

SPECIAL PROVISIONS FOR PHARMACY

1. If PROVIDER is an Indian Health Service facility, a Tribal facility, or an Urban Indian Clinic, the General Agreement and Special Provisions 2 through 10 below do not apply to PROVIDER. Addendum 1 to these Special Provisions applies to these providers.
2. PROVIDER is the owner of pharmacy which (1) is duly licensed by the Board of Pharmacy pursuant to 59 Okla.Stat. § 353.18 (and the law of the state where PROVIDER operates if in a state other than Oklahoma), (2) is duly registered by the Oklahoma Bureau of Narcotics and Dangerous Drugs Control pursuant to 63 Okla. Stat. § 2-302, and (3) has all other state, federal, tribal, and local licenses, certifications, registrations, and permits required of such an operation.
3. All persons who engage in the practice of pharmacy in PROVIDER's employ or facility are pharmacists registered pursuant to 59 Okla. Stat. § 353.9 (or the appropriate licensure act in the state where services are rendered) and who engage in practice as assistant pharmacists in PROVIDER's employ or its facility are registered as assistant pharmacists pursuant to 59 Okla. Stat. § 353.10 (or the appropriate licensure act in the state where services are rendered). All such registrations shall be kept current during the term of this Agreement.
4. PROVIDER agrees:
 - a. To provide prescription drugs and other pharmaceutical products to SoonerCare members;
 - b. To abide by all restrictions on the provision of prescription drugs and other pharmaceutical products as expressed by the federal statutes and federal regulations, as well as Oklahoma Statutes and Oklahoma rules or the appropriate statutory and regulatory restrictions of the state where prescription drugs or other pharmaceutical products are provided.
 - c. To make a reasonable effort to obtain, record, and maintain the following information regarding the SoonerCare member for whom the product is prescribed
 - (i) name, address, telephone number, date of birth or age, and gender;
 - (ii) individual history where significant, including disease state(s), known allergies and drug reactions, and a comprehensive list of medications and relevant devices; and
 - (iii) pharmacist's comments relevant to the member's drug therapy;
 - d. To comply with 42 USC § 1396r-8(g) (2) (A) (ii), in providing any product pursuant to this Agreement;
 - e. To accept electronically prescribed prescriptions from SoonerCare providers with certified e-prescribing.
5. PROVIDER's pharmacist or assistant pharmacist, acting within the scope of practice permitted such assistant shall offer to counsel the SoonerCare member receiving the product or the caregiver of such member about matters which in the pharmacist's or assistant pharmacist's professional judgment are significant, including:
 - a. name and description of the product;
 - b. dosage form, dosage, route of administration, and duration of drug therapy;
 - c. special directions and precautions for preparation, administration, and use by patient;

- d. common severe or adverse side effects or interactions and therapeutic contraindications that may be encountered, including their avoidance and action required if they occur;
 - e. techniques for self-monitoring drug therapy;
 - f. proper product storage;
 - g. prescription refill information; and
 - h. action to take if a dose is missed.
6. PROVIDER shall not be required to provide the counseling or to obtain the information set out in this paragraph if the member or caregiver refuses such consultation and request for information.
 7. PROVIDER shall fill orders from PROVIDER's own inventory or the inventory of other suppliers with which it has contracts to fill such orders or shall compound or mix prescription drugs for sale from supplies it buys under a contract. Professional samples, patient assistance program medications, and products received by PROVIDER through other than regular channels of commerce shall not be billed to the Medicaid program.
 8. If PROVIDER provides sterile products for home infusion therapy, PROVIDER must meet the requirements stated at OAC § 535:15-9-1 et seq. for parenteral pharmacies or the relevant law of the state where such products are provided if different than Oklahoma.
 9. PROVIDER's provision of prescription drugs shall be pursuant to a valid prescription as defined at 59 Okla. Stat. § 353.1 from a prescriber authorized by state or federal law.
 10. OHCA shall pay PROVIDER for prescription drugs and other pharmaceutical products within the scope of OHCA's programs based on rates recommended by the OHCA Rates and Standards Committee and approved by the OHCA Board of Directors.
 11. The term of this Agreement shall expire June 30, 2018.

