

## **ATTACHMENT A: STATEMENT OF WORK**

### **SECTION I.**

- A. If the Contractor is activated by the DSHS State Medical Operations Center (SMOC) Director or their designee to respond to an Event, then the Parties will execute an Amendment to this Contract that will be incorporated as part of this Contract. It will provide the scope of work and terms and conditions for that Event.
- B. The activated Contractor will dispense prescription drugs for Shelter Residents who are in need of having prescription(s) filled during the time of their stay in the shelter following this procedure:
  - 1. Shelter Resident will present prescription(s) through written or faxed prescription(s) or other substantial written evidence, such as a labeled pill bottle as allowed by law and/or emergency orders to the activated Pharmacy.
  - 2. Shelter Resident will present to Shelter Staff identification via State Issued documentation, such as Driver's License, State of Texas ID card, Passport booklet, Military ID, Birth Certificate, Texas concealed handgun license, U.S. Citizenship Certificate or Certificate of Naturalization with photo.
  - 3. Shelter staff will provide Contractor written prescription or labeled pill bottle.
  - 4. Contractor will accept prescription(s) or pill bottle from the Shelter staff, Shelter Resident or from DSHS directly.
  - 5. Contractor will verify prescription(s) and insurance or lack of insurance for approval to fill.
  - 6. Contractor will fill and dispense approved prescription(s) for the Shelter Resident.
- C. Other state licensed, certified, or registered professionals, such as pharmacy technicians will be provided by Contractor at the request of DSHS, subject to agreement of the Parties on the costs or rates at the effective Medicaid rate, as defined by DSHS to be reimbursed by DSHS for those other professionals under this Contract.

### **SECTION II. RESPONSIBILITIES AND REQUIREMENTS OF THE PARTIES:**

- A. DSHS will provide in the activation letter the following information to Contractor:
  - 1. Zip codes, cities, counties, or states of residence for identifying a Shelter Resident; specific shelters or shelter cities or counties for identifying a Shelter Resident; or other identifiers that limit who may be identified as a Shelter Resident;
  - 2. Acceptable walk-in orders from identified Shelter Residents with appropriate prescription(s) and personal identification ; and
  - 3. Specific instructions to Shelters and to Contractor upon activation on how to verify eligibility of Shelter Resident.

- B. The DSHS SMOC Logistics Desk, Regional Offices or other official DSHS' designees will notify Contractor which specific stores are selected to participate.
- C. Contractor will ensure each individual store, as applicable, will follow the requirements of this Contract and ensure the patient data is supplied to Pharmacy for backup documentation of the invoice.
- D. Contractor will confirm with SMOC and/or the DSHS' designee(s) the specific stores that will be tasked with providing Pharmacy services under this Contract including each store's address, contact name and 24/7 contact numbers.
- E. Supplemental written information may be issued by DSHS to expand or limit the Shelter Residents eligibility for the pharmaceutical services under this Contract.
- F. Contractor will not be obligated to dispense prescriptions for Shelter Residents who do not have substantial written evidence of their prescriptions.
- G. Contractor will dispense up to a 30 day supply for each prescription filled, unless dispensing considerations requires otherwise.
- H. Contractor will make reasonable efforts to arrange for or coordinate delivery of prescriptions to DSHS on behalf of the Shelter Residents who are unable for any reason to pick up the prescriptions. In response to Medical Shelters it may be necessary for the Pharmacy to release the medications to a designee of DSHS for delivery to said shelters.
- I. Contractor will provide reports as requested by DSHS to satisfy information-sharing requirements set forth in Texas Government Code Sections 421.071 and 421.072(b) and (c) located at <http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.421.htm#421.071>.
- J. Contractor will ensure that Pharmacy Staff being deployed have taken ICS 100, ICS 200, ICS 700 and ICS 800.
- K. Contractor will ensure that each Professional will maintain his/her license required by state law in good standing during the term of any activation under this Contract. Each Professional must inform Pharmacy and the Contractor will notify DSHS immediately of any change to the Professional's license.
- L. Must have and provide current proof of liability insurance, such as liability insurance, pharmacist liability insurance, professional liability insurance, malpractice insurance, professional business liability insurance, or an equivalent form of liability insurance/coverage.
- M. Contractor is entitled to rely on the eligibility information provided by a Shelter Resident or DSHS. DSHS will not deny payment if it is later determined that the Shelter Resident was ineligible.

