



**FAMILY PACT (PLANNING, ACCESS, CARE, AND TREATMENT) PROGRAM
PROVIDER AGREEMENT**

**(To Accompany Application to Participate)*
 (§ 24005, Welfare and Institutions Code)**

Legal name of applicant or provider (last) (first) (middle) Date

National Provider Identifier (NPI)

Business name, if different

Service address (number, street) City County Nine-digit ZIP code

Mailing address (number, street) City County Nine-digit ZIP code

Social security number or Individual Taxpayer Identification Number (ITIN) (If Sole Proprietor not using a FEIN, you must disclose this number and attach a legible copy of either the social security card or the ITIN verification.) (See Privacy Statement on page 7.)

Federal Employer Identification Number (FEIN) (Attach a legible copy of the IRS form.)

Execution of this Provider Agreement is mandatory for participation or continued participation as a provider in the Family PACT program pursuant to Welfare and Institutions Code, § 24005. As a condition for participation or continued participation as a provider in the Family PACT program, applicant or provider agrees with the Department of Health Care Services (hereinafter "DHCS") to comply with all of the following terms and conditions, and with all of the terms and conditions included on any attachment(s) hereto, which is/are incorporated herein by reference:

- 1. Term and Termination.** This Agreement will be effective from the date Applicant is enrolled as a Family PACT Provider by DHCS, or, from the date Provider is approved for continued enrollment. Provider may terminate this Agreement by providing DHCS with written notice of intent to terminate, which termination shall result in Provider's immediate disenrollment and exclusion (without formal hearing under the Administrative Procedures Act) from further participation in the Family PACT program unless and until such time as Provider is re-enrolled by DHCS in the Family PACT program. DHCS may terminate provider for cause as set forth in this agreement or in law. DHCS may disenroll a provider without cause upon 60 days prior written notice. Disenrollment by DHCS is not subject to administrative appeal.

* Every applicant and Provider entity who completed the "Family PACT Application to Participate" DHCS 4468 must execute this Provider Agreement.

2. **Compliance with Laws and Regulations.** Provider agrees to comply with all applicable revisions of § 24005 of the Welfare and Institutions Code or any applicable regulations promulgated by DHCS pursuant to that Chapter. Provider further agrees that it may be subject to all sanctions or other remedies available to DHCS if it violates any of the provisions of § 24005 of the Welfare and Institutions Code, or any of the regulations promulgated by DHCS pursuant to that Chapter. Provider further agrees to comply with all federal laws and regulations governing and regulating Providers.
3. **Forbidden Conduct.** Provider agrees that it shall not engage in conduct inimical to the public health, morals, welfare, and safety of any Family PACT beneficiary, or the fiscal integrity of the Family PACT program.
4. **Nondiscrimination.** Provider agrees that it shall not exclude or deny aid, care, service, or other benefits available under the Family PACT program or in any other way discriminate against a person because of that person's race, color, ancestry, marital status, sexual orientation, national origin, gender, age, economic status, physical or mental disability, political or religious affiliation or beliefs in accordance with California and federal laws. Provider further agrees that it shall provide aid, care, service, or other benefits available under the Family PACT program to Family PACT beneficiaries in the same manner, by the same methods, and at the same scope, level, and quality as provided to the general public.
5. **Licensing.** Provider agrees to possess at the time this Agreement becomes effective, and to maintain in good standing throughout the term of this Agreement, valid and unexpired license(s), certificate(s), or other approval(s) to provide health care services, which is appropriate to the services, goods, supplies, and merchandise being provided, if required by the state or locality in which Provider is located, or by the Federal Government. Provider further agrees that DHCS shall automatically disenroll Provider as a Provider in the Family PACT program pursuant to Welfare and Institutions Code, § 24005, if Provider has license(s), certificate(s), or other approval(s) to provide health care services, which are revoked or suspended by a federal, California, or another state's licensing, certification, or approval authority, has otherwise lost that/those license(s), certificate(s), or approval(s), or has surrendered that/those license(s), certificate(s), or approval(s) while a disciplinary hearing on that/those license(s), certificate(s), or approval(s) was pending. Such disenrollment shall be effective on the date that Provider's license, certificate, or approval was revoked, suspended, lost, or surrendered. Provider further agrees to notify DHCS within ten business days of learning that any restriction has been placed on, or of a suspension of Provider's license, certificate, or other approval to provide health care. Provider further agrees to provide DHCS complete information related to any restriction to, or revocation or loss of, Provider's license, certificate, or other approval to provide health care services.
6. **Record Keeping and Retention.** Provider agrees to make, keep, and maintain in a systematic and orderly manner, and have readily retrievable, such records as are necessary to fully disclose the type and extent of all services, goods, supplies, and merchandise provided to Family PACT beneficiaries, including, but not limited to, the records described in § 51476 of Title 22, California Code of Regulations, and the records described in § 431.107 of Title 42 of the Code of Federal Regulations as described in the Policy, Procedures and Billing Instructions manual of the Family PACT program. Provider further agrees that such financial records shall be made at or near the time at which the services, goods, supplies, and merchandise are delivered or rendered, and that such records shall be retained by Provider in the form in which they are regularly kept for a period of three (3) years from the date the goods, supplies, or merchandise were delivered or the services rendered.