**ADDENDUM TO
HOSPITAL OR OUTPATIENT FUNDING AGREEMENT
FOR THE PROVISION OF PHARMACEUTICAL SERVICES
SOONERCARE AMERICAN INDIAN/ALASKA NATIVE
TRIBAL HEALTH SERVICE PROVIDERS**

This Addendum applies only if the PROVIDER is a provider at an ITU (Indian Health Services facility, Tribal facility or Urban Indian clinic).

ARTICLE I. PURPOSE

The purpose of this Addendum is to delineate Oklahoma Health Care Authority (OHCA) and PROVIDER'S agreement that PROVIDER will be reimbursed from OHCA for various prescription drugs and other pharmaceutical services.

ARTICLE II. HOSPITAL/CLINIC AGREEMENT

The parties have a current Funding Agreement for Hospital Services and/or Outpatient Clinic Services.

ARTICLE III. PROVIDER

- 3.1** PROVIDER has a pharmacy which (1) is not licensed by individual states, (2) is accredited in accordance with Federal statutes and regulations, and (3) has all other state, federal, tribal, and local licenses, certifications, registrations, and permits required of such an operation. All such accreditation shall be kept current during the term of this Agreement. A copy of PROVIDER'S pharmacy accreditation is attached to this Agreement.
- 3.2** PROVIDER agrees to abide by all applicable restrictions on the provision of pharmaceutical services as expressed by the federal statutes and federal regulations.
- 3.3** PROVIDER agrees:
- a. To provide prescription drugs and other pharmaceutical products to SoonerCare members;
 - b. To abide by all restrictions on the provision of prescription drugs and other pharmaceutical products as expressed by the federal statutes and federal regulations, as well as Oklahoma Statutes and Oklahoma rules or the appropriate statutory and regulatory restrictions of the state where prescription drugs or other pharmaceutical products are provided.
 - c. To make a reasonable effort to obtain, record, and maintain the following information regarding the SoonerCare member for whom the product is prescribed
 - (i) name, address, telephone number, date of birth or age, and gender;
 - (ii) individual history where significant, including disease state(s), known allergies and drug reactions, and a comprehensive list of medications and relevant devices; and
 - (iii) pharmacist's comments relevant to the member's drug therapy;

- d. To comply with 42 USC § 1396r-8(g) (2) (A) (ii), in providing any product pursuant to this Agreement;
 - e. To accept electronically prescribed prescriptions from SoonerCare providers with certified e-prescribing.
- 3.4** PROVIDER's pharmacist or assistant pharmacist, acting within the scope of practice permitted such assistant shall offer to counsel the SoonerCare member receiving the product or the caregiver of such member about matters which in the pharmacist's or assistant pharmacist's professional judgment are significant, including:
- a. name and description of the product;
 - b. dosage form, dosage, route of administration, and duration of drug therapy;
 - c. special directions and precautions for preparation, administration, and use by patient;
 - d. common severe or adverse side effects or interactions and therapeutic contraindications that may be encountered, including their avoidance and action required if they occur;
 - e. techniques for self-monitoring drug therapy;
 - f. proper product storage;
 - g. prescription refill information; and
 - h. action to take if a dose is missed.
- 3.5** PROVIDER shall not be required to provide the counseling or to obtain the information set out in this paragraph if the member or caregiver refuses such consultation and request for information.
- 3.6** PROVIDER shall fill orders from PROVIDER's own inventory or the inventory of other suppliers with which it has contracts to fill such orders or shall compound or mix prescription drugs for sale from supplies it buys under a contract. Professional samples, patient assistance program medications, and products received by PROVIDER through other than regular channels of commerce shall not be billed to the Medicaid program.
- 3.7** If PROVIDER provides sterile products for home infusion therapy, PROVIDER must meet the requirements stated at OAC § 535:15-9-1 et seq. for parenteral pharmacies or the relevant law of the state where such products are provided if different than Oklahoma.
- 3.8** PROVIDER's provision of prescription drugs shall be pursuant to a valid prescription as defined at 59 Okla. Stat. § 353.1 from a prescriber authorized by state or federal law.
- 3.9** OHCA shall pay PROVIDER for prescription drugs and other pharmaceutical products within the scope of OHCA's programs based on rates recommended by the OHCA Rates and Standards Committee and approved by the OHCA Board of Directors.

ARTICLE IV. REIMBURSEMENT

OHCA shall reimburse PROVIDER for pharmaceutical services in accordance with the appropriate part of OHCA's Provider Manual § 317:30-5-78-et seq.,