



STATE OF NEW YORK DEPARTMENT OF HEALTH

Corning Tower The Governor Nelson A. Rockefeller Empire State Plaza Albany, New York 12237

Richard F. Daines, M.D.
Commissioner

Wendy E. Saunders
Executive Deputy Commissioner

January 2009

Dear Pharmacy:

I am writing to request that your pharmacy enroll in the New York (NY) Prescription Saver Card, the recently approved State-sponsored drug discount card. This program is designed to help uninsured, lower income, disabled and near elderly individuals, who are not eligible for Medicaid or the Elderly Pharmaceutical Insurance Coverage (EPIC) program, afford the prescription medications they need. Discounts obtained by the State from participating pharmacies and manufacturers will be passed through to the cardholder at the point-of-sale. While the discount card does not provide insurance coverage, the lower pharmacy prices combined with manufacturer discounts will certainly help make prescription drugs more affordable.

Enclosed is a provider agreement by which you may enroll in the new program, as well as Frequently Asked Questions regarding the program. The agreement is modeled closely on the contract you have signed for the EPIC program. Please note that the staff and contractor that operate EPIC will also administer the NY Prescription Saver Card to assure efficient and effective program operations. Consistent with the legislation enacting the new program, you can anticipate rapid payment processes for transactions covered under the discount card.

Although the discount card will not be implemented until April 1, 2009, we would like to confirm the participation of pharmacies throughout the State by February 17, 2009, so that new card members will know which pharmacies in their area will be part of the Prescription Saver Card network. We ask that you return the enclosed agreement by January 30, 2009 to assure that outreach materials reflect your participation.

Particularly with the recent economic downturn, more and more individuals are finding themselves without employer coverage, yet with incomes too high for government drug programs. As an enrolled pharmacy in the EPIC program, you can appreciate the need for local access to affordable medications by lower income residents. I look forward to confirming your support and participation for this new program. If you have any questions or concerns, please contact Eric Brundige, Communications Manager, directly at (518) 220-3815.

Sincerely,

Richard F. Daines, M.D.
Commissioner of Health

Enclosures



New York Prescription Saver Card

PROVIDER AGREEMENT

PHARMACY IDENTIFICATION (all information must be provided):

Pharmacy Name	d/b/a	()
Business Address (street, city, state, zip)		Phone ()
Corporate Address (street, city, state, zip)		Phone
National Provider Identifier (NPI)	Federal Tax ID #	
NYS Pharmacy Registration #	Medicaid Provider # (if any)	

This agreement made by and between the NY Prescription Saver Card (hereafter NYPS) and _____ (hereafter the Provider) sets forth the terms and conditions governing participation in the NYPS. The parties to this Agreement, intending to be legally bound, agree as follows:

I. Provider Responsibilities:

- A. The Provider agrees to participate in the NYPS and to comply with all Federal and New York State laws generally and specifically governing the practice of pharmacy in New York State, and rules regarding participation in the NYPS. The Provider agrees to be knowledgeable of and to comply with applicable rules, regulations, rate, and fee schedules promulgated under such laws and any amendments thereto.
- B. The submissions by or on behalf of the Provider of any claim to NYPS shall constitute certification by the Provider that:
 1. the service or items were actually provided by the Provider to the person identified as an NYPS participant; and
 2. the claim represents the lower charge from the options listed below:
 - a) usual or customary charge of the pharmacy for such drug
 - b) the pharmacy's charge to the general public at the time of purchase, taking into consideration any quantity and promotional discounts.