7. **DHCS Access to Records; Copies of Records.** Provider agrees to make available, during regular business hours, all pertinent financial books and all records concerning the provision of health care services to Family PACT beneficiaries, and all records required to be retained pursuant to Paragraph 6, above, to any duly authorized representative of DHCS including, but not limited to, employees of the California Attorney General's Medi-Cal Fraud Unit, and to the Secretary of the United States Health Care Financing Administration. Provider further agrees to provide, if requested by DHCS, copies of the records and documentation. Provider will be reimbursed for reasonable photocopying-related expenses as determined by DHCS. Provider further agrees that failure to comply with DHCS' request to examine or receive copies of such records shall be grounds for immediate disenrollment of Provider pursuant to Welfare and Institutions Code, § 14124.2.
8. **Confidentiality of Beneficiary Information.** Provider agrees that all medical records of beneficiaries made or acquired by Provider shall be confidential and shall not be released without the written consent of the beneficiary or as otherwise authorized by law.
9. **Disclosure of Information DHCS.** Provider agrees to disclose all information as required by DHCS regulations and any other information required by DHCS, and to respond to all requests from DHCS for information. Provider further agrees that the failure of Provider to disclose the required information or the disclosure of false information shall result in the denial of the application for enrollment or shall make the Provider subject to disenrollment, which shall include deactivation of all Provider numbers used by Provider to obtain reimbursement from the Family PACT program. Provider further agrees that all bills or claims for payment to DHCS by Provider shall not be due and owing to Provider for any period(s) for which information was not reported or was reported falsely to DHCS. Provider further agrees to reimburse those Family PACT funds received during any period for which information was not reported, or reported falsely, to DHCS.
10. **Background Check.** Provider agrees that DHCS may conduct a background check on Provider for the purpose of verifying the accuracy of the information provided in the Application to Participate (DHCS 4468) and Provider Agreement (DHCS 4469), in order to prevent fraud or abuse. The background check may include, but not be limited to, the following: (1) on-site inspection prior to enrollment; (2) review of business records; and, (3) data searches.
11. **Unannounced Visits by DHCS.** Provider agrees that DHCS may make unannounced visits to Provider, before, during, or after enrollment, for the purpose of determining whether enrollment or continued enrollment is warranted, or as necessary for the administration of the Family PACT program. Provider agrees to be in compliance with the requirements of Welfare and Institutions Code, § 14043.7.
12. **Provider Fraud and Abuse.** Provider agrees that it shall not engage in or commit fraud or abuse. "Fraud" as defined in § 24005(i)(2), means an intentional deception or misrepresentation made by a person with the knowledge that the deception could result in some unauthorized benefit to himself or herself or some other person. It includes any act that constitutes fraud under applicable federal or state law. "Abuse," as defined in § 24005(i)(1) means either: (a) practices that are inconsistent with sound fiscal or business practices and result in unnecessary cost to the Medicare program, the Medi-Cal program, the Family PACT program, another state's Medicaid program, or other health care programs operated, or financed in whole or in part, by the Federal Government or any state or local agency in this State or any other state; (b) practices that are inconsistent with sound medical practices and result in reimbursement by any other programs referred to in (a) including the Family PACT program pursuant to § 14132(aa) of the Welfare and Institutions Code or the state-only Family Planning program pursuant to § 24027 of the Welfare and Institutions Code, or other health care programs operated, or financed in whole or in part, by the Federal Government or any state or local agency in this State or any other state, for services that are unnecessary or for substandard items or services that fail to meet professionally recognized standards for health care.

