provider shall be one of the following: a) A health care provider that is participating in the Medicare program under title XVIII of the Social Security Act (42 U.S.C. § 1395 et seq.), including any physician furnishing services under such program and a Federally-qualified health center as defined in section 1905(1)(2)(B) of the Social Security Act; b) a Department of Defense medical treatment facility; c) an Indian Health Service medical facility; or d) a provider not otherwise covered by a) - c) who meets criteria established by VA through regulations.
4. The provider shall maintain the same or similar credentials and licenses as those required of VA health care providers as defined in VHA Handbook 1100.19, Credentialing and Privileging, and VHA Directive 2012-030, or subsequent issue, available online at: <http://www.va.gov/vhapublications/>. These include but are not limited to full and unrestricted licensure in the State in which hospital care and/or medical services are being delivered; and Federal and when required State authority to prescribe controlled substances. Providers shall submit current verification of their licenses and credentials to VA at least once per 12-month period. Any entity that provides hospital care or medical services under this agreement shall ensure that its providers who are furnishing hospital care and/or medical services under this agreement meet these standards. An entity may submit verification information on behalf of its individual providers. Additionally providers shall certify that they have acquired and maintain medical malpractice insurance in an amount in accordance with the laws of the State and locality in which the furnished hospital care and/or medical services shall be provided that will cover acts and omissions that occur during the entire period of this agreement.
5. If the provider is or has been licensed, registered, or certified in more than one State, the provider shall certify that none of those States has terminated such license, registration, or certification for cause, and that the provider has not voluntarily relinquished such license, registration, or certification in any of those States after being notified in writing by that State of potential termination for cause.

**DEPARTMENT OF VETERANS AFFAIRS
VETERANS HEALTH ADMINISTRATION (VHA)
VETERANS CHOICE PROGRAM PROVIDER AGREEMENT (continued)**

6. The provider shall notify VA within 15 days if any State in which the provider is licensed, registered, or certified terminates such license, registration, or certification for cause, or if the provider voluntarily relinquishes such license, registration, or certification after being notified in writing by that State of potential termination for cause. Termination or relinquishment of license, registration, or certification is cause for immediate termination of this agreement. See Section G herein.

7. All services, facilities, and providers shall be in compliance with all applicable Federal and State regulatory requirements. Any provider on the Health and Human Services Office of Inspector General (HHS OIG) exclusionary [HHS OIG/LEIE Exclusionary List](#) or the Excluded Parties List System (EPLS) now known as System for Award Management (SAM) <https://www.sam.gov/portal/SAM/#1#1> list shall be prohibited from providing hospital care or medical services under this agreement. The Excluded Parties List System (EPLS) was a Web-based system where a Federal agency can “exclude,” i.e, suspend or debar, businesses or individuals from receiving contracts or assistance for various Reasons, such as a conviction of or indictment for a criminal or civil offense or a serious failure to perform to the terms of a contract. This Web-based system has now merged with System for Award Management (SAM) by Federal General Services Administration (GSA).

8. Payment shall be made under this agreement only for the hospital care or medical services authorized by VA in the supporting documents for this agreement. The provider shall contact VA to receive authorization prior to providing any hospital care and/or medical services the provider believes are necessary that are not identified in the authorization VA submits to the provider. This agreement shall not cover emergency care that is not ancillary to authorized care. In certain situations, VA shall reimburse for emergency care consistent with 38 C.F.R. §§ 17.120-132 and 17.1000-1008.

9. The provider shall submit a copy of all medical and dental records related to a Veteran's care provided under this agreement to VA within 30 days of the appointment to the VA facility responsible for the issuance of this agreement.

10. The provider shall inform the VA facility responsible for the issuance of this agreement of any scheduled appointments for hospital care and/or medical services authorized under this agreement that are missed by a Veteran. This information should be shared with VA within 5 business days of the missed appointment. VA is not responsible for the reimbursement of any fees or costs associated with missed appointments and shall only reimburse the provider in accordance with section C of this agreement for authorized hospital care and/or medical services that are actually furnished.

**DEPARTMENT OF VETERANS AFFAIRS
VETERANS HEALTH ADMINISTRATION (VHA)
VETERANS CHOICE PROGRAM PROVIDER AGREEMENT (continued)**

B. SCOPE OF AGREEMENT

1. Subject to the limitations in other provisions of this agreement, this agreement covers all authorized hospital care and medical services.

C. COVERED SERVICES

1. The provider agrees to furnish only medically necessary hospital care and/or medical services authorized by an authorized VA official on the supporting documents for this agreement. If the provider determines that additional hospital care and/or medical services are needed beyond the scope of the initial authorization, the provider shall contact VA to request an authorization to furnish such additional hospital care and/or medical services. The provider shall follow VA National Formulary policy for medication orders; however, if the clinical justification is consistent with VA Non-Formulary Policy, non-formulary medication may be dispensed by VA. The Pharmacy Benefits Management Services (<http://www.pbm.va.gov/nationalformulary.asp>) Web site contains the VA National Formulary.

D. PAYMENT

1. Payment for hospital care and medical services provided under this agreement shall be at the rates paid by the United States to a provider of services or a supplier under the Medicare program under title XVIII of the Social Security Act for the same hospital care or medical services (applicable Medicare Fee Schedule or Prospective Payment System (PPS)), if applicable, or at rates determined in accordance with 38 C.F.R. 17.1535 and 38 C.F.R. 17.55 and 17.56, as applicable.

