Department of Veterans Affairs

DEPARTMENT OF VETERANS AFFAIRS
VETERANS HEALTH ADMINISTRATION (VHA)
VETERANS CARE AGREEMENT

A. GENERAL

This Veterans Care Agreement _____ (Agreement) is entered into by and between the undersigned entity or provider (Provider) and the U.S. Department of Veterans Affairs (VA) (collectively, the Parties) in accordance with section 1703A of title 38, United States Code (U.S.C.) and 38 Code of Federal Regulations (CFR) §§ 17.4100-4135.

B. COVERED SERVICES

1. Provider shall furnish medically necessary hospital care, medical services, and/or extended care services that are authorized by VA in accordance with the terms of this Agreement (Covered Services).

2. This Agreement shall not cover emergency care that is not ancillary to authorized services. In no event shall such emergency care be deemed to have been authorized by VA under this Agreement.

3. Provider shall comply with VA National Formulary policy for prescriptions. Non-formulary medication may be prescribed only if the clinical justification is consistent with VA Non-Formulary policy. VA's Pharmacy Benefits Management Services website (http://www.pbm.va.gov/nationalformulary.asp) contains the VA National Formulary.

C. AUTHORIZATION OF COVERED SERVICES

1. All Covered Services provided under this Agreement must be authorized in advance by VA through a written or electronic authorization on applicable VA forms. Authorizations will be accompanied by, at a minimum, a consult, the available and relevant medical history of the VA beneficiary, and a list of all medications prescribed to the VA beneficiary as known by VA.

2. Authorizations and accompanying documentation will be issued to Provider by mail, secure fax, or secure email in accordance with Section O. Authorizations may be issued by VA at any time during the Term of this Agreement.

3. Authorizations must contain the Veterans Care Agreement number listed in Section A of this Agreement.

4. Authorizations are only valid for the specific service(s) identified in the authorization and accompanying consult. In the event of a conflict between the authorization and consult, the authorization controls. Standardized Episodes of Care (SEOCs) will be the method used to describe specific services authorized, to include CPT codes. If a SEOC is not available for the services being requested, the episode of care will be defined.

5. Authorizations are only valid for Covered Services performed within the dates specified in the authorization.

6. Provider, and any providers that perform services authorized under this Agreement, shall only furnish Covered Services authorized by VA in accordance with the terms of this Agreement. If Provider determines that additional hospital care, medical services, and/or extended care services are needed that are outside the scope of an existing authorization, Provider must contact VA to request written authorization to furnish such additional hospital care, medical services, and/or extended care services. Provider must receive written authorization from VA in accordance with § C.1, above, prior to furnishing any additional hospital care, medical services, and/or extended care services that are outside the scope of an existing authorization.

7. Authorizations issued by VA under this Agreement, and any Covered Services furnished pursuant to such authorizations, are subject to the terms and conditions of this Agreement. In the event of a conflict between an authorization (or accompanying consult or other documentation) and this Agreement, this Agreement controls.

D. PROVIDER QUALIFICATIONS AND CONDITIONS FOR PROVISION OF COVERED SERVICES

1. Provider shall always be actively certified in accordance with 38 CFR § 17.4110. In no event shall Provider, or any other provider, furnish any services under this Agreement if Provider is not actively certified in accordance with that regulation.

2. Provider, and any providers that perform services authorized under this Agreement, shall have an Active NPI number. Provider shall have a Federal Tax ID number (TIN). Employer Identification Number (EIN) number can be obtained in lieu of a TIN, as applicable. NPI numbers and Provider's Tax ID number shall be provided to VA within 10 business days of request.

3. Provider, and any providers that perform services authorized under this Agreement, shall always be authorized to perform such services in the jurisdiction where such services are delivered, including possessing, if required, a full, active, and unrestricted license in the state or other jurisdiction in which the services are being delivered. Provider shall provide VA with current copies of applicable medical licenses within 10 business days of request.

4. Provider, and any providers that perform services authorized under this Agreement, shall always possess and maintain medical malpractice insurance in an amount in accordance with the laws of the state and locality in which the services are delivered. Such insurance must cover acts and omissions that occur during performance of services authorized under this Agreement. Provider shall provide VA with current copies of applicable medical malpractice insurance coverage within 10 business days of request.

5. Provider certifies that neither it nor any provider performing services authorized under this Agreement has ever experienced a loss of or adverse impact to a certification, credential, privilege, or license. In no event shall any services authorized under this Agreement be furnished by any provider, including Provider, that has ever experienced a loss of or adverse impact to a certification, credential, privilege, or license. Provider shall report in writing, as soon as possible, but not later than fifteen (15) business days after Provider is notified, the loss of or other adverse impact to the certification, credentialing, privileging, or licensing of Provider or any provider authorized by VA, in accordance with Section E, to perform services authorized under this Agreement. Adverse impact shall include, but is not limited to: any action taken to investigate, restrict, suspend or revoke a provider's license or certification to provide hospital care, medical care, or extended care services. VA reserves the right to take action if it becomes aware of an alleged egregious act(s) or a provider's license is under investigation for an alleged egregious act(s) that would place a veteran at risk if seen by that provider.