13. **Investigations of Provider for Fraud or Abuse.** Provider agrees that, at the time this Agreement was signed, it was not under investigation for fraud or abuse pursuant to Welfare and Institutions Code, § 24005. Provider further agrees to notify DHCS within ten business days of learning that it is under investigation for fraud or abuse by any local, state, or federal government law enforcement agency. Provider further agrees that it shall be subject to disenrollment pursuant to Welfare and Institutions Code, § 24005, which shall include deactivation of all Provider numbers used by Provider to obtain reimbursement from the Family PACT program, if it is discovered by DHCS that Provider is under investigation for fraud or abuse. Provider further agrees to cooperate with and assist DHCS and any state or federal agency charged with the duty of identifying, investigating, sanctioning, or prosecuting suspected fraud and abuse. Failure to cooperate shall result in disenrollment from the Family PACT program.
14. **Provider Fraud or Abuse Convictions and/or Civil Fraud or Abuse Liability.** Provider agrees that pursuant to § 24005 it and its officers, directors, employees, and agents, has not: (a) been convicted of any felony or misdemeanor involving fraud or abuse in any government program, within the last ten years; or (b) been convicted of any felony or misdemeanor involving the abuse of any patient; or (c) been convicted of any felony or misdemeanor substantially related to the qualifications, functions, or duties of a Provider; or (d) entered into a settlement in lieu of conviction for fraud or abuse, within the last five years; or, (e) been found liable for fraud or abuse in any civil proceeding, within the last five years. Provider further agrees that DHCS shall not enroll Provider if, within the last ten years, Provider has been convicted of any felony or misdemeanor involving fraud or abuse in any government program, has entered into a settlement in lieu of conviction for fraud or abuse, or has been found liable for fraud or abuse in any civil proceeding. In addition, the Department may deny enrollment to any Applicant that, at the time of application, is under investigation by the Department or any local, state, or federal government law enforcement agency for fraud or abuse. If it is discovered that a Provider is under investigation for fraud or abuse, that Provider shall be subject to immediate disenrollment from the program pursuant to Welfare and Institutions Code, § 24005.
15. **Changes to Provider Information.** Provider agrees to keep its application for enrollment in the Family PACT program current by informing DHCS, OFP, in writing on a form or forms to be specified by DHCS, of any significant changes to the information contained in its Application to Participate and this Agreement, within 35 days of the change (e.g., location, tax ID change, change of ownership, etc.). Provider understands that incorrect or inaccurate information may affect eligibility to participate in the Family PACT program and receive Family PACT reimbursement and that any changes in previously submitted information must be reported to DHCS, Medi-Cal Provider Enrollment Division (DHCS-PED). Failure to comply may result in permanent disenrollment from the Family PACT program.
16. **Prohibition of Rebate, Refund, or Discount.** Provider agrees that it shall not offer, give, furnish, or deliver any rebate, refund, commission preference, patronage dividend, discount, or any other gratuitous consideration, in connection with the rendering of health care services to any Family PACT beneficiary. Provider further agrees that it shall not solicit, request, accept, or receive, any rebate, refund, commission preference, patronage dividend, discount, or any other gratuitous consideration, in connection with the rendering of health care services to any Family PACT beneficiary. Provider further agrees that it will not take any other action or receive any other benefit prohibited by state or federal law. Failure to follow this paragraph shall result in disenrollment from the Family PACT program.
17. **Payment from Other Health Coverage Prerequisite to Claim Submission.** Provider agrees that it shall seek to obtain payment for services provided to Family PACT beneficiaries from any private or public health insurance coverage to which the beneficiary is entitled, except when a barrier to access exists, where Provider is aware of this coverage and to the extent the coverage extends to these services, prior to submitting a claim to DHCS for the payment of any unpaid balance for these services.