E. PAYMENT RESPONSIBILITY

1. VA shall notify the provider if VA will be solely responsible for payment for authorized hospital care and medical services. If so notified, the provider shall accept VA payment as payment in full for such services and shall not bill the Veteran or any other entity for such hospital care or medical services.

2. VA shall notify the provider if VA will be secondarily responsible for payment for authorized hospital care or medical services furnished under this agreement. In that circumstance, a health-care plan of an eligible Veteran, excluding Medicare, Medicaid and TRICARE, is primarily responsible for payment, to the extent the furnished hospital care or medical services are covered by the health-care plan.

**DEPARTMENT OF VETERANS AFFAIRS
VETERANS HEALTH ADMINISTRATION (VHA)
VETERANS CHOICE PROGRAM PROVIDER AGREEMENT (continued)**

3. When VA is secondarily responsible as described in paragraph (2), VA shall supply the provider with information about the health-care plan under which the Veteran is covered. The provider shall be responsible for seeking payment from such health-care plan and providing VA with an itemized claim for payment that includes, if applicable, health care and health-care plan prior payment information, to include with no exceptions, claims that have been satisfied and/or fully paid by the health-care plan. VA shall pay only for the costs of VA authorized hospital care and/or medical services not covered by such health-care plan except that such payment shall not exceed the rate determined for such hospital care and/or medical services pursuant to section D of this agreement.

4. The provider shall not collect any VA copayment amount from the Veteran. The VA copayment rate for hospital care and medical services under this agreement is \$0 at the time of service.

F. CLAIMS SUBMISSION

1. The provider shall submit all invoices to VA electronically, where possible. Payments by VA to the provider shall be made by electronic funds transfer (EFT). Payments to the provider shall be made in accordance with the payment responsibilities identified in section E of this agreement only after the completion of the necessary course of treatment, including follow-up appointments.

2. Under this agreement, a provider shall not collect any amount that is greater than the rate determined for hospital care and/or medical services provided pursuant to section D of this agreement.

G. CANCELLATION AGREEMENT

1. Either Party may cancel this agreement at any time by providing a 45 day written notice of the intent to cancel the agreement to the signatories, or their official representatives. Cancellation shall take effect at the end of the 45 day period established by the written notice.

2. Provider cancellation shall not be effected prior to the completion of the episode of care authorized by VA and if an episode of care extends beyond the 45-day period, cancellation shall be effective upon completion of the episode of care.

3. Cancellation of this agreement by VA shall be immediately effective when licensure, safety, and quality requirements are not met. See paragraphs 4-7 of section A of this agreement.

**DEPARTMENT OF VETERANS AFFAIRS
VETERANS HEALTH ADMINISTRATION (VHA)
VETERANS CHOICE PROGRAM PROVIDER AGREEMENT (continued)**

H. PERIOD OF PERFORMANCE

1. Except for the provisions in section G, this agreement shall continue in effect until expiration of the authority provided by the Act but shall not exceed beyond five (5) years from the effective date of this agreement.

I. COMPLIANCE WITH FEDERAL LAWS

1. This agreement is governed by the Veterans Access, Choice, and Accountability Act of 2014 (the Act) (Public Law 113-146, 128 Stat. 1754), as amended, and 38 C.F.R. §§ 17.1500-1540.

2. This agreement shall not be treated as a Federal contract for the acquisition of goods or services and, except as expressly provided in this agreement, is not subject to any provisions of law governing Federal contracts for the acquisition of goods or services.

3. The provider shall not be required to comply with reporting and auditing requirements imposed under the Service Contract Act of 1965, as amended (41 U.S.C. § 351, et seq.).

4. The provider shall comply with applicable Federal laws governing employment and hiring practices.

J. ADMINISTRATIVE APPEALS

1. Appeals regarding VA payments under this agreement are governed by the procedures set forth in 38 C.F.R. §§17.132 - 17.133, and 38 C.F.R. Parts 19 and 20. A provider may request consideration of the initial decision by submitting a reconsideration request in writing to the VA facility that processed the reimbursement request.

K. PROVIDER AGREEMENT SIGNATURE

1. By the signatures of their authorized representatives below, this Provider Agreement is made and entered into between the provider and the Department of Veterans Affairs, effective upon the date of last signature below.

2. VA Medical Facility Director is authorized to sign this agreement on behalf of VA. This authority may be delegated by the Medical Facility Director in writing.

3. By the signature below, the provider acknowledges that any materially false, fictitious, or fraudulent statement or representation, made knowingly, is punishable by a fine and/or imprisonment pursuant to 18 U.S.C. §§ 287 and 1001.

**DEPARTMENT OF VETERANS AFFAIRS
VETERANS HEALTH ADMINISTRATION (VHA)
VETERANS CHOICE PROGRAM PROVIDER AGREEMENT (continued)**

4. The Parties acknowledge that they have read and understand this Provider Agreement in its entirety and represent and warrant that they shall abide by all of its terms and conditions.

Name of Provider Practice / Facility

Department of Veterans Affairs

Title

Title

Print Name of Provider

Print Name of VA Medical
Facility Director or Designee

Signature of Provider

Signature of VA Medical Facility
Director or Designee

Date Signed

Date Signed