

LOS ANGELES COUNTY OFFICE OF EDUCATION
 CONTRACT TO REIMBURSE
 ADMINISTRATIVE COSTS RELATED TO
 CALIFORNIA SCHOOL-BASED MEDI-CAL ADMINISTRATIVE ACTIVITIES
 2020-2023

The LOS ANGELES COUNTY OFFICE OF EDUCATION, a public educational agency, located at 9300 Imperial Highway, Downey, California 90242-2890, hereinafter referred to as "LACOE," and **Azusa Unified School District**, hereinafter referred to as "LEA".

RECITALS

Medicaid is the nation's major publicly-financed health care program, jointly financed by the federal and State governments. Authorized in 1965 under Title XIX of the Social Security Act, Medicaid acts as a safety net for those unable to purchase health insurance. At the federal level, the Centers for Medicare and Medicaid Services (CMS), Department of Health and Human Services, oversee the Medicaid program. In California, the Medicaid program is known as Medi-Cal and is administered by the California Department of Health Care Services (Department). The Catalog of Federal Domestic Assistance (CFDA) number for the Medical Assistance Program is 93.778.

The Department is the single state agency responsible for administering the California Medical Assistance Program (Medi-Cal) and the School-based Medi-Cal Administrative Activities (SMAA) Program for Local Educational Consortia (LEC) Region 11 in accordance with California Welfare and Institutions Code Section 14132.47(c)(1).

In accordance with the California Welfare and Institutions Code Section 14132.47(q)(1) and the **Provider Participation Agreement**, attached hereto, incorporated herein and made a part hereof as **Appendix A**, LACOE is the agency responsible for the administration of the SMAA claims on behalf of the Department and the coordination of the SMAA Program for the California County Superintendents Educational Services Association LEC Region 11 and all participating LEAs within LEC Region 11.

On June 27, 2014, the Department has received approval from CMS on its revised SMAA plan including the implementation of the state-wide web based Random Moment Time Survey (RMTS) methodology and software system.

1. DEFINITIONS:

- a. As used herein, "RMTS" shall mean Random Moment Time Survey, a time survey methodology outlined in the Department-approved RMTS State-wide Manual.
- b. As used herein, "RMTS System" shall mean and refer to the web-based services hosted by Fairbanks LLC (Fairbanks).

- c. RMTS System Proprietary Information means all software, documentation, technical information, including patterns, plans, compilations, program devices, formulas, designs, prototypes, methods, techniques, processes, procedures, programs, or codes, whether tangible or intangible, and whether or not stored, compiled, or memorialized physically, electronically, graphically, photographically, or in writing.
- d. As used herein, “Authorized Contractor” shall mean any contractor or subcontractor of LACOE and/or LEA that has been approved for RMTS System access and/or Support Services System access by LACOE.
- e. As used herein, “LEA Users” shall mean employees, agents, or contractors of the LEA approved by LACOE.
- f. As used herein, “Confidential Information” shall mean all information shared or uploaded by LACOE or the LEA into the RMTS System, the Support Services System, or transmitted to or from LACOE electronically or physically as defined in Appendix A.
- g. As herein used, “Purpose” shall mean participation in the California’s SMAA RMTS program, as outlined in the Department-approved SMAA State-wide plan.

2. RESPONSIBILITIES OF LACOE

- a. LACOE shall certify to the State Department of Health Care Services the amount of LEA general funds or other funds allowed under federal law and regulation expended on the allowable SMAA activities.
- b. LACOE shall be the exclusive service provider for all SMAA Claiming Activities within the Region 11 LEC Service Region, including, but not limited to, the administration of the State-approved time survey methodology, participant training, invoice preparation, program monitoring, and audit compliance, etc.
- c. LACOE shall delegate certain administrative activities to vendors to assist with the administration of the program.
- d. LACOE shall permit LEA Users to access and to use **the RMTS System and Support Services System** within the scope of work agreed upon by LACOE as specified in **Appendix B and C**, attached hereto, incorporated herein, and made a part hereof.
- e. LACOE shall certify to the Department:
 - (1) The availability and expenditure of funds for all nonfederal share costs of performing Program activities.
 - (2) The expenditures of LEA that represent costs eligible for federal financial participation in the fiscal year.
- f. LACOE shall provide the following services to LEA:

- (1) Administer the LEA's time survey process.
- (2) Provide technical assistance training to LEA staff.
- (3) Monitor the LEA's operational plan and ensure compliance with local, state, and federal SMAA guidelines.
- (4) Perform desk and or electronic site reviews to ensure compliance with all local, state, federal, and Department Program requirements.
- (5) Payment of LEA's portion of the annual participation fee to satisfy Department's claim for administrative services to the Service Region by the due date for such fee.
- (6) Act as liaison between the Department and LEA.
- (7) Submit detailed quarterly invoices to the Department on behalf of the LEA.
- (8) Provide reimbursement information through correspondence and on LACOE's website.
- (9) Issue quarterly reimbursement to LEA on claims approved by the Department via Journal Voucher transfer or by issuing a warrant to the LEA for funds received from the Department based on SMAA invoices submitted by the LEA and certified by LACOE.
- (10) Submit detailed annual summary report to the LEA reflecting invoices submitted and reimbursements received.
- (11) Maintain LEC SMAA Audit binder, pursuant to the State-approved SMAA claiming plan.
- (12) Conduct LEA data match student file transfer on behalf of LEA for purposes of calculating SMAA invoice claims, pursuant to the State- approved SMAA claiming plan.

3. LEA RESPONSIBILITIES

- a. LEA shall comply fully with all Title XIX Federal, State, and LACOE Program requirements.
- b. LEA shall adhere to all timelines established by LACOE and by the Department for completion of documentation and submission of invoices (e.g., participant universe, reports, maintenance of an LEA audit binder, financial data, etc.).
- c. For invoice preparation, LEA shall designate a fiscal contact to LACOE to assist with the compilation of the quarterly SMAA invoices.
- d. LEA shall ensure that invoice claims conform to the Department requirements at the time that such claims are submitted. LACOE reserves the right not to certify invoices that do not comply with LACOE, state and federal SMAA requirements.

- e. LEA shall designate a SMAA Program Coordinator. The SMAA Coordinator shall oversee the time survey process at the LEA level, review time survey responses to ensure the compliance requirements outlined in the Department-approved SMAA State-wide plan; compile LEA's Time Survey Universe pools, maintain duty statements; and review and certify the claiming function grid and invoice accuracy upon submission. The LEA must ensure compliance with all SMAA Coordinator requirements outlined in the state-wide plan.
- f. LEA shall maintain the operational plan and the audit file with supporting documentation for a period not less than five (5) years after payment is received.
- g. In the event a LEA reimbursement is disallowed after disbursement: (1) LACOE shall recoup from LEA, within six (6) months from the audit disallowance and through offsets, by direct billing and issuance of a warrant, or Journal Voucher transfer, amounts equal to the amount of the disallowance plus interest in that fiscal year. Should LACOE take action to collect disallowed costs not paid by the LEA, the LEA shall reimburse LACOE for all costs associated with such action, including, but not limited to attorney's fees; (2) LACOE shall hold in abeyance, with no payment made, subsequent claims submitted to the Department on behalf of the LEA, until the federal disallowance issue is resolved; (3) LEA shall develop a revised invoice for LACOE review and submittal to the Department. LACOE will submit the revised invoice and check to the Department.
- h. All SMAA correspondence and notices between LACOE and the LEA will be by email to the SMAA Coordinator, Fiscal Designee, and/or a designee of the LEA.
- i. For the purposes of SMAA invoicing, the basis of cost reporting will be the actual costs paid during the period of service by the LEA, in compliance with federal guidelines.

4. TERM

- 4.1 Initial Term. This Contract shall begin on July 1, 2020 and continue in full force and effect through June 30, 2023 (expiration date) ("Initial Term") unless early termination occurs in accordance with the terms of this Contract or this Contract is extended by written amendment.
- 4.2 1st Option Term. LACOE, at its sole discretion, may elect to extend the term of this Contract for the period July 1, 2023 through June 30, 2024, ("1st Option Term") by giving written notice to the LEA prior to the expiration of the Initial Term.
- 4.3 2nd Option Term. LACOE, at its sole discretion, may elect to extend the term of this Contract for the period July 1, 2024 through June 30, 2025, ("2nd Option Term") by giving written notice to the LEA prior to the expiration of the 1st Option Term.