18. **Beneficiary Billing.** Provider agrees that it shall not submit claims to or demand or otherwise collect reimbursement from a Family PACT beneficiary, or from other persons on behalf of the beneficiary, for any service included in the Family PACT program's scope of benefits.
19. **Payment From Family PACT Program Shall Constitute Full Payment.** Provider agrees that payment received from DHCS in accordance with Family PACT fee structures shall constitute payment in full, except that Provider, after making a full refund to DHCS of any Family PACT payments received for services, goods, supplies, or merchandise, may recover all of Provider's fees to the extent that any other contractual entitlement, including, but not limited to, a private group or indemnification insurance program, is obligated to pay the charges for the services, goods, supplies, or merchandise provided to the beneficiary.
20. **Compliance with Billing and Claims Requirements.** Provider agrees that it shall comply with all of the billing and claims requirements set forth in the Welfare and Institutions Code. The DHCS administers the State's Medicaid Program (Medi-Cal) and is responsible for provider enrollment, claims processing and responding to the public's questions regarding these issues. The Medi-Cal claims process and claim type (CMS1500, UB-04 or electronic software submission) is used for reimbursement for Family PACT. Refer to the Family PACT *Policy, Procedures, and Billing Instruction* manual for diagnosis code and method indicators that are distinctive to the Family PACT program.
21. **Provider Disenrollment.** Provider agrees that it is to be subject to immediate disenrollment for the following actions: (a) automatic suspension/mandatory exclusion from the Medi-Cal program; (b) permissive suspension from the Medi-Cal program; (c) being under investigation for fraud or abuse; (d) having a revoked or suspended license to practice; (e) making false declarations on the Family PACT Application or failure to abide by Provider Agreement Provisions. Provider further agrees that the disenrollment by DHCS of Provider shall include deactivation of all of Provider's Provider numbers and shall preclude Provider from submitting claims for payment, either personally or through claims submitted by any clinic, group, corporation, or other association to the Family PACT program for any services or supplies Provider has provided to the program, except for services or supplies provided prior to the disenrollment.
22. **Liability of Group Providers.** Provider agrees that, if it is a Provider group, the group, and each member of the group, are jointly and severally liable for any breach of this Agreement, and that action by DHCS against any of the Providers in the Provider group may result in action against the group and all members of the group. Action by DHCS may include disenrollment from Family PACT of all group members.
23. **Legislative and Congressional Changes.** Provider agrees that this Agreement is subject to any future additional restrictions, limitations, or conditions enacted by the California Legislature or the United States Congress and any subsequent regulations which may affect the provisions, terms, conditions, or funding of this Agreement in any manner.
24. **Provider Capacity.** Provider agrees that Provider, and the officers, directors, employees, and agents of Provider, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California.
25. **Indemnification.** Provider agrees to indemnify, defend, and save harmless the State of California, its officers, agents, and employees, from any and all claims and losses accruing or resulting to any and all persons, firms, or corporations furnishing or supplying services, materials, or supplies in connection with Provider's performance of this Agreement, and from any and all claims and losses accruing or resulting to any Family PACT beneficiary, or to any other person, firm, or corporation who may be injured or damaged by Provider in the performance of this Agreement.