- C. The Provider agrees to accept as reimbursement in full the payment level applicable to the Elderly Pharmaceutical Insurance Coverage (EPIC) Program and defined under Title 3, Section 250(1) of the Elder Law. The Provider will accept payment from NYPS together with the applicable customer charge, as payment in full, for all covered drugs billed under NYPS. The Provider agrees to charge customers only the Patient Pay Amount communicated to the Provider by the NYPS online claim system in the approved claim response.
- D. The Provider agrees to complete and sign an Electronic Funds Transfer Authorization Agreement with NYPS and to accept reimbursement from NYPS via electronic funds transfer to the Provider's designated bank account.
- E. The Provider agrees to accept the NYPS as the sole source of payment on behalf of the patient; the NYPS will not be used in combination with any other coverage payment for the patients' drug purchases.
- F. The Provider agrees to prepare and maintain contemporaneous records demonstrating its right to receive payment under NYPS and to keep for a period of three years from the date services or supplies were furnished all information regarding claims for payment submitted by, or on behalf of, the Provider and to furnish such records and information, upon request, to NYPS or agents and designees.
- G. The Provider will not illegally discriminate in the provision of services on the basis of handicap, race, color, religion, national origin, sex, or age.
- H. The Provider will permit audits of all claims approved by NYPS and NYPS' agents will perform such audits.
- I. The Provider represents that the information submitted in or with the application for enrollment to participate in NYPS and from which this contract ensued is true, accurate and complete. The Provider agrees further that such representation shall be a continuing one and that the Provider shall notify the NYPS Program, in writing, within fifteen (15) days of its occurrence, if any fact arises or is discovered subsequent to the date of the application which affects the truth, accuracy or completeness of such representation.
- J. This agreement is specific to the Provider and may not be assigned by the Provider without prior written approval from NYPS.
- K. The Provider will assure that (a) billings for all covered drugs for which reimbursement is claimed will be furnished by or under the supervision of the Provider Pharmacist and (b) all claims submitted shall accurately identify the National Drug Code of the drug dispensed.
- L. The Provider agrees to submit claims for payment electronically, using the NYPS online point of sale (POS) claim system. The Provider agrees to submit electronic claims and accommodate the complete receipt of NYPS claim responses in conformance with the current NYPS payer specifications, and any revisions that may occur from time to time.

M. All payments made in satisfaction of claims submitted via electronic claim submission will be delivered from State funds. Any false claims, statements or documents, or concealment of material fact by the Provider may be subject to prosecution under applicable State law.

II. Effective Date and Terms of the Agreement:

The effective date of this Agreement shall be April 1, 2009, or the date on which the Agreement is approved and dated by NYPS, whichever is later, and shall remain in effect until terminated by either party. Termination of this contract shall not relieve the Provider of the obligations to retain records and make restitution of overpayments for services or items furnished prior to termination.

III. Termination Of Agreement:

- A. The Provider, upon thirty (30) days’ advance written notice to NYPS, may terminate this Agreement.
- B. The Provider’s participation in NYPS may be terminated, suspended or restricted. The Provider must be given written notice of the action at least fifteen (15) days prior to its effective date, stating the reason for the action, the effective date, the effect of the action upon the Provider's participation in NYPS, the earliest date on which participation may be reinstated, and the requirements for requesting an administrative hearing to challenge the action.
- C. The NYPS reserves the authority to automatically terminate this agreement without prior notice should it be determined that such termination is in the best interest of the State.

IV. Disputes:

All questions or disputes arising between the parties hereto with respect to payment made pursuant to this Agreement shall be referred to the Director of NYPS after a good faith effort on the part of the Provider and NYPS fails to resolve the dispute. Settlement of disputes under this provision must occur prior to any final payment to the Provider.

Certification:

I agree to the terms of this agreement, and hereby certify, to the best of my knowledge, that the above provided information is true and correct.

Signature of Provider, Owner or Authorized Agent **Date**

Name of Authorized Representative (Printed or Typed) **Title**

Please return this completed Provider Agreement and Electronic Funds Transfer Authorization Agreement to: NY Prescription Saver Card, P.O. Box 15018, Albany, NY 12212 – 5018.



NEW YORK PRESCRIPTION SAVER CARD

Electronic Funds Transfer AUTHORIZATION AGREEMENT

NCPDP Number NPI Number Contact Name

Name of Pharmacy Contact Phone Number

Address of Pharmacy E-Mail Address (if available)

City State Zip (_____) _____ - _____
Pharmacy FAX No. (if Available)

Depository Bank Information: Please note that the account you designate must be your pharmacy's account, as we are unable to credit third party accounts.