6. Services authorized under this Agreement shall never be performed by any individual or entity currently excluded from participation in a federal health care program under section 1128 or section 1128A of the Social Security Act (42 U.S.C. §§ 1320a–7 or 1320a–7a) and included on the List of Excluded Individuals/Entities (LEIE) maintained by the U.S. Department of Health and Human Services' Office of Inspector General. Provider shall notify VA within 5 business days of being excluded from participation in a federal health care program under section 1128 or section 1128A of the Social Security Act (42 U.S.C. §§ 1320a–7 or 1320a–7a) or being included on the LEIE.

7. Services authorized under this Agreement shall never be performed by any individual or entity currently identified as an excluded source in the System for Award Management (SAM) database maintained by the U.S. General Services Administration. Such status is denoted by the existence of an "exclusion" record in SAM. Provider shall notify VA within 5 business days of being identified as an excluded source in SAM.

8. Provider, and any providers that perform services authorized under this Agreement, shall always meet and comply with all applicable state and federal laws regarding the prescription of controlled substances.

9. Provider, and any providers that perform services authorized under this Agreement, shall receive and review the evidence-based guidelines for prescribing opioids established by the Opioid Safety Initiative of the Department of Veterans Affairs. By providing Covered Services under this Agreement, Provider certifies that Provider and any providers that perform services authorized under this Agreement have received and reviewed those guidelines prior to performing any such services. Provider, and any providers that prescribe opioids under this Agreement, shall complete VA's online Community Care Provider Opioid Safety Initiative training course prior to performing any services authorized under this Agreement, except that this requirement does not apply during the first 180 calendar days after the Effective Date or to a provider furnishing an episode of care that was authorized prior to the 180th calendar day after the Effective Date. If VA determines, in its sole discretion and for any reason, that the opioid prescribing practices of any provider conflict with or are otherwise inconsistent with the standards of appropriate and safe care, or may place veterans at risk, VA may prohibit Provider from using such provider to perform services authorized under this Agreement. VA will provide written notice of any such determinations to Provider.

10. Provider, and any providers with an NPI that perform services authorized under this Agreement, shall always meet and comply with all general competency standards and requirements established by VA, except that this requirement does not apply during the first 180 calendar days after the Effective Date or to a provider furnishing an episode of care that was authorized prior to the 180th calendar day after the Effective Date. Provider can request VA's general competency standards and requirements at any time. Provider, and any providers with an NPI that perform services authorized under this Agreement, shall complete VA's online General Competency training course prior to performing any services authorized under this Agreement, except that this requirement does not apply during the first 180 calendar days after the Effective Date or to a provider furnishing an episode of care that was authorized prior to the 180th calendar day after the Effective Date.

11. Except as otherwise provided in this paragraph, Provider, and providers that perform services authorized under this Agreement, shall always meet and comply with all applicable competency standards and requirements established by VA for specialized clinical areas, including but not limited to post-traumatic stress disorder (PTSD), military sexual trauma (MST), and traumatic brain injury (TBI), when performing services authorized under this Agreement in those respective clinical areas. Provider can request VA's applicable competency standards and requirements at any time. Except as otherwise provided in this paragraph, Provider, and providers that perform services authorized under this Agreement in specialized clinical modalities, including but not limited to PTSD, MST, and/or TBI, shall complete any applicable VA online training course for each respective clinical area prior to performing any services authorized under this Agreement in such clinical areas. The requirements of this paragraph do not apply during the first 180 calendar days after the Effective Date or to a provider furnishing an episode of care that was authorized prior to the 180th calendar day after the Effective Date.

E. VA CREDENTIALING, APPROVAL, AND DISAPPROVAL OF PROVIDERS

1. Provider must always provide VA with written notice identifying any providers that may perform services authorized under this Agreement at least 10 business days before any such provider performs any such services. Written notice must contain all applicable providers' names, NPIs, and any other pertinent information requested by VA. In no event shall any service authorized under this Agreement be performed by any provider about whom VA has not received advance written notice in accordance with the terms of this Agreement.

2. VA will conduct credentialing of Provider, if applicable, and all providers identified by Provider under § E.1 that may perform services authorized under this Agreement. VA's credentialing will be in accordance with standards and processes determined by VA. Except as otherwise provided in this paragraph, Provider, if applicable, and any provider that performs services authorized under this Agreement shall always be actively credentialed by VA, and Provider must receive written notice from VA that a provider is credentialed prior to permitting such provider to perform any such services. VA will provide written notice of all providers identified under § E.1, above, that are credentialed by VA. VA may suspend credentialing requirements at any time by written notice to Provider. When credentialing requirements are suspended, providers do not need to be actively credentialed by VA to perform services authorized under this Agreement, but must be approved in accordance with § E.3. Any suspension of credentialing requirements will be indefinite, until the suspension is revoked by written notice from VA. Any such revocation will not apply to episodes of care in progress at the time of revocation.