26. **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of California.
27. **Venue.** Venue for all actions, including federal actions, concerning this Agreement, lies in Sacramento County, California, or in any other county in which the California Department of Justice maintains an office.
28. **Titles.** The titles of the provisions of this Agreement are for convenience and reference only and are not to be considered in interpreting this Agreement.
29. **Severability.** If one or more of the provisions of this Agreement shall be invalid, illegal, void, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired. Either party having knowledge of such a provision shall promptly inform the other of the presumed nonapplicability of such provision. Should the nonapplicable provision go to the heart of this Agreement, the Agreement shall be terminated in a manner commensurate with the interests of both parties.
30. **Assignability.** Provider agrees that it has no property right in or to its status as a Provider in the Family PACT program or in or to the Provider number(s) assigned to it, and that Provider may not assign its Provider number, or any rights and obligations it has under this Agreement.
31. **Waiver.** Any action or inaction by DHCS or any failure of DHCS on any occasion, to enforce any right or provision of this Agreement, shall not be interpreted to be a waiver by DHCS of its rights hereunder and shall not prevent DHCS from enforcing such provision or right on any future occasion. The rights and remedies of DHCS herein are cumulative and are in addition to any other rights or remedies that DHCS may have at law or in equity.
32. **Complete Integration.** This Agreement, including any attachments or documents incorporated herein by express reference, is intended to be a complete integration and there are no prior or contemporaneous different or additional agreements pertaining to the subject matter of this Agreement.
33. **Amendment.** No alteration or variation of the terms or provisions of this Agreement shall be valid unless made in writing and signed by the parties to this Agreement, and no oral understanding or agreement not set forth in this Agreement, shall be binding on the parties to this Agreement.
34. **Provider Attestation.** Individual provider or individual signing on behalf of a group agrees that all information it submits on the application form for enrollment, this Agreement, and all attachments or changes to either, is true, accurate, and complete to the best of Provider's knowledge and belief. Individual provider or the individual signing on behalf of a group further agrees to sign the application form for enrollment, this Agreement, and all attachments or changes to either, under penalty of perjury under the laws of the State of California.
35. **Client Eligibility.** Provider agrees to determine client eligibility and enroll the eligible client on-site using the Health Access Programs (HAP) system. Provider agrees to confirm eligibility at each subsequent visit. Provider agrees to activate the HAP identification card for all eligible recipients at the time their eligibility is determined. Provider agrees to request a social security number from the client, but the inability of the client to provide the social security number shall not deny access to family planning services. Provider agrees to determine financial eligibility at or below 200 percent of the poverty level and Provider agrees and ensures the client eligibility certification is truthfully and accurately completed. Provider agrees to update the client's eligibility whenever a change in the client's eligibility (i.e. obtain Other Health Coverage occurs. New client enrollment and updates will take place on the following devices: POS/T7, the Automated Eligibility Verification System (AEVS), or the internet. Provider agrees to request the client's status as a California resident. Provider agrees to cooperate in the annual evaluation of the program by making records available on request.

36. **Orientation and Training Session.** Applicants are required to attend a legislatively mandated Provider Orientation session . The original certificate of attendance will be retained by the Department of Health Care Services (DHCS), Office of Family Planning, along with your completed Application.
37. **Family PACT Standards.** The purpose of the Family PACT Standards is to set forth the scope, type, and quality of care required for the family planning and family planning related services of this program, and the terms and conditions under which services will be reimbursed. I am duly authorized to commit all service sites, provider numbers, and practitioners specified in this application. I shall adhere to the Family PACT Standards as presented and defined in the Family PACT Policies, Procedures, and Billing Instructions Manual (PPBI). Family PACT Standards are subject to change upon written notification from DHCS. I understand that providers who do not provide services consistent with the “Family PACT Standards” for administrative practices and clinical reproductive health services may be permanently disenrolled as a provider from the Family PACT program.

Provider agrees that compliance with the provisions of this agreement is a condition precedent to payment to provider. The parties agree that this agreement is a legal and binding document and is fully enforceable in a court of competent jurisdiction. The individual provider signing this agreement or the individual signing this agreement on behalf of a group represents and warrants that he/she has read this agreement, understands it, and is authorized to execute it.

I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PROVIDER AGREEMENT (DHCS 4469) INFORMATION IS TRUE, ACCURATE, AND COMPLETE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Printed name of individual provider signing the agreement or individual signing the agreement on behalf of group

Signature **(no black ink)**

Title of Individual signing the agreement

Date

**PRIVACY STATEMENT
(Civil Code § 1798, et seq.)**

All information requested on the application, the disclosure statement, and the provider agreement is mandatory with the exception of the social security number for any person other than the person or entity for whom an IRS Form 1099 must be provided by the Department pursuant to 26 USC 6041. This information is required by the Department of Health Care Services, Payment Systems Division, by the authority of Welfare and Institutions Code, § 24005. The consequences of not supplying the mandatory information requested are denial of enrollment as a Family PACT provider and issuance of the Family PACT provider number or denial of continued enrollment as a provider and deactivation of all provider numbers used by the provider to obtain reimbursement from the Family PACT program. The consequence of not supplying the voluntary social security number information requested is delay in the application process while other documentation is used to verify the information supplied. Any information provided will be used to verify eligibility to participate as a provider in the Family PACT program. Any information may also be provided to the State Controller’s Office, the California Department of Justice, the Department of Consumer Affairs, the Department of Corporations, or other state or local agencies as appropriate, fiscal intermediaries, managed care plans, the Federal Bureau of Investigation, the Internal Revenue Service, Medicare Fiscal Intermediaries, Center for Medicare and Medicaid Services, Office of the Inspector General, Medicaid, and licensing programs in other states.