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

(To Accompany Applications for Enrollment or Continued Enrollment)*
(Section 24005, Welfare and Institutions Code)

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

National Provider Identifier (NPI)

Business name, if different			Business telephone number ( )
Service address (number, street)	City	State	Nine-digit ZIP code
Mailing address (number, street)	City	State	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.)		
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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, SECTION 24005. AS A CONDITION FOR PARTICIPATION OR CONTINUED PARTICIPATION AS A PROVIDER IN THE FAMILY PACT PROGRAM, APPLICANT OR PROVIDER AGREES WITH THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH (HEREINAFTER "CDPH") AND/OR THE CALIFORNIA 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 CDPH and/or DHCS, or, from the date Provider is approved for continued enrollment. Provider may terminate this Agreement by providing CDPH and/or 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 CDPH and/or DHCS in the Family PACT program. CDPH and/or DHCS may terminate provider for cause as set forth in this agreement or in law. CDPH and/or DHCS may disenroll a provider without cause upon 60 days prior written notice. Disenrollment by CDPH and/or DHCS is not subject to administrative appeal.
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 CDPH and/or DHCS pursuant to that Chapter. Provider further agrees that it may be subject to all sanctions or other remedies available to CDPH and/or DHCS if it violates any of the provisions of Section 24005 of the Welfare and Institutions Code, or any of the regulations promulgated by CDPH and/or 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 CDPH and/or DHCS shall automatically disenroll Provider as a Provider in the Family PACT program pursuant to Welfare and Institutions Code, Section 24005, if Provider has license(s), certificate(s), or other approval(s) to provide health care

* Every applicant and Provider entity must execute this Provider Agreement, who completed the "Family PACT Application," CDPH 4468.

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 CDPH and/or 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 CDPH and/or 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 Section 51476 of Title 22, California Code of Regulations (see Attachment A), and the records described in Section 431.107 of Title 42 of the Code of Federal Regulations. 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 years from the date the goods, supplies, or merchandise were delivered or the services rendered.

7. **CDPH and/or 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 CDPH and/or 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 CDPH and/or DHCS, copies of the records and documentation. Provider will be reimbursed for reasonable photocopying-related expenses as determined by CDPH and/or DHCS. Provider further agrees that failure to comply with CDPH and/or 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 by law.

9. **Disclosure of Information to CDPH and/or DHCS.** Provider agrees to disclose all information as required by CDPH and/or DHCS regulations and any other information required by CDPH and/or DHCS, and to respond to all requests from CDPH and/or 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 CDPH and/or 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 CDPH and/or DHCS. Provider further agrees to reimburse those Family PACT funds received during any period for which information was not reported, or reported falsely, to CDPH and/or DHCS.

10. **Background Check.** Provider agrees that CDPH and/or DHCS may conduct a background check on Provider for the purpose of verifying the accuracy of the information provided in the application document (CDPH 4468), Provider Agreement (CDPH 4469), Practitioner Agreement (CDPH 4470), and Disclosure Statement (CDPH 4471), 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 CDPH and/or DHCS.** Provider agrees that CDPH and/or 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, 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(aa) 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 CDPH and/or 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, 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 CDPH and/or DHCS that Provider is under investigation for fraud or abuse. Provider further agrees to cooperate with and assist CDPH and/or 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 CDPH and/or 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, Section 24005.

15. **Changes to Provider Information.** Provider agrees to keep its application for enrollment in the Family PACT program current by informing CDPH and/or DHCS, in writing on a form or forms to be specified by CDPH and/or DHCS, of any significant changes to the information contained in its Application for Enrollment, Practitioner Agreement, Disclosure Statement, this Agreement, and any attachments to these documents within 35 days of the change (e.g., location, tax ID change, change of ownership, CLIA number, change of practitioners, etc.).