- N. As required by law, Contractor, with the assistance of DSHS, will use reasonable efforts to verify whether each Shelter Resident has another payor source such as Medicaid, Medicare, other governmental program, or private insurance that will reimburse Contractor for the prescription. If it is determined that a Shelter Resident has another payor source, Contractor may submit a claim to DSHS under this Contract for any co-pay amount; but Contractor will submit a claim to that payor source for the prescription dispensed to the Shelter Resident, other than the co-pay amount with the exception of the Shelter Residents prescription benefits being exhausted. If the payor source denies the claim, Contractor may submit a claim to DSHS using the submission and pricing specified in this contract.
- O. Contractor will make reasonable efforts to complete the usual system information on a Shelter Resident receiving prescription drug services, including at a minimum the Shelter Residents name, the prescription drug(s), and his or her address and zip code in the area affected by the disaster/emergency events. Contractor will provide this information to DSHS as backup documentation with its invoice in accordance with applicable laws and regulations.
- P. DSHS will reimburse Contractor for all prescription services rendered to Shelter Residents pursuant to this contract, according to the terms and at the effective Medicaid rates, as defined by DSHS set forth in this Contract. DSHS will pay each invoice submitted by Contractor within 30 days from the date of receipt.
- Q. DSHS will reimburse Contractor for all brand and generic prescriptions rendered pursuant to this contract at the effective Medicaid rate, as defined by DSHS. Payments made in accordance with this Contract will be considered payment in full.
- R. Contractor agrees to accept these reimbursements at the effective Medicaid rate, as defined by DSHS as payment in full. Contractor agrees to not pursue additional reimbursement from the Shelter Resident or his/her health care insurer, if identified later after the prescription is filled.
- S. Contractor will comply with all applicable federal and state laws, rules, and regulations including but not limited to, the following:
1. Public Law 107-188, Public Health Security and Bioterrorism Preparedness and Response Act of 2002;
  2. Public Law 109-417, The Pandemic and All-Hazards Preparedness Act of 2006; and
  3. Texas Health and Safety Code Chapter 81.
- T. The following documents are incorporated by reference and made a part of this Contract:
1. Department of Health and Human Services, Centers for Disease Control and Prevention (CDC); and

2. Public Health Emergency Preparedness Cooperative Agreement, Funding Opportunity Number: CDC-RFA-TP12-1202CONT13.

**SECTION III. PERFORMANCE MEASURES:**

DSHS will monitor the Contractor to ensure compliance with:

- A. The requirements, terms and conditions in the Contract ; and
- B. Providing reports as requested by DSHS to satisfy information-sharing requirements set forth in Texas Government Code Sections 421.071 and 421.072(b) and (c) located at <http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.421.htm#421.071>.

**SECTION IV. PAYMENT METHOD:**

- A. DSHS will reimburse the Pharmacy at the payment rates at the effective Medicaid rate, as defined by DSHS and terms and conditions for that Event.

**SECTION V. BILLING INSTRUCTIONS:**

- A. Pharmacy will request payment using the State of Texas Purchase Voucher (Form B-13) and acceptable supporting documentation for reimbursement of the required services/deliverables. Vouchers and supporting documentation should be mailed or submitted by fax or electronic mail to the addresses/number below.

Claims Processing Unit, MC 1940  
Department of State Health Services  
1100 West 49<sup>th</sup> Street  
PO Box 149347  
Austin, Texas 78714-9347  
FAX: (512) 458-7442  
Email: [invoices@dshs.texas.gov](mailto:invoices@dshs.texas.gov)

- B. State of Texas Purchase Vouchers (B-13) for payment of the hourly rates may be submitted once per week during a disaster or emergency and the supporting documentation is subject to audit at any time.