3. When credentialing requirements are suspended, Provider, if applicable, and all providers that may perform services authorized under this Agreement shall always be approved by VA prior to performing any such services. Provider must receive written notice from VA that a provider is approved prior to permitting such provider to perform any such services.

4. VA reserves the right to unilaterally prohibit Provider from permitting any specific provider to perform services authorized under this Agreement. VA is not obligated to provide any reason for prohibiting a specific provider from performing services under this Agreement. VA will provide written notice of any such prohibition to Provider. In no event shall Provider permit a provider to perform services authorized under this Agreement if VA has provided written notice to Provider that such provider is prohibited from performing such services.

F. QUALITY STANDARDS AND MONITORING

Provider, and any providers that perform services authorized under this Agreement, shall always meet and comply with all applicable VA quality standards and requirements. Such standards include, but are not limited to, those pertaining to timely care, effective care, safe care, and Veteran-centered care. Provider can request VA's quality standards and requirements at any time. Provider must always monitor compliance of all services authorized under this Agreement with all applicable VA quality standards and requirements. Provider shall always provide VA with documentation of the results of such monitoring within 10 business days of request.

G. INSPECTION OF SERVICES

1. Provider shall only tender for acceptance of those services that conform to the requirements of this Agreement. Provider shall provide and maintain an inspection system sufficient to determine and document the conformance of all services provided under this Agreement with all requirements of this Agreement. Complete records of all inspection work performed by Provider shall be maintained and made available to VA during the Term of this Agreement and for one (1) year thereafter.

2. VA reserves the right to inspect and test any services authorized and performed under this Agreement, to the extent practicable at all times and places during the Term of the Agreement, including through announced or unannounced site visits to the premises of Provider or any entity or provider involved in performing services authorized under this Agreement. VA shall perform inspections and tests in a manner that will not unduly delay the work.

3. If VA performs inspections or tests on the premises of Provider, or any entity or provider involved in performing services authorized under this Agreement, Provider shall furnish, and shall require any such entity or Provider to furnish, at no increase in price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

4. If any of the services authorized and performed under this Agreement do not conform with requirements of this Agreement, VA may require Provider to perform the services again in conformity with the requirements of this Agreement, at no increase in price. When the defects in services cannot be corrected by reperformance, VA may:

(a) Require Provider to take necessary action to ensure that future performance conforms to requirements of this Agreement; and

(b) Reduce the Agreement price to reflect the reduced value of the services performed.

5. If Provider fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with the requirements of this Agreement, VA may:

(a) By separate contract or agreement, or otherwise, perform the services and charge to Provider any cost incurred by VA that is directly related to the performance of such services; or

(b) Discontinue the Agreement.

H. MEDICAL RECORDS

1. Provider shall always provide VA with copies of all medical documentation from any Covered Services performed under this Agreement.

2. Initial medical documentation for outpatient care must always be returned within thirty (30) calendar days of the initial appointment. Final outpatient medical documentation must always be returned within thirty (30) calendar days of the completion of the Standard Episode of Care. Medical documentation must always be returned within thirty (30) days from the date of discharge for inpatient care. Any medical documentation requested by VA for appropriate urgent follow up must always be provided to VA upon request. Initial medical documentation is medical documentation associated with the first appointment of a Standard Episode of Care. Final medical documentation is medical documentation that covers the entire Standard Episode of Care.

3. Provider must always submit all medical documentation directly to the VA facility that issued the authorization, via secure electronic submission, where available. Permissible secure electronic submission methods include Health Information Exchange (HIE), HealthShare Referral Manager (HSRM) when available, encrypted email (Virtru Pro), or community viewer. If none of these options are available, Provider must always submit all medical documentation to the mailing address or fax number listed on the authorization.

4. Medical documentation must always be submitted in a legible format and include, at a minimum, the following data elements as applicable to the clinical condition(s) to which the medical documentation relates:

(a) Encounter notes, to include any procedures performed and recommendations for further testing or follow-up (e.g., discharge summary for inpatient). In lieu of encounter notes, a clinical summary may be provided for ancillary services when appropriate (e.g., physical therapy, occupational therapy, speech and language pathology, and nutrition services).

(b) Results of community testing or imaging such as MRI or CT scan (images must always be provided to VA upon request).

(c) Actual results of any ancillary studies/procedures that would impact recommended follow up such as biopsy results (e.g., biopsy results from the provider who recommends a follow up, such as surgery).

(d) Any recommended prescriptions, medical devices, supplies or equipment, and treatment plans.

(e) Other medical documentation based on clinical need.