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 first 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 the client has requested that services be kept confidential from spouse, partner, or parents, where Provider is aware of this coverage and to the extent the coverage extends to these services, prior to submitting a claim to CDPH and/or DHCS for the payment of any unpaid balance for these services. In the event that a claim submitted to a private or public health insurer has not been paid within 90 days of billing by Provider, Provider may submit a claim to CDPH and/or DHCS. Provider agrees not to claim any other source of health care coverage for reimbursement for 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 CDPH and/or DHCS in accordance with Family PACT fee structures shall constitute payment in full, except that Provider, after making a full refund to CDPH and/or 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 CDPH and/or 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 CDPH and/or 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 CDPH and/or 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 CDPH and/or DHCS or any failure of CDPH and/or DHCS on any occasion, to enforce any right or provision of this Agreement, shall not be interpreted to be a waiver by CDPH and/or DHCS of its rights hereunder and shall not prevent CDPH and/or DHCS from enforcing such provision or right on any future occasion. The rights and remedies of CDPH and/or DHCS herein are cumulative and are in addition to any other rights or remedies that CDPH and/or 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, Practitioner Agreement, Disclosure Statement, 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 status 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 Provider Orientation session mandated by the legislation implementing Family PACT before they can apply to participate in the Family PACT program. Provider has on file a completed Practitioner Agreement (CDPH 4470) from each practitioner identified in the Application. Provider is duly authorized to commit all service sites, Provider numbers, and practitioners specified in this Agreement to Administrative Practices, Family PACT Standards, subject to change upon written notification from CDPH and/or DHCS. Provider understands that Providers who do not provide services consistent with the Administrative Practices and program standards may be permanently disenrolled as Providers from the Family PACT program. Provider understands that incorrect or inaccurate information may affect eligibility to participate in the Family PACT program and receive Family PACT reimbursement and that changes to the above information must be reported to the California Department of Health Care Services, Medi-Cal Provider Enrollment Branch (DHCS-PEB). This includes any change of location or practitioner which must be reported to the DHCS-PEB within 35 days of the change. Failure to comply may result in permanent disenrollment from the Family PACT program.

FAMILY PACT STANDARDS

The purpose of the Family PACT Standards is to set forth the scope, type, and quality of care required for the reproductive health and family planning services of this program, and the terms and conditions under which the services will be reimbursed. Adherence to these Standards is a requirement for all clinicians enrolled as Family PACT providers and associated practitioners.

Informed Consent

Informed consent shall include client participation in the process of an on-site eligibility determination and enrollment in the Family PACT program. The Family PACT provider has the responsibility for completion of the Client Eligibility Certification (CEC) (CDPH 4461) document, according to the program's administrative practices. All practitioners shall be knowledgeable about the Family PACT Standards and discuss the Family PACT scope of services with clients.

37. Participation in the Family PACT program and consent for services shall be voluntary and without coercion to enroll, to accept particular methods or procedures, or to otherwise participate in family planning services. Clients shall be informed of their freedom to withdraw consent at any time.
38. Consent is required only from the individual client receiving family planning services, including minors who have the legal right to self-consent for pregnancy-related services (California Family Code, Section 6925, subd.[a], Welfare and Institutions Code, Section 24003, subd.[b]), except as otherwise provided by law.
39. The informed consent process shall be provided to clients verbally in a language the client understands and supplemented with written materials.
40. All clients shall sign a consent form for any invasive procedures performed by the practitioner and be told of their freedom to withdraw consent at any time.
41. All clients requesting sterilization shall sign the federal sterilization consent form (PM 330). The procedure shall take place within the required time frame based on the date of the client's signature.
42. A copy of the California Department of Public Health "Family Planning Patient Rights" statement shall be provided to all clients or posted in a prominent place at the site of clinical services.

Confidentiality

43. All services, including the eligibility determination process, shall be provided in a manner that respects the privacy and dignity of the individual client.
44. All clients shall be informed of the confidentiality of services and be assured that their identity will not be disclosed without written permission, except as provided by law.
45. All personal client information shall be treated as privileged communication and held confidential; it shall not be divulged without the client's written consent, except as required by law.
46. Unless otherwise provided by law, client information that does not identify the individual receiving the services may be disclosed in summary, statistical, or other form to CDPH or its designee, and to public health officials.

