

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

Important:

- Do not use staples on this form or any attachments.
- Type or print clearly in ink. An original signature is required. If you must make corrections, please line through, date, and initial in blue ink.
- Do not leave any questions or lines blank. Enter N/A if not applicable.

FOR STATE USE ONLY
OFP ID# _____

Service Site Legal Name (as listed with Medi-Cal)

Service Site Business Name (as listed with Medi-Cal)

Service Site National Provider Identifier (NPI)

Service Site Telephone Number

Service Site Address (number, street)

City

State

Nine-digit ZIP Code

Pay-to-Address (number, street, PO Box number)

City

State

Nine-digit ZIP Code

Mailing Address if different than service site (number, street, PO Box number)

City

State

Nine-digit ZIP Code

EXECUTION OF THIS PROVIDER AGREEMENT IS MANDATORY FOR PARTICIPATION OR CONTINUED PARTICIPATION AS A PROVIDER IN THE FAMILY PACT PROGRAM PURSUANT TO WELFARE AND INSTITUTION CODE, SECTION 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 ATTACHMENTS(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 the date the 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 a Provider is re-enrolled by DHCS in the Family PACT program. Providers are subject to suspension or disenrollment, as set forth in this agreement or in law, for failure to adhere to program policies, standards and administrative practices.
2. **Compliance with Laws and Regulations.** Provider agrees to comply with all applicable revisions of Section 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 Section 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 state and 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.** At the time this Agreement becomes effective, and throughout the term of this Agreement, Provider agrees to maintain in good standing 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, as required by the state or locality in which Provider is located, or by the Federal Government. Provider agrees to notify DHCS within ten business days of learning that any restriction has been placed on, or of a suspension or restriction on Provider's license, certificate, or other approval to provide health care. Provider further agrees to provide DHCS complete information related to any restriction, revocation or loss of Provider's license, certificate, or other approval to provide health care services. Provider further agrees that DHCS shall automatically disenroll Provider for failure to comply, pursuant to Welfare and Institutions Code, Section 24005. Such disenrollment shall be effective on the date that Provider's license, certificate, or approval was revoked, suspended, lost, or surrendered.
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 Section 51476 of Title 22, California Code of Regulations, and the records described in Section 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 DHCS or 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, Section 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 bylaw.
9. **Disclosure of Information to 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 DHCS 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, Provider Agreement (DHCS 4469) and Practitioner Agreement (DHCS 4470) in order to prevent fraud or abuse. The background check may include, but may not be limited to, the following: (1) on-site inspection prior to enrollment; (2) review of business records; and, (3) datasearches.
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 comply with the requirements of Welfare and Institutions Code, Section 14043.7.

- 12. Provider Fraud and Abuse.** Provider agrees that it shall not engage in or commit fraud or abuse. “Fraud” as defined in Section 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 Section 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 Section 14132(a) of the Welfare and Institutions Code or the state-only Family Planning program pursuant to Section 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, Section 24005. Provider further agrees to notify DHCS within 10 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 immediate disenrollment pursuant to Welfare and Institutions Code, Section 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 Section 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.

- 15. Changes to Provider Information.** Provider agrees to keep its application for enrollment in the Family PACT program current by informing DHCS, Office of Family Planning, 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 calendar days of the change (e.g., location, tax ID change, change of ownership, etc.). Pursuant to 24005 (3) DHCS will immediately deactivate provider numbers used to obtain reimbursement when warrants or documents sent to the mailing address, pay to address or service address are returned as undeliverable by the United States Postal Service. 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) and the Office of Family Planning/Family PACT Program. Failure to comply may result in permanent disenrollment from the Family PACT program.
- 16. Prohibition of Rebate, Refund, Discount, or Marketing.** 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. Provider is prohibited from exchanging and/or offering to exchange, anything of value, in an effort to induce (or reward) the referral of, or application to, the Family PACT Program. Failure to comply will result in disenrollment from Family PACT.
- 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, 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. **Accuracy and Correction of Claims or Payments.** Provider agrees to be responsible for all Family PACT claims submitted regardless of who completes the claim on behalf of Provider. Provider is responsible for the review and verification of the accuracy of claims payment information promptly upon the receipt of any payment. Provider agrees to seek correction of any claim errors through the appropriate processes as designated by DHCS or its fiscal intermediary.
22. **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. Providers are also subject to disenrollment for failure to adhere to program policies and administrative practices and for failure to notify DHCS Provider Enrollment Division and the Office of Family Planning/Family PACT Program of any changes to previously submitted information (for example, a change of service location). At DHCS' discretion, on-site visits and attempts at corrective action may be made prior to disenrollment.
23. **Temporary Suspension.** If DHCS determines that Provider's failure to abide by Family PACT policies and standards merits temporary suspension in lieu of immediate disenrollment, Provider agrees to comply with all aspects of a DHCS-directed corrective action plan before Provider is reinstated.
24. **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.
25. **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.
26. **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, employees, or agents of the State of California.

27. **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.
28. **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of California.
29. **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.
30. **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.
31. **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 no applicability of such provision. Should the non-applicable provision go to the heart of this Agreement, the Agreement shall be terminated in a manner commensurate with the interests of both parties.
32. **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.
33. **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.
34. **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.
35. **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.
36. **Provider Attestation.** An individual Provider or an individual signing on behalf of a group agrees that all information it submits on the Family PACT Provider Application (the Application), this Agreement, and all attachments or changes to either the Application or Agreement, is true, accurate, and complete to the best of Provider's knowledge and belief. The

Individual Provider or the individual signing on behalf of a group further agrees to sign the Application, this Agreement, and all attachments or changes to either, under penalty of perjury under the laws of the State of California.

37. **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 cause the Provider to 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 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.
38. **Provider Orientation.** Provider agrees that all new Family PACT providers and/or new provider locations will be certified for enrollment into the Family PACT program after Provider is enrolled in Medi-Cal, and until an eligible Provider representative attends a legislatively mandated provider orientation as determined by DHCS.
39. **Family PACT Standards.** The purpose of the Family PACT Standards, as presented and defined in the Family PACT *Policies, Procedures, and Billing Instructions Manual* (PPBI), 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 the Family PACT Provider Application. I shall adhere to the Family PACT Standards referenced above.

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 immediately and permanently disenrolled 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.

Print legal name of the provider or person signing this agreement on behalf of provider who is authorized to legally bind the provider.

Title:

Signature of the provider or person signing this agreement on behalf of provider who is authorized to legally bind the provider.

Executed at: , on
 (City) (State) (Date)

**Privacy Statement
 (Civil Code Section 1798 et seq.)**

All information requested on the application and 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, Office of Family Planning, by authority of Welfare and Institutions Code Section 14043.2(a). The consequences of not supplying the mandatory information requested are denial of enrollment as a Family PACT provider 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 consequences 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, Centers for Medicare and Medicaid Services, Office of the Inspector General, Medicaid, and licensing programs in other states. For more information or access to records containing your personal information maintained by this agency, contact the Office of Family Planning at (916) 650-0414.