5. Provider must always ensure that all medical documentation includes the following data when sent to VA:

(a) VA beneficiary's Unique Identifier

(b) VA beneficiary's full name (including suffix)

(c) VA beneficiary's date of birth

(d) Referral number

(e) Provider/Practitioner Authentication (including typed name and provider phone number)

6. All documents must always be authenticated by the submitting provider. Authentication consists of a written signature, written initials, and/or electronic signatures.

I. PRICES/RATES

VA shall pay, and Provider shall accept, the following amounts as payment for services under this Agreement:

1. Covered Services furnished in Alaska for which a VA Alaska Fee Schedule code and amount exist: The lesser of billed charges or the VA Alaska Fee Schedule amount.

The VA Alaska Fee Schedule only applies to physician and non-physician professional services. The schedule uses the Health Insurance Portability and Accountability Act mandated national standard coding sets.

2. Covered Services not within the scope of § I.1, above, and for which an applicable Medicare fee schedule or prospective payment system amount exists for the period in which the service was provided (without any changes based on the subsequent development of information under Medicare authorities) (hereafter "Medicare rate"): The lesser of billed charges or the applicable Medicare rate, subject to the following:

(I) For Covered Services that are furnished in a highly rural area (defined as an area located in a county that has fewer than seven individuals residing in that county per square mile), VA will pay the lesser of billed charges or the amount otherwise agreed to, not to exceed 130% of the applicable Medicare rate.

3. Covered Services not within the scope of § I.1, above, furnished by a facility currently designated as a Critical Access Hospital (CAH) by CMS, and for which a specific amount is determinable under the following methodology: The lesser of billed charges or the applicable CAH rate verified by VA. Data requested by VA to support the applicable CAH rate shall be provided upon request. Billed charges are not relevant for purposes of determining whether a specific amount is determinable under the above methodology.

4. Covered Services not within the scope of §§ I.1-I.3, above, and for which there exists a VA Fee Schedule amount for the period in which the service was performed: The lesser of billed charges or the VA Fee Schedule amount for the period in which the service was performed, as posted on VA.gov.

5. Covered Services not within the scope of §§ I.1-I.4, above: Billed charges.

6. Notwithstanding §§ I.1-I.5, above, VA shall pay the following amount for Covered Services that are dental services and for which there exists a VA-determined dental rate for the period in which the service was performed: The lesser of billed charges or the VA-determined dental rate. For purposes of this paragraph, the "VA-determined dental rate" is an amount unilaterally determined by VA.

J. CLAIMS SUBMISSION AND ADJUDICATION

1. Provider shall always submit all claims within 180 days of the date of service. Claims must be submitted to the VA facility that issued the authorization. Electronic claims must be submitted by Electronic Data Exchange (EDI) using the following payer IDs: 1) 12115 for medical claims, and 2) 12116 for dental claims. Paper claims must be submitted in accordance with the instructions on the community care website on VA.gov.

2. Provider shall always submit clean claims. VA will only process and pay clean claims. A "clean claim" means a claim that contains all of the required data elements necessary for accurate adjudication, without obtaining additional information from the submitter, and which complies with all applicable VA requirements regarding information, documentation, and format, including the following specific requirements:

(a) Containing Provider's name, address, and Taxpayer Identification Number (TIN).

(b) Containing the correct VA beneficiary identifiers, including Social Security Number.

(c) Containing the numbers of this Agreement and the applicable VA authorization(s).

(d) Applying industry standard edits consistent with the current version of the CMS National Correct Coding Initiative (NCCI) Coding Policy Manual.

(e) For institutional paper claims, complying with all content requirements set forth in the current version of the National Uniform Billing Committee (NUBC) Official UB-04 Data Specifications Manual.

(f) For professional paper claims, complying with all content requirements set forth in the current version of the National Uniform Claim Committee (UCC) 1500 Claim Form Reference Instruction Manual.

(g) For electronic claims, complying with all content requirements set forth in the current version of the American National Standards Institute (ANSI) Accredited Standards Committee (ASC) X12 Health Care Claim (837) transaction Type 3 Technical Reports-TR3.

(h) Home Health services must be billed in accordance with all applicable requirements and standards of CMS' prospective payment system for Medicare home health services.

3. If a claim is denied, VA will notify Provider in writing of the reason for denying the claim and what, if any, additional information is required to process the claim. VA will provide such notification within 45 calendar days of receipt of a paper claim and within 30 calendar days of receipt of an electronic claim. Provider must submit all additional information requested by VA within 30 calendar days of receipt of VA's notice of denial. Such information must be submitted to the VA facility that issued the authorization, in accordance with the requirements of this section. VA will pay, deny, or otherwise adjudicate the claim within 30 calendar days of receipt of the requested information.

K. PAYMENT

1. VA shall pay Provider, upon submission of clean claims, the amounts set forth in Section I of this Agreement for Covered Services furnished and accepted. Payment will be made within 30 calendar days of receipt of a clean electronic claim and within 45 calendar days of receipt of clean paper claim.