Linguistic and Cultural Competence

47. All services shall be provided in a culturally sensitive manner and communicated in a language understood by the client.
48. All print and audiovisual materials shall be appropriate for the client's language and literacy level.

Access to Care

49. All services covered by Family PACT, including on-site laboratory and on-site dispensing of medications, if available, shall be provided without cost to eligible clients.

50. Appointments for clients shall be available within a reasonable time period. Clients who cannot be given timely appointments shall be referred to other Family PACT or Medi-Cal providers in the area.

51. Contraceptive methods and supplies, medications, and laboratory tests shall be available at the site of clinical services or by referral to Medi-Cal laboratories and pharmacies.

52. Referrals to local resources shall be made available to clients when needed medical and psychosocial services are beyond the scope of the provider organization, including, but not limited to, primary care, domestic violence and substance abuse related services. Services beyond the scope of Family PACT are not reimbursable by the program.

Availability of Covered Services

53. All Family PACT-approved family planning methods, including all FDA-approved contraceptive methods and their applications, fertility awareness methods, sterilization procedures, and limited infertility services consistent with recognized medical practice standards, shall be made available to clients by the practitioner.

    a. At a minimum, the following contraceptive methods shall be provided on-site or by prescription: oral contraceptives, oral emergency contraceptives, contraceptive transdermal patch, contraceptive vaginal ring, contraceptive injection(s), spermicides, male and female condoms, and Lactation Amenorrhea Method (LAM).

    b. The following contraceptive methods and procedures may be provided on-site or by referral: contraceptive implant(s), intrauterine contraceptives, diaphragm, cervical barrier methods, Fertility Awareness Methods (FAM), and female and male sterilizations.

54. If the practitioner lacks the specialized skills to provide invasive contraceptive procedures or sterilization, or there is insufficient volume to ensure and maintain a high skill level, clients shall be referred to another qualified practitioner for these methods/procedures. The enrolled provider shall have an established referral arrangement with the other provider(s) when making referrals for these procedures.

55. A client's selection of contraceptive method(s) shall take into account client preference in conjunction with medical findings.

56. Education and counseling about all options and referral resources, whether a pregnancy test is positive or negative, shall be provided in an unbiased manner that allows the client full freedom of choice.

57. Screening, testing, and treatment for uncomplicated Sexually Transmitted Infections (STIs) shall be provided on-site. Clients with complicated STIs may be treated on-site or by referral to a Family PACT or Medi-Cal provider.

58. Screening for cervical cancer by Pap smear shall be provided on-site. Evaluation of cervical abnormalities found on Pap smear or physical exam and treatment of preinvasive cervical lesions may be provided on-site or by referral to a Family PACT or Medi-Cal provider.

59. All services shall be provided to eligible clients without regard to gender, sexual orientation, age (except for sterilization), race, marital status, parity, or disability.

Clinical and Preventive Services

60. Family planning and reproductive health clinical preventive services for women and men shall include:

    a. A comprehensive health history with updates at least every 24 months, including: health risk factors; a complete family history; personal medical, sexual and contraceptive history; plans for having children; and obstetrical and gynecological history for women.

    b. A physical exam as clinically indicated, for contraceptive and STI services. (Women prescribed hormonal contraceptives must have a blood pressure evaluation at the initiation of the method and at least every two years thereafter.)

        i. A physical exam may be declined by the client and is not required for contraceptive services.

    c. Laboratory tests as clinically indicated as part of a decision-making process for contraceptive choices.

    d. Provision of all Family PACT-approved contraceptive methods, devices, supplies and procedures, including female and male sterilization.

    e. Pregnancy test services that are provided together with required education and counseling services.

    f. Follow-up care for complications associated with a client's contraceptive method(s) or procedures at no cost to the client.

