

**PHARMACY PROVIDER AGREEMENT WITH THE TEXAS DEPARTMENT OF STATE HEALTH  
SERVICES FOR PARTICIPATION OF PHARMACY PROVIDERS IN  
THE KIDNEY HEALTH CARE PROGRAM**

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(Legal Name of Provider)

("Doing Business As" (DBA) Name, if applicable)

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(Address)

(City, State)

(Zip Code)

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(Medicaid Vendor Drug Provider Number)

(Texas Comptroller Vendor ID#, if available)

In order to provide drugs to program clients, the Department of State Health Services (DSHS) Kidney Health Care Program (KHC) and the above named pharmacy hereby make and enter into this pharmacy provider agreement. The pharmacy agrees, in accordance with the state laws, rules, and regulations pertaining to the Department of State Health Services, KHC, and as a condition for participation in this program, to the terms and conditions set forth below.

1. The pharmacy will abide by the provisions of
  - (1) The Texas Health and Safety Code, Chapter 1001, Texas Health and Safety Code, Chapter 42, Kidney Health Care Act, the current Appropriations Bill, any other applicable federal, state laws, the Texas Pharmacy Act, and by
  - (2) all current requirements of KHC rules, standards, and policies, which will be furnished to the pharmacy and which are hereby incorporated by reference as a part of this pharmacy provider agreement.
  
2. DSHS has designated the Vendor Drug Program, or its contracted designee, as responsible for administering provider enrollment and automated claims processing functions for the delivery of outpatient drug benefits to KHC clients as described in the KHC Pharmacy Provider Handbook and the Vendor Drug Program Procedure Manual.
  
3. All provisions of the Title XIX Vendor Drug Program under the Texas Medical Assistance Program contract terms and conditions shall apply to KHC, including the incorporation by reference of the KHC Pharmacy Provider Handbook and its provisions pertaining to KHC.
  
4. In addition to those federal and state laws cited in the contract, the pharmacy agrees to comply with 40 Texas Administrative Code, § 73.100 providing 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. The pharmacy also agrees to comply with the Texas Health and Safety Code Section 85.113 (relating to workplace and confidentiality guidelines regarding AIDS and HIV).

5. The pharmacy agrees to accept KHC payment as payment in full, based on Vendor Drug Program rates, and will not charge the client or KHC for services in connection with submission of KHC claims.
6. When applicable, the pharmacy agrees to coordinate drug benefits with Medicare for KHC clients who are Medicare beneficiaries, and to electronically bill KHC as a secondary payer.
7. The pharmacy agrees to maintain provider enrollment and participation in the Texas Vendor Drug Program as a condition to participate in KHC. Should Texas Medicaid status be terminated, participation in KHC will be terminated effective the date of Medicaid termination.
8. The pharmacy agrees to submit claims for payment that are for services actually provided to the eligible client, identified as the patient to whom the pharmacy has delivered services and for which the pharmacy is entitled to be paid. It is understood that payment and satisfaction of such claims will be from state funds, and that any false claims, statements, documents, or concealment of a material fact, may be prosecuted under applicable state law.
9. The pharmacy agrees to accept responsibility for informing and ensuring that those acting as an agent understand and follow KHC rules and regulations.
10. The pharmacy agrees to refund to KHC any overpayment, duplicate payment, or erroneous payment to which entitlement the pharmacy is not entitled.
11. The pharmacy agrees to not discriminate against any KHC client by means of pricing differentials or other means of discriminatory treatment.
12. The pharmacy agrees to provide language assistance that may be required for effective communication with KHC clients who demonstrate limited English proficiency (LEP) to ensure they have equal access to KHC services.
13. 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.

14. This agreement may be terminated by either party upon thirty (30) days notice by either other party, except that termination may be earlier for loss of licensure or Texas Medicaid Program enrollment, conviction of fraud, breach of the addendum, or change of federal or state laws that necessitates reduction or termination of KHC or parts thereof. Termination of this agreement shall not affect the records retention or access to records requirements in the contract.

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

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Signature of Authorized Pharmacy Provider

Date

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Typed Name

Position/Title

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