2. Payment by Electronic Funds Transfer

(a) Method of payment.

(1) All payments by VA under this Agreement shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term “EFT” refers to the funds transfer and may also include the payment information transfer.

(2) In the event VA is unable to release one or more payments by EFT, Provider agrees to either--

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request VA to extend payment due dates until such time as VA makes payment by EFT (but see paragraph (d) of this clause).

(b) Mandatory submission of Provider’s EFT information. Provider is required to provide the Government with the information required to make payment by EFT (see paragraph (j) of this clause). Provider shall provide this information directly to the office designated in this contract to receive that information (the Designated Office') by no later than 10 business days prior to submission of the first claim. If not otherwise specified in this Agreement, the payment office is the Designated Office for receipt of the Provider’s EFT information. If more than one Designated Office is named for the Agreement, Provider shall provide a separate notice to each office. In the event that the EFT information changes, Provider shall be responsible for providing the updated information to the Designated Office(s).

(c) Mechanisms for EFT payment. VA may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) Suspension of payment.

(1) VA is not required to make any payment under this Agreement until after receipt, by the Designated Office, of the correct EFT payment information from Provider. Until receipt of the correct EFT information, any claim shall be deemed not to have been received by VA for purposes of determining payment due date.

(2) If the EFT information changes after submission of correct EFT information, VA shall begin using the changed EFT information no later than 30 calendar days after its receipt by the Designated Office to the extent payment is made by EFT. However, Provider may request that no further payments be made until the updated EFT information is implemented by the payment office.

(e) Liability for uncompleted or erroneous transfers.

(1) If an uncompleted or erroneous transfer occurs because VA used the Contractor's EFT information incorrectly, VA remains responsible for--(i) making a correct payment; and (iii) recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because Provider's EFT information was incorrect, or was revised within 30 days of VA release of the EFT payment transaction instruction to the Federal Reserve System, and--

(i) If the funds are no longer under the control of the payment office, VA is deemed to have made payment and Provider is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, VA shall not make payment and the provisions of paragraph (d) shall apply.

(f) EFT and timing of payment. A payment shall be deemed to have been made in a timely manner in accordance with the terms of this Agreement if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) EFT and assignment of claims. If Provider assigns the proceeds of this Agreement as provided for in the assignment of claims terms of this Agreement, Provider shall require as a condition of any such assignment, that the assignee shall provide the EFT information required by paragraph (j) of this clause to the Designated Office, and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were Provider. EFT information that shows the ultimate recipient of the transfer to be other than Provider, in the absence of a proper assignment of claims acceptable to VA, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) Liability for change of EFT information by financial agent. VA is not liable for errors resulting from changes to EFT information provided by Provider's financial agent.

(i) Payment information. The payment or disbursing office shall forward to Provider available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. VA may request Provider to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, VA does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to VA. If VA makes payment by check in accordance with paragraph (a) of this clause, VA shall mail the payment information to the remittance address in this Agreement.

(j) EFT information. Provider shall provide the following information to the Designated Office. Provider shall designate a single financial agent capable of receiving and processing the EFT information using the EFT methods described in paragraph (c) of this clause.

(1) The Agreement number.

(2) Provider's name and remittance address, as stated in the Agreement.

(3) The signature (manual or electronic, as appropriate), title, and telephone number of the Provider official authorized to provide this information.

(4) The name, address, and 9-digit Routing Transit Number of Provider's financial agent.

(5) Provider's account number and the type of account (checking, saving, or lockbox).

(6) If applicable, the Fedwire Transfer System telegraphic abbreviation of Provider's financial agent.

(7) If applicable, Provider shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if Provider's financial agent is not directly on-line to the Fedwire Transfer System; and, therefore, not the receiver of the wire transfer payment.

(k) Vendorization. Prior to submitting a claim, Provider must ensure the authorizing VA facility has received a completed FMS Vendor File Request form (VA Form 10091) and W-9, Request for Taxpayer Identification Number and Certification and all information contained therein is current and accurate.

3. Prompt Payment by VA.

(a) Interest penalty. The designated payment office will pay an interest penalty automatically, without request from Provider, if payment is not made by the due date and the conditions listed in paragraphs (a)(1) and (a)(2) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.

(1) VA received a clean claim in accordance with Section J.

(2) VA processed a receiving report or other VA documentation authorizing payment, and there was no disagreement over payment amount, compliance of services furnished with any term or condition of this Agreement, or Provider compliance with any other term or condition of this Agreement.

(b) Computing penalty amount. The interest penalty shall be computed at the rate of interest established by the Secretary of the Treasury under section 3902 of title 31, USC, and published in the Federal Register.