61. Prevention and control services for STI/HIV for women and men consistent with Centers for Disease Control and Prevention (CDC) guidelines and recognized medical practice standards shall be provided, in conjunction with family planning services, and when clinically indicated. Prevention and control services shall include:

    a. Chlamydia screening annually for females 25 years of age and younger.

    b. Testing, diagnosis, treatment and follow-up of STI, including partner management.

    c. Reporting of STI/HIV, as required by California law, to appropriate local public health jurisdictions for contact management, prevention and control.

    d. Screening by history for Hepatitis B, with provision of Hepatitis B immunization series when indicated, according to CDC guidelines.

    e. Confidential HIV risk screening, testing or referral to source of anonymous testing, client-centered counseling and referral for treatment.

62. Screening females for precancers and cancers of the breast and cervix, including periodic Pap smears, and limited diagnosis and treatment of abnormal cervical conditions detected through screening, shall be included consistent with recognized medical practice standards.

63. Limited infertility services for couples, including fertility awareness counseling and supplies.

64. Referrals shall be provided to appropriate resources for needed medical and psychosocial services not covered by this program, including management of high-risk conditions and specialty consultation, if needed.

65. Medical record documentation shall reflect the clinical rationale for providing, ordering or deferring services provided to clients according to *Family PACT Standards*, including, but not limited to, client assessment, diagnosis, treatment and follow-up. Documentation, including a client's signature when dispensed a device, product or prescription, or when a laboratory specimen is obtained, shall support services claims for reimbursement (*Welfare & Institutions Code*, Section 14043.41).

Education and Counseling Services

66. Family planning and reproductive health education and counseling services for women and men to promote optimal reproductive health and clarify personal family planning goals shall be client-centered and shall include:

    a. Individual client assessment, and ongoing re-assessment of the client's reproductive health education and counseling needs, including:

        i. A description of services and clinic procedures.

        ii. Reproductive anatomy and physiology, contraceptive method options and STI/HIV prevention.

        iii. Preventive health care, nutrition, preconception health and pregnancy planning.

        iv. Psychosocial issues, including partner relationship and communication, asset recognition, risk reduction and decision making.

    b. Individual education and counseling sessions provided in a way that is understandable to the client and conducted in a manner that facilitates the client's integration of information for the development of positive reproductive health behaviors, and supplemented with written materials, as needed.

    c. An explanation of the physical examination, laboratory tests, and recommended treatment options.

    d. Written information about the scope of program services, how to obtain needed referrals, services for family planning related complications and where to obtain 24-hour emergency care services.

    e. The option of including a client's partner in the education and counseling session and other services at the client's discretion.

    f. Information provided in a manner of communication that is sensitive to diverse cultural and socioeconomic factors, and the psychosocial aspects of reproductive health.

67. Each client shall be provided with adequate information to make an informed choice about family planning methods, including:

    a. A verbal dialogue and written description of all Family PACT-approved contraceptive methods, including effectiveness, duration, side effects, complications, medical indications and contraindications, social and physical advantages, and disadvantages.

    b. A description of the implications and consequences of sterilization procedures, when client desires no future childbearing.

    c. Specific instructions verbally and in writing for care, use and possible danger signs for the selected method(s).

d. The opportunity for questions concerning procedures or methods and discussion of personal concerns.

68. All staff persons providing education and counseling shall have and be able to apply knowledge about the psychosocial and medical aspects of reproductive health, principles of behavioral change, and client-centered counseling techniques, including interviewing and communication skills.

    a. Practitioners and counselors shall recognize situations where more intensive counseling may be required and make referrals, as appropriate.

    b. Counseling staff shall be under the direction of the enrolled Family PACT provider and supervised by a licensed health care professional.

69. Medical record documentation shall reflect the scope of education and counseling services provided to clients according to Family PACT Standards, including, but not limited to, individual client assessment, topics discussed, and name and title of counselor. Documentation shall support services billed for reimbursement.

