

**PHARMACY PROVIDER AGREEMENT WITH THE TEXAS DEPARTMENT OF STATE
HEALTH
SERVICES FOR PARTICIPATION OF PHARMACY PROVIDERS IN
THE CHILDREN WITH SPECIAL HEALTH CARE NEEDS (CSHCN) SERVICES PROGRAM**

(Legal Name of Provider) ("Doing Business As" (DBA) Name, if applicable)

(Address) (City, State) (Zip Code)

(Medicaid Vendor Drug Provider Number) (Texas Comptroller Vendor ID#, if available)

The provider agrees, in accordance with the state laws, rules, and regulations pertaining to the Texas Department of State Health Services (DSHS), CSHCN Services Program, and as a condition for participation in this program, to the terms and conditions set forth below.

1. To maintain and retain such records as are necessary to fully disclose the extent of the services provided to CSHCN Services Program clients and the amounts claimed for each of such services for the same minimum time as required by the Texas Medicaid Vendor Drug Program, or its contracted designee, or until all audits and all audit exceptions are resolved, whichever period is longer. If litigation is involved, the records must be retained until litigation has ended or for the time period cited above, whichever period is longer.
2. To provide unconditionally, upon request, free copies of and access to all records pertaining to the services for which claims are submitted for CSHCN Services Program clients to representatives designated by DSHS.
3. To accept the payment established by the CSHCN Services Program and the Texas Medicaid Vendor Drug Program, or its contracted designee, as payment in full for covered services even though such fees may be below the usual and customary charges, and to make no additional charge to the client, any member of the family, or to any other source for services in connection with submission of CSHCN Services Program claims, except where benefits are coordinated with other third-party payers.
4. To accept payment established by the CSHCN Services Program and the Texas Medicaid Vendor Drug Program, or its contracted designee, as payment in full for Medicaid-covered services for those clients who are assisted by this resource.
5. To utilize the CSHCN Services Program as a resource for payment when clients are eligible for program assistance.
6. To bill the Texas Medicaid Program, private insurance (including HMO coverage), the Kidney Health Care Program, CHIP, TRICARE, and/or Medicare before seeking reimbursement for covered services from the CSHCN Services Program if the client is a participant in other assistance programs, and to do an electronic coordination of benefits when applicable.
7. To not bill the client/family for the cost of any charges not paid by the CSHCN Services Program because an authorization was not requested or a claim was not

- submitted for payment of services within the appropriate submission deadline.
8. To request authorization for services from the CSHCN Services Program through the Texas Vendor Drug Program, or its contracted designee, for all services requiring prior authorization **before** providing the service.
 9. To ensure that claims submitted for payment on behalf of the provider to the CSHCN Services Program shall be for services or items actually provided to the client by either the provider or under the provider's personal supervision. The provider acknowledges that payment will be from federal and/or state funds, and that any false claims, statements, documents, or concealment of a material fact may be prosecuted under applicable federal and/or state laws.
 10. To refund to the CSHCN Services Program any overpayment, duplicate payment, or erroneous payment to which the provider is not entitled under CSHCN rules and regulations.
 11. To comply with Title VI of the Civil Rights Act of 1964 (Public Law 88-352), Sections 504 of the Rehabilitation Act of 1973 (Public Law 93-112), The Americans with Disabilities Act of 1990 (Public Law 101-336), and all amendments to each, and all requirements imposed by the regulations issued pursuant to these acts. In addition, the provider agrees to comply with 40 Texas Administrative Code, §73.100. These provide in part that no persons in the United States shall, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion be excluded from participation in, or denied, any aid, care, services or other benefits provided by federal and/or state funding, or otherwise be subjected to discrimination.
 12. To comply with Texas Health and Safety Code Section 85.113 (relating to workplace and confidentiality guidelines regarding AIDS and HIV).
 13. To not discriminate against a CSHCN Services Program client by means of pricing differentials or other means of discriminatory treatment.
 14. To provide language assistance that may be required for effective communication with CSHCN Services Program clients who demonstrate limited English proficiency (LEP) to ensure equal access to CSHCN Services Program services.
 15. To provide services to CSHCN Services Program clients in the same manner and to the same degree and quality that these services are provided to the general public.
 16. To accept responsibility for informing and ensuring that those acting as the provider's agents understand and follow CSHCN Services Program rules and regulations.
 17. To obtain a State of Texas Comptroller Vendor Identification number if one is not already assigned.
 18. To comply with all CSHCN Services Program regulations, rules, standards, and

guidelines as published by CSHCN Services Program or its designee.

19. To maintain the confidentiality of records and other information relating to clients in accordance with applicable state and federal laws, rules and regulations.
20. To promptly report change of address and/or change in status, including but not limited to change in name, loss of license, change in certification status, or change in Texas Medicaid Vendor Drug Program provider status.
21. To comply with the Texas Medicaid Vendor Drug Program Pharmacy Provider Handbook, its CSHCN Services Program Supplement, and the Title XIX (Medicaid) Vendor Drug Program Procedures Manual, which are hereby incorporated by reference as part of this agreement.
22. To maintain provider enrollment and participation in the Texas Medicaid Vendor Drug Program as a condition of participation in the CSHCN Services Program. Should the provider's Texas Medicaid Vendor Drug Program status be terminated, participation in the CSHCN Services Program will be terminated effective the same date.

This agreement is contingent upon the continued availability of funding. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or health and human services agencies, amendment to the Appropriations Act, health and human services agency consolidation, or any other disruptions of current appropriated funding for this agreement, DSHS may restrict, reduce, or terminate funding under this Agreement.

This agreement may be terminated by either party upon thirty (30) days notice by the other party, except that termination may be earlier for loss of certification status, conviction of fraud, breach of this agreement, loss of federal funds, or change of federal or state laws that necessitate reduction or termination of the CSHCN Services Program or parts thereof.

Termination of this agreement shall not affect the records retention or access to records requirements as described in Paragraphs 1 and 2.

WITH THIS SIGNATURE, THE UNDERSIGNED AGREES TO THE ABOVE AND ATTESTS TO HAVE READ AND UNDERSTANDS AND AGREES TO UPHOLD THE CSHCN SERVICES PROGRAM RULES.

Signature of Authorized Pharmacy Provider

Date

Typed Name

Position/Title

*It is recommended that you retain a copy of this document for your records.

