

## VCP PROVIDER AGREEMENT INFORMATION SHEET

The purpose of this information sheet is to give an overview of the different sections and parts contained in the VA Community Care Provider Agreement. This is not a contractual document, but rather informational to help our community partners better understand the scope, requirements, services covered, payment and claims details and other information contained within the VA Community Care Provider Agreement.

### SECTION A: GENERAL

**PART 1:** *The Veteran Access, Choice and Accountability Act of 2014 as amended.*

- Gave the Department of Veterans Affairs the authorization to do Provider Agreements.

**PART 2:** *All VA Community Care providers must sign a Provider Agreement with VA to receive payment for health care services delivered through the Veterans Choice Program.*

**PART 3:** *Eligible Medical Providers.*

- Accept Medicare.
- Practice at a military medical treatment facility.
- Practice at Indian Health Service medical facility.
- Others providers that meet VA criteria.

**PART 4:** *Credential and Licensing. VA Community Care providers must keep required credentials and licenses current.*

- Details about these requirements are available online <http://www.va.gov/vhapublications> in VHA Handbook 1100.19, Credentialing and Privileging, and VHA Directive 2012-030, or subsequent issue.
- Verify status each year. VA Community Care provider must verify licenses and credentials to VA at least once per 12-month period.
- Health care organizations such as hospitals must ensure their providers' status is current.
- Providers must maintain medical malpractice insurance to comply with local requirements. Insurance should cover any failures to act that gives rise to liability.

**PART 5:** *Licenses in Multiple States.*

- If a VA Community Care provider is licensed in multiple states, the Community Care provider must certify that they are in good standing and are able to practice in each of those states.

**PART 6:** *VA Community Care providers must notify VA within 15 days of termination of their license, registration, or certification.*

**PART 7:** *All VA Community Care providers must comply with Federal and state legal requirements.*

**PART 8:** *VA will provide payment only for authorized services described in the supporting documents for this Provider Agreement. VCP Provider Agreement requirements are straightforward.*

- VA Community Care providers must get authorization from VA before delivering any health care services, even if the provider believes that a service is necessary, but was excluded from the original authorization.
- Emergency care will not be covered by this agreement.

**PART 9:** *Medical Records.*

- VA Community Care providers must have a copy of all medical and dental records within 30 days of the



appointment.

**PART 10: Missed Appointment.**

- VA Community Care providers must keep VA informed of any missed VA Community Care medical appointments or follow-ups within five business days of the missed appointment.
- VA will not pay for any costs or fees for missed appointments.

## **SECTION B: SCOPE OF AGREEMENT**

**PART 1:** *The Provider Agreement only covers authorized VA Community Care services.*

## **SECTION C: COVERED SERVICES**

**Part 1:** *VA Community Care providers must request authorization for additional services that fall outside the scope of the initial authorization.*

- Prescriptions: VA Community Care providers must follow the VA National Formulary policy. VA may dispense non-formulary medication when clinical justification meets VA policy.
- VA National Formulary: View online at <http://www.pbm.va.gov/Nationalformulary.asp>.

## **SECTION D: PAYMENT**

**PART 1:** *VA will use Medicare rates to pay for health care services provided through this Provider Agreement.*

- There are some exceptions to the Medicare rates in Alaska, Maryland and highly rural areas.

## **SECTION E: PAYMENT RESPONSIBILITY**

**PART 1:** *VA will notify a Community Care provider when it is the primary payer for authorized health care services.*

**PART 2:** *VA Community Care providers must accept VA payments as final when VA is the primary payer.*

- VA Community Care providers cannot bill Veterans when VA is the primary payer.
- VA must notify VA Community Care providers when the Department will not be the primary payer for health care services provided under this agreement.
- If a Veteran has private health insurance, that insurance will be the primary payer as applicable to that plan. This excludes Medicare, Medicaid, and TRICARE.

**PART 3:** *When VA is a secondary payer, VA will provide the VA Community Care provider with a Veterans' health plan information.*

- VA Community Care providers are responsible for seeking payment when VA is not the primary payer. VA Community Care providers must also provide VA with an itemized claim. The claim should include a health plan and all paid claims.
- VA will cover authorized care not covered by the primary health plan. Note: the payment shall not exceed the determined rate for such services.

**PART 4:** *VA Community Care providers will not collect VA copayments from Veterans.*



## **SECTION F: CLAIMS SUBMISSION**

**PART 1:** *VA Community Care provider must submit all invoices to VA electronically, where possible.*

**PART 2:** *VA will issue payments electronically. The amount a VA Community Care provider collects cannot exceed the determined rate.*

## **SECTION G: CANCELLATION AGREEMENT**

**PART 1:** *Cancellation of the agreement is possible at any time.*

- VA or a VA Community Care provider must provide a 45-day written cancellation notice.
- Cancellation will take effect 45 days from the date provided in the cancellation notice.

**PART 2:** *Cancellation is active upon completion of an Authorized Episode of Care (EOC) when an EOC authorization exceeds the 45-day cancellation period.*

**PART 3:** *Failure to meet licensure, safety, and quality requirements means automatic cancellation of this Provider Agreement.*

## **SECTION H: PERIOD OF PERFORMANCE**

**PART 1:** *This agreement is good up to five years after the effective date or the expiration of the Veterans Choice or whichever comes first.*

## **SECTION I: COMPLIANCE WITH FEDERAL LAWS**

**PART 1:** *Provider Agreements are governed by the Veterans Access, Choice and Accountability Act of 2014*

**PART 2:** *Provider Agreements are not to be considered a Federal contract for the acquisition of goods or services and are not subject to any provisions of law governing Federal contracts for the acquisition of goods or services.*

**PART 3:** *Providers are not required to comply with reporting and auditing requirements imposed under the Service Contract Act of 1965.*

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

## **SECTION J: ADMINISTRATIVE APPEALS**

**PART 1:** *A Community Care provider can initiate an appeal in writing with a VA facility that processed a medical claim.*

## **SECTION K: PROVIDER AGREEMENT SIGNATURE**

**PART 1:** *The Provider Agreement document is legally binding agreement between VA and the Community Care provider (signee below). The agreement is active starting the date of the last signature below.*

**PART 2:** *A VA Medical Facility Director can sign the Provider Agreement on behalf of VA or grant authority to another in writing to do so in their place.*

**PART 3:** *Signing the Provider Agreement means each person understands the terms of the agreement.*