4. Overpayments.

(a) If Provider becomes aware of a duplicate VA payment or that VA has otherwise overpaid under the Agreement, Provider shall—

(i) Remit the overpayment amount to the payment office cited in the Agreement along with a description of the overpayment including the—

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, date(s) of overpayment);

(B) Agreement number, and number(s) of affected authorization(s) and claim(s); and

(C) Provider point of contact.

(b) VA may deduct the amount of any overpayment from payments due Provider, in accordance with 38 U.S.C. § 1703D(e).

5. Interest from Provider.

(a) All amounts that become payable by Provider to VA under this Agreement shall bear simple interest from the date due until paid unless paid within 30 calendar days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (c) of this clause, and then at the rate applicable for each six-month period at fixed by the Secretary until the amount is paid.

(b) VA may issue a demand for payment to the Contractor upon finding a debt is due under the Agreement.

(c) Amounts shall be due on the date of the first written demand for payment.

(d) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—

(i) The date on which the designated office receives payment from Provider;

(ii) The date of issuance of a VA check to Provider from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(iii) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to Provider.

6. The payment office for this Agreement is: the applicable VA office, unless otherwise identified by VA.

L. PAYMENT RESPONSIBILITY

1. Provider agrees that payment by VA under this Agreement shall, unless rejected and refunded by Provider within 30 calendar days of receipt, constitute payment in full and extinguish any liability on the part of the VA beneficiary for the treatment or care provided. No provision of any contract, agreement, or assignment to the contrary shall operate to modify, limit, or negate this requirement.

2. VA is solely responsible for payment for all Covered Services provided under this Agreement. Provider shall not seek to recover or collect from any party, other than the VA, any payment or fee arising from Covered Services authorized and provided under to this Agreement, including any missed appointment fees or charges.

3. Provider shall not collect any cost share or copayment amount from any VA beneficiary for Covered Services provided under this Agreement.

4. Provider agrees that it shall not seek to recover or collect from a health-plan contract or third party, as those terms are defined at 38 U.S.C § 1729, for any Covered Services provided under this Agreement and paid for by VA.

M. DISCONTINUATION

1. Provider may discontinue this Agreement by providing written notice of discontinuation to the designated VA official set forth in the notice provision of this Agreement. Written notice must be received by VA at least 45 calendar days before the discontinuation date and must specify the discontinuation date. In no event shall discontinuation be effective fewer than 45 calendar days after VA receives such notice. Unless the Parties agree otherwise in writing, Provider shall complete any episode(s) of care authorized under this Agreement that are in progress on the effective date of discontinuation.

2. VA may discontinue this Agreement for the reasons set forth in paragraph (a) of this clause. VA notice of discontinuation will comply with the requirements set forth in paragraph (b) of this clause.

(a) VA may discontinue this Agreement for any of the following reasons:

(i) If VA determines Provider failed to comply substantially with any of the provisions of 38 U.S.C. 1703A or 38 CFR §§ 17.4100-17.4135, including but not limited to the requirement to maintain active certification under 38 CFR § 17.4110 and the requirement to comply with all Standards and Requirements for Entities or Providers that Enter Into Veterans Care Agreements set forth at 38 CFR § 17.4115(b)(2);

(ii) If VA determines Provider failed to comply substantially with any of the provisions, terms, or conditions of this Agreement, including but not limited to any of the requirements and conditions set forth in Section D (Provider Qualifications and Conditions for Provision of Covered Services), Section E (VA Credentialing, Approval, and Disapproval of Providers), and Section F (Quality Standards and Monitoring).

(iii) If VA determines Provider is excluded from participation in a Federal health care program (as defined in section 1128B(f) of the Social Security Act (42 U.S.C. 1320a-7b(f)) under section 1128 or 1128A of such Act (42 U.S.C. 1320a-7 and 1320a-7a), or is identified as an excluded source on the System for Award Management Exclusions list described in part 9 of title 48, Code of Federal Regulations, and part 180 of title 2 of such Code, or successor regulations;

(iv) If VA ascertains that Provider has been convicted of a felony or other serious offense under federal or state law and determines that discontinuation of the Agreement would be in the best interest of a VA beneficiary or VA; or

(v) If VA determines it is reasonable to discontinue the Agreement based on the health care needs of a VA beneficiary.

(b) VA will provide written notice of discontinuation to Provider in accordance with the notice provision of this Agreement and within the following timeframes:

(i) Written notice of discontinuation will be issued at least 45 calendar days before the discontinuation date, except as provided in subparagraph (ii).

(ii) Notice may be issued fewer than 45 calendar days before the discontinuation date, including notice that is effective immediately upon issuance, when VA determines such abbreviated or immediate notice is necessary to protect the health of VA beneficiaries.

(c) Unless otherwise directed by VA in writing, Provider shall complete any episode(s) of care authorized under this Agreement that are in progress on the effective date of discontinuation. If VA's written notice of discontinuation sets forth any limitations on Provider furnishing previously-authorized services after the discontinuation date or any other specified date (including immediately upon issuance of such notification), Provider shall comply with those limitations.

