

**AGREEMENT BETWEEN EYE CARE PROVIDER
AND TEXAS DEPARTMENT OF STATE HEALTH SERVICES**

PLEASE PRINT OR TYPE

Name of Provider: _____
(If an individual, insert Last Name followed by First Name and Middle Initial. If not an individual or sole proprietor, insert full name of corporation, partnership or professional association).

This agreement is made and entered on this the _____ of _____, 200____, by
Day Month
and between the Texas Department of State Health Services (TDSHS) and the Provider named above.

I. THE PROVIDER AGREES:

1. To provide eye care services as authorized by TDSHS to eligible recipients in accordance with reimbursement policies and operational instructions established for the program as set forth in the Texas Department of State Health Services, Diabetes Eye Disease Program Manual for Providers of Services, which is hereby incorporated into, and made a part of this contract by reference. Changes in or amendments to this manual which may be added from time to time during the life of this contract constitute amendments to this contract. Such changes will be forwarded by TDSHS to the Provider.
2. To accept payment under this contract as payment in full for the services rendered under this contract, except as provided for in paragraph #3.
3. To seek payment for services authorized under this contract from any third party insurance coverage the recipient might have before seeking payment under this contract.
4. To not make charges to the recipient except for additional services desired by the recipient which are not authorized under this contract.
5. To personally certify any claim for payment.
6. To treat each recipient with the same respect and consideration as any other patient and to provide services without regard to age, race, color, national origin or handicap.
7. To comply with a) Article 4495b, V.T.C.S. (Texas Medical Practice Act), and applicable rules and regulations adopted by the Texas Board of Medical Examiners; for b) Article 4552 V.T.C.S. (Texas Optometry Act), and applicable rules and regulations adopted by the Texas Optometry Board.
8. To submit to the jurisdiction and decision of the legally constituted Peer Review or Grievance Committee serving the area of my practice, if requested by TDSHS or Provider's licensing agency.
9. To accord access to all records related to services rendered or to be rendered under this contract for examination or copying at any reasonable time to representatives of TDSHS.
10. To allow authorized representatives of the state government to evaluate through inspection or other means the quality, appropriateness, extent, and timeliness of services rendered or to be rendered under this contract.
11. To maintain and retain for a period of three years from the date of submittal of the claim for payment, or until all audit questions are resolved, whichever time is longer, any and all records to properly reflect performance under this contract.
12. To establish a system to safeguard the confidentiality of recipient records and information.

13. To notify TDSHS promptly of any changes in my office mailing address or telephone number.
14. To supply promptly all information requested by TDSHS for payment of outstanding claims if this contract is terminated or suspended.
15. To immediately cease providing services and notify TDSHS if Provider's license is suspended, probated, or terminated by the Texas Board of Medical Examiners or Texas Optometry Board.
16. To certify by execution of this contract that Provider's payment of franchise taxes is current or, if Provider is exempt from payment of franchise taxes, that Provider is not subject to the State of Texas franchise taxes. A false statement regarding franchise tax status will be treated as material breach of this contract and may be grounds for termination at the option of TDSHS. If franchise tax payments become delinquent during the contract term, payment under this contract will be held until Provider's delinquent franchise tax is paid in full.
17. To further certify by execution of this contract that Provider is not ineligible for participation in federal or state assistance programs under Executive Order 12549, Department and Suspension. Provider specifically asserts that Provider does not owe a single substantial debt or a number of outstanding debts to a federal or state agency. A false statement regarding Provider's status will be treated as a material breach of this contract and may be grounds for termination at the option of TDSHS.
18. It is not a state agency and assures that it is an independent contractor and not an agent, servant, or employee of the state. Except to the extent that Chapter 104 of the Texas Civil Practice and Remedies Code is applicable to this contract, Provider agrees to hold TDSHS and/or federal government harmless and to indemnify them from and against any and all claims, demands and causes of action of every kind and character which may be asserted by any third party occurring or in any way incident to, arising out of, or in connection with the performance of services by Provider under this contract to the extent allowed by law.

II. TDSHS AGREES:

1. To reimburse the Provider for services properly rendered in accordance with applicable laws, regulations, operational instructions and this contract. Payments made for approved claims or notice of denial of claims submitted against this contract will be mailed not later than 60 days after receipt of monthly vouchers. Payment is considered made on the date postmarked.
2. To promptly notify the Provider of any change in operational instructions.
3. In the event of its intention to suspend or terminate this contract, or to deny payment of any claim hereunder, TDSHS will afford the provider an opportunity of a due process hearing in accordance with the Manual For Providers of Services.

III. TDSHS AND THE PROVIDER MUTUALLY AGREE:

1. That participation in the program is voluntary.
2. That this contract is subject to the availability of funds and is not transferable or assignable.
3. That this contract is contingent upon funding being available for the term of the contract and Provider will have no right of action against the DEPARTMENT in the event that Provider is unable to perform its obligations under this contract as a result of the suspension, termination, withdrawal, or failure of funding to the DEPARTMENT or lack of sufficient funding of PROVIDER for the contract. If funds become unavailable, termination provisions of this contract will apply.

4. That in the event State laws or other requirements are amended or judicially interpreted so as to render the fulfillment of this contract on the part of either party unfeasible or impossible, or if the parties to this contract are unable to agree on modifying amendments necessary for its substantial continuation, then both TDSHS and the Provider will be discharged from further obligation created under this contract. The contract termination will be subject to the equitable settlement of the respective accrued interests up to the date of termination.
5. That if the Provider is suspended, placed on probation, or if his/her its license is revoked by the Texas Board of Medical Examiners or the Texas Optometry Board, this contract will be void as of the date of such action.
6. That this contract can be terminated by either party by the giving of thirty days notice in writing to the other party.
7. That this contract also can be terminated by either party for breach of contract. Such termination shall be effective upon receipt by the other party of written notice of termination, or upon any later date specified therein.
8. That this contract may be amended by the consent of the parties hereto. Each amendment must be in writing and is not effective until it is signed by both parties.
9. That the term of this contract will begin on the date of full and complete execution by both parties hereto and will continue in force until it is terminated by either party.

PROVIDER

TEXAS DEPARTMENT OF STATE HEALTH SERVICES

(Signature)

By _____

Philip Huang, M.D., M.P.H.
Physician Consultant
Chronic Disease Prevention Branch

(If not an individual or sole proprietor, signature must be by a person authorized to legally sign for the corporation, partnership, or professional organization.)

Name (print or type)

Date

Date

Office Address:

Street

City

State

Zip

(_____) _____

Telephone

Texas Medical License Number

Texas Optometric License Number

Please enter your taxpayer identification number in the appropriate space below. For individuals and sole proprietors, this is your social security number. For other entities, it is your federal employer's identification number.

Social Security Number

Federal Employer's Identification Number

Texas Charter Number

CHECK APPROPRIATE OWNERSHIP CODE

_____ Individual recipient (not owning a business)

_____ Texas Corporation

_____ Sole Ownership

_____ Professional Association

_____ Partnership

_____ Professional Corporation

MAIL TO: TEXAS DIABETES PROGRAM/COUNCIL
TEXAS DEPARTMENT OF STATE HEALTH SERVICES
1100 W. 49TH STREET
AUSTIN, TEXAS 78756-3199