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 APPLICATION (CDPH 4468), PROVIDER AGREEMENT (CDPH 4469), PRACTITIONER AGREEMENT (CDPH 4470), AND DISCLOSURE STATEMENT (CDPH 4471) 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 ***(blue ink only)***
Title of Individual signing the agreement	Date

PRIVACY STATEMENT
(Civil Code Section 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, Section 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, Health Care Financing Administration, Office of the Inspector General, Medicaid, and licensing programs in other states. If more information or access to records containing your personal information maintained by this agency, contact the Chief, Payment Systems Division, (916) 323-1945.

§ 51476. Keeping and Availability of Records

(a) Each provider shall keep, maintain, and have readily retrievable such records as are necessary to fully disclose the type and extent of services provided to a Medi-Cal beneficiary. Required records shall be made at or near the time at which the service is rendered. Such records shall include, but not be limited to the following:

(1) Billings.
(2) Treatment authorization requests.
(3) All medical records, service reports, and orders prescribing treatment plans.
(4) Records of medications, drugs, assistive devices, or appliances prescribed, ordered for, or furnished to beneficiaries.
(5) Copies of original purchase invoices for medication, appliances assistive devices, written requests for laboratory testing and all reports of test results, and drugs ordered for or supplied to beneficiaries.
(6) Copies of all remittance advices which accompany reimbursement to providers for services or supplies provided to beneficiaries.
(7) Identification of the person rendering services. Records of each service rendered by nonphysician medical practitioners (as defined in Title 22, CAC, Section 51170) shall include the signature of the nonphysician medical practitioner and the countersignature of the supervising physician.

(b) Records of institutional providers shall include, in addition, the following:

(1) Records of receipts and disbursements of personal funds of beneficiaries being held in trust by the provider.
(2) Employment records including shifts, schedules and payroll records of employees.
(3) Book records of receipts and disbursements by the provider.
(4) Individual ledger accounts reflecting credit and debit balances for each beneficiary to whom services are provided.

(c) Records of providers shall document the meeting of Code I restrictions for medical supplies listed in Section 59998 and for drugs listed in the Medi-Cal List of Contract Drugs as follows:

(1) The practitioner who issues a prescription for a Code I supply or drug shall document, in the patient's chart, the patient's diagnostic or clinical condition that fulfills the Code I restriction.
(2) The dispenser shall maintain readily retrievable documentation of the patient's diagnostic or clinical condition information that fulfills the Code I restriction. If this Code I diagnostic or clinical condition information is transmitted to the dispenser other than by personal handwritten order from the prescriber, the dispenser shall document the transmittal date and the name of prescriber or the employee or agent who is legally authorized to transmit such information. The documentation shall be personally signed by the dispenser.

(d) Every practitioner who issues prescriptions for Medi-Cal beneficiaries shall maintain, as part of the patient's chart, records which contain the following for each prescription:

(1) Name of the patient.
(2) Date prescribed.
(3) Name, strength and quantity of the item prescribed.
(4) Directions for use.

(e) Records of medical transportation providers shall include, in addition to (a):

(1) Time and date of service for each beneficiary.
(2) Odometer readings at each pick-up and delivery location.
(3) The provider assigned vehicle identification code and name of the operator providing the service.
(4) Names of beneficiaries transported in total or partial group runs.

(f) Records of providers of psychiatric and psychological services shall include in addition to:

(1) Patient logs, appointment books or similar documents showing the date and time allotted for appointment of each patient or group of patients, and the time actually spent with such patients.

(g) A provider shall make available, during regular business hours, all pertinent financial books and all records concerning the provision of health care services to a Medi-Cal beneficiary, and all records required to be made and retained by this section, to any duly authorized representative of the Department acting in the scope and course of employment including, but not limited to, employees of the Attorney General, Medi-Cal Fraud Unit duly authorized and acting within the scope and course of their employment. Failure to produce records may result in sanctions, audit adjustments, or recovery of overpayments, in accordance with Section 51458.1 of this title.

Barclay's CA, Title 22, pages 466.3 and 466.4. Register 95, No. 45; 11-10-95. CDPH 4469 Provider Agreement.