3. Upon discontinuation by either Party, Provider shall provide VA with a list of all pending VA beneficiary appointments and shall provide all medical records in accordance with Section H of this Agreement.

N. DISPUTES

1. All disputes arising under or related to this Agreement are subject to 38 U.S.C. § 1703A(h) and 38 CFR § 17.4135. 38 CFR § 17.4135 establishes the administrative procedures and requirements for asserting and resolving all such disputes.

2. For purposes of this clause, a dispute means a disagreement, between VA and Provider, that meets the following criteria:

(a) Pertains to either—(1) claims for payment under this Agreement; or (2) the scope of one or more specific authorizations under this Agreement.

(b) Is not resolved informally by mutual agreement of the parties; and

(c) Culminates in one of the parties demanding or asserting, as a matter of right, the payment of money in a sum certain under the Agreement, the interpretation of the terms of the Agreement or a specific authorization thereunder, or other relief arising under or relating to the Agreement. However, a dispute does not encompass any demand or assertion, as a matter of right, for penalties or forfeitures prescribed by a statute or regulation that another federal agency is specifically authorized to administer, settle, or determine.

3. The procedures established in this clause and § 17.4135 should only be used when the Parties have failed to resolve an issue in controversy by mutual agreement.

4. Disputes must be initiated by submitting a notice of dispute, in writing, to the designated VA official for receipt of disputes in accordance with Section O. The notice of dispute must contain all specific assertions or demands, all facts pertinent to the dispute, any specific resolutions or relief sought, and all information and documentation necessary to review and adjudicate the dispute.

5. The notice of dispute must be received by the designated VA official for receipt of disputes, in accordance with the terms of this Agreement, within 90 calendar days after the accrual of the dispute. For purposes of this clause, the "accrual of the dispute" is the date when all events, that fix the alleged liability of either VA or Provider and permit the applicable demand(s) and assertion(s), were known or should have been known. The term "accrual of the dispute," as defined, has the following meanings in each of the two specific circumstances that follow:

(a) When a dispute consists of Provider asserting that VA has made payment in an incorrect amount, under circumstances where VA has issued a corresponding payment notice and Provider has received such notice, the accrual of the dispute is the date such notice was received by Provider.

(b) When a dispute consists of Provider asserting that VA has improperly denied payment to which it is entitled, under circumstances where VA has issued a corresponding denial of payment notice and Provider has received such notice, the accrual of the dispute is the date such notice was received by Provider.

O. NOTICE

Except as otherwise provided in this Agreement, any notice required or permitted to be given pursuant to the terms of this Agreement shall be in writing and shall be sent by mail or email to the individuals designated at the addresses listed below, or to such other person or entity as either Party shall designate by written notice to the other in accordance herewith:

U.S. Department of Veterans Affairs *(OCC to add all applicable VA POCs, mailing addresses, and email addresses)*

Designated VA official for receipt of notice of disputes pertaining to claims for payment: Director, VHA Office of Community Care (OCC), Claims Adjudication and Reimbursement (CAR) *(add mailing/email addresses for receipt of notices of dispute)*

Designated VA official for receipt of notice of disputes pertaining to the scope of authorizations: As identified in the authorization.

Provider *(Parties to fill in all applicable Provider POCs, mailing addresses, and emails)*

P. TERM

The term of this Agreement is three (3) years, beginning on the Effective Date.

Q. FEDERAL LAW APPLICABLE

This Agreement shall be governed, construed, and enforced in accordance with Federal law. VA is subject to the Laws and Regulations of the U.S. Code and Code of Federal Regulations, which shall take precedence over this Agreement if there is a conflict between this Agreement and those Federal Laws and Regulations. This agreement is governed by chapter 17 of title 38, U.S.C., the VA MISSION Act of 2018 (Public Law 115-182), and 38 C.F.R. §§ 17.4100-4135.

R. RELATIONSHIP OF THE PARTIES

The Parties to this Agreement are independent contractors. Nothing in this Agreement shall be construed as, or be deemed to create between the Parties hereto, a relationship of employee or employer, principal or agent, or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the provisions of this Agreement.

S. WARRANTY OF COMPLIANCE

Provider warrants it will operate in compliance with all applicable Federal laws and regulations.

T. PRIVACY ACT STATEMENT

1. To the extent any of the information that VA has a right to request from Provider or that Provider is otherwise required to provide VA under the terms of this Agreement constitutes “information” within the meaning of 5 USC 552a(e), and without prejudice to any other terms of this Agreement or the rights or obligations of the Parties under those terms, the following Privacy Act Statement applies.