Name of Bank

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Bank Account Number ABA Routing Number (9 digits)

Checking Savings

Certification of Authority:

I certify that I am authorized to act on behalf of the above-named pharmacy and account, and hereby authorize the New York Prescription Saver Card (NYPS) and the depository/bank financial institution named above (DEPOSITORY) to initiate credits against said account, and to also initiate, if necessary, debit entries and adjustments for any entries credited in error. This authorization is to remain in full force and effect until NYPS has received written notification from me of its termination in such time and manner as to afford NYPS and DEPOSITORY a reasonable opportunity to act on it.

Name(s) *(please print)*

Title *(please print)*

Signature Date

New York Prescription Saver Card Frequently Asked Questions: Pharmacists

1. Who is eligible for the NY Prescription Saver Card?

The new discount card is for New York State residents who are age 50-64, or Social Security disabled, **and** have an annual household income up to \$35,000 for singles and up to \$50,000 for married couples **and** are NOT receiving Medicaid benefits.

2. Is there is an enrollment or application fee?

No, there is no enrollment or application fee to join the New York Prescription Saver Card.

3. What drugs are covered? Are diabetic supplies included?

The discount card covers the same drugs that are covered by the Elderly Pharmaceutical Insurance Coverage (EPIC) program. This includes all prescription drugs plus insulin and insulin syringes and needles. (Test strips and glucose monitors are not covered.)

4. Can the NY Prescription Saver Card be used with other drug coverage or discount cards?

No. The member can have other drug discount cards or coverage along with the New York Prescription Saver card, but only one card can be used for each purchase.

5. Can individuals on Medicaid use the NY Prescription Saver Card?

No. Medicaid recipients are not eligible because New York's Medicaid program provides more comprehensive coverage of prescriptions and some over-the-counter medications.

6. If the card member has Medicare Part D or other insurance, can the new discount card be used for drugs not covered by the plan? How about for the deductible and "doughnut hole"?

If the member is under age 65 and has Medicare Part D, they may use the discount card **instead** of their Part D plan, but they cannot use the discount card **and** another insurance card for the same purchase.

If the member has Medicare Part D and is in their deductible or "doughnut hole," they can use the NY Prescription Saver Card instead of their Part D card to get the discount on their purchases. According to Medicare, they can get credit for these purchases toward their deductible or out-of-pocket limit by sending in the paper receipt to their Part D plan; the pharmacy cannot bill the plan directly.

7. Can EPIC enrollees use the NY Prescription Saver Card while they are in the deductible or doughnut hole status, or for drugs that are not on their Medicare Part D plan formulary?

Generally, EPIC enrollees will not be eligible for the NY Prescription Saver Card. The card is for those under 65 or disabled, while EPIC is for those 65 or older. In limited situations, a Social Security disabled individual may be over 65 and qualify for EPIC. If so, they can use the card instead of their Part D or EPIC coverage, but not on the same prescription purchase.

8. Can the NY Prescription Saver Card be used to help pay for Medicaid spend down purchases?

No. If an individual is enrolled in Medicaid, even for spend down, they are not eligible for the discount card.

9. Is the State using a pharmacy benefit manager to operate the card?

No, the EPIC staff and a contractor will be operating the new discount card program.

10. What payment rate will be provided to participating pharmacies?

Purchases under the Prescription Saver Card will be subject to the same pricing requirements as for the EPIC program.

11. How timely will payment be under the Prescription Saver Card?

Payments to pharmacies will be released via electronic transfer within two business days of the claim transaction.

12. What about manufacturer discounts, how will those be handled?

When manufacturers agree to participate in the NY Prescription Saver Card by providing discounts for their products, the amount of that discount will be included in the online claim response to the pharmacy. The online claim system will indicate how much is to be collected from the cardholder and how much the State will reimburse the pharmacy (i.e. the manufacturer discount amount). The cardholder and State payments, combined, will equal the allowed pharmacy price.

13. Will there be manufacturer discounts on all prescriptions?

No, manufacturer participation in the NY Prescription Saver Card is voluntary and some may choose not to participate.

14. Can pharmacists enroll disabled and near elderly individuals into the program?

Applications may be taken over the phone, as well as by mail and via an electronic website. Pharmacists are encouraged to assist customers to complete an application if possible. Enrollment details will be available in early 2009.