2. VA's authority to solicit such information is 38 USC 1703A. VA's principal intended purposes for collecting such information is to use such information to establish, determine, and monitor eligibility of non-VA health care providers to furnish health care services authorized under chapter 17 of title 38, USC, as well as all uses arising under or related to the Agreement, including the exercise of any rights and discharge of any obligations thereunder. Other uses of this information include, but are not limited to, reporting healthcare provider earnings to the Internal Revenue Service; Third Party Liability, preparing responses to inquiries; performing statistical analyses for use in managerial activities, resource allocation and planning; processing and adjudicating administrative benefit claims by VBA Regional Office (RO) staff; conducting audits, reviews and investigations by staff of the VA healthcare facility, Veterans Integrated Service Network (VISN) Offices, VAFSC, VA Headquarters, and the VA Office of Inspector General (OIG); in the conduct of law enforcement investigations; and in the performance of quality assurance audits, reviews and investigations.

3. Information will be maintained in the System of Records described in System of Record Notice, 23VA10NB3, entitled “Non-VA Care (Fee) Records-VA”, published at 80 FR 45590 (July 30, 2015). VA may disclose such information for routine uses 2, 7, and 30, described below and as otherwise noted in the referenced System of Records Notice. These records may also be disclosed as part of an ongoing computer-matching program to accomplish these purposes.

(a) A record from this system of records may be disclosed to a Federal, State, or local government agency, maintaining civil, criminal, or other relevant information, such as current licenses, registration or certification, if necessary, to obtain information relevant to an agency decision concerning the hiring or retention of an employee, the use of an individual as a consultant, attending or to provide Non-VA Care (fee), the issuance of a security clearance, the letting of a contract, or the issuance of a license, grant, or other health, educational or welfare benefits. Any information in this system also may be disclosed to any of the above-listed governmental organizations as part of a series of ongoing computer matches to determine if VA healthcare practitioners and private practitioners used by the VA hold current, unrestricted licenses, or are currently registered in a State, and are board certified in their specialty, if any.

(b) Records from this system of records may be disclosed to a Federal agency or to a State or local government licensing board and/or to the Federation of State Medical Boards or a similar nongovernment entity which maintains records concerning individuals' employment histories or concerning the issuance, retention or revocation of licenses, certifications, or registration necessary to practice an occupation, profession or specialty, in order for the agency to obtain information relevant to an agency decision concerning the hiring, retention or termination of an employee or to inform a Federal agency or licensing boards or the appropriate non-government entities about the healthcare practices of a terminated, resigned or retired healthcare employee whose professional healthcare activity so significantly failed to conform to generally accepted standards of professional medical practice as to raise reasonable concern for the health and safety of patients in the private sector or from another Federal agency.

4. Disclosure to other Federal agencies may be made to assist such agencies in preventing and detecting possible fraud, waste or abuse by individuals in their operations and programs.

5. Provider should be aware that the Computer Matching and Privacy Protection Act of 1988 (P.L. 100-503) amended the Privacy Act, 5 U.S.C. § 552a, to permit the government to verify information through computer matching. All provisions of this Privacy Act statement apply to Provider, all providers that perform services authorized under this Agreement, and all providers identified in accordance with subsection E.1 of this Agreement.

U. ASSIGNMENT

Provider may assign its rights to receive payment due as a result of performance of this Agreement to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. § 3727).

V. FORCE MAJEURE

Neither Party shall be deemed to breach its obligations under this Agreement if that Party's nonperformance is caused by an occurrence beyond the reasonable control of the Party and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in its sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Party invoking this clause shall notify the other Party in writing as soon as reasonably possible after the commencement of any excusable breach (setting forth the full particulars in connection therewith), shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the other Party of the cessation of such occurrence.

W. WAIVER

Waiver, whether expressed or implied, of any breach of any provision of this Agreement shall not be deemed to be a waiver of any other provision or a waiver of any subsequent breach of the same provision.

X. AMENDMENT

This Agreement may be amended only by mutual written consent of authorized representatives of the Parties, except as otherwise expressly provided herein.

Y. SEVERABILITY

If any part of this Agreement should be determined to be invalid, unenforceable, or contrary to law or professional ethics, that part shall be reformed, if possible, to conform to law and ethics, and if reformation is not possible, that part shall be deleted, and the other parts of this Agreement shall remain fully effective.

Z. ENTIRE AGREEMENT

This Agreement, including the authorizations issued hereunder, constitutes the entire agreement between the Parties and, as of the Effective Date hereof, supersedes all other agreements and understandings between the Parties with respect to the subject matter hereof.

AA. VETERANS CARE AGREEMENT SIGNATURE

1. By the signatures of their authorized representatives below, this Agreement is made and entered into between Provider and VA, effective upon the date of last signature below (Effective Date).

2. By the signature below, 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.

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

Name of Provider	Department of Veterans Affairs
Title of Authorized Representative of Provider	Title
Print Name of Authorized Representative of Provider	Print Name of VA Medical Facility Director or Designee
Signature of Authorized Representative of Provider	Signature of VA Medical Facility Director or Designee
Date Signed	Date Signed