5. COMPENSATION

- a. LACOE shall collect the following administrative fees once LEA receives reimbursement for the corresponding periods of service:

- FY 2020/2021 Quarter 1, \$35.00 per participant per quarter

- FY 2020/2021 Quarters 2, 3, & 4, \$55.00 per participant per quarter
- FY 2021/2022 Quarter 1, \$35.00 per participant per quarter
- FY 2021/2022 Quarters 2, 3, & 4, \$55.00 per participant per quarter
- FY 2022/2023 Quarter 1, \$35.00 per participant per quarter
- FY 2022/2023 Quarters 2, 3, & 4, \$55.00 per participant per quarter

The administrative fee will be computed and collected quarterly via electronic journal voucher transfer, or if reimbursement is via warrant, a net payment of the reimbursement less the fee will be issued.

- b. The administrative fee, including the Region 11 obligation to DHCS, will be reviewed and adjusted on a yearly basis so that the fees collected cover both the LACOE and Department obligations.
- c. The administrative fee is assessed per time study participant certified to participate before the beginning of each quarter by the LEA. The administrative fee shall be adjusted in the fourth quarter to collect only the balance of LACOE's SMAA administrative costs and Department obligations for the related school fiscal year.
- d. The administrative fee shall be no more than \$35.00 per participant per quarter for each quarter where the LEA certifies 50 participants or less.

6. INDEMNIFICATION RESPONSIBILITIES

The LEA agrees to defend, indemnify, save, and hold harmless LACOE from and against any and all demands, debts, liens, claims, losses, damages, liabilities, costs, expenses (including, but not by way of limitation, attorney fees and costs actually incurred, whether or not litigation has commenced), judgments or obligations, action, or causes of actions whatsoever, for or in conjunction to: (1) bodily injury or property damage (including, but not limited to, death) sustained or claimed to have been sustained by any persons, or corporation, or public or private entity (including LACOE) arising out of, or incidental to, or occurring as a result of any negligence of the LEA or the negligence of any subcontractor, agent, firm agency, organization, or business retained, engaged, selected, managed, or monitored by the LEA relating to services or operations performed in execution of the Contract; and (2) injury, damage, or loss sustained or claimed to have been sustained by any person or persons, or corporation, or public or private entity (including LACOE) arising out of, or incidental to, or occurring as a result of, any error, omission, or failure to perform, of the LEA, or any error, omission, or failure to perform, of any subcontractor, agent, firm, agency organization, or business retained, engaged, selected, managed, or monitored by the LEA relating to the performance or nonperformance of services or operations pertaining to the Contract, or relating to the enforcement of the Contract.

Without limiting the generality of the foregoing, the indemnification responsibilities of LEA apply to any claims filed by the Department against LACOE for failure to pay an invoice and/or any claims filed by the RMTS System vendor and/or Support Services System vendor against LACOE for LEA's failure to comply with Appendix A, B and C.

7. INSURANCE

Both parties shall maintain such general liability, property damage, workers' compensation, and auto insurance as is required to protect LEA and LACOE as their interests may appear.

8. INDEPENDENT CONTRACTOR

While performing its obligations under this Contract, the LEA is an independent contractor and not an officer, employee or agent of LACOE. The LEA shall not at any time or in any manner represent that it or any of its officers, employees, or agents are employees of LACOE.

9. NON-DISCRIMINATION AND NON-SEGREGATION

During the performance of this Contract, the LEA agrees to comply with all Federal, state, and local laws respecting non-discrimination in employment and non-segregation of facilities including, but not limited to requirements set out in 41 CFR 60-1.4, 60-250.4 and 60-741.4, which equal opportunity clauses are hereby incorporated by reference.

10. NOTIFICATION

Any notice, request, demand or other communication to be given pursuant to this Contract shall be in writing and such notices, as well as any other document to be delivered, shall be delivered by personal service or by deposit in the U.S. Mail, certified or registered, return receipt requested, postage prepaid, and addressed to the party for whom intended as follows:

LACOE:

Contracts Section
Los Angeles County Office of Education
9300 Imperial Highway, ECW Room 133,
Downey, CA 90242-2890

For LEA: Mailing Address is LEA Office.

11. MODIFICATIONS

This document contains the entire Contract between the parties and may be modified only in writing signed by both parties.

12. COMPLIANCE WITH LAW

In the performance of this Contract, both parties shall observe and comply with all applicable local, county, state and federal laws, rules and regulations. Each and every provision of law and clause required by law to be inserted into this Contract shall be deemed to be inserted and this Contract shall read and be enforced as though it were included. If through mistake or otherwise any provision is not inserted, or is not correctly inserted, upon application of either party the Contract may be amended to make the insertion or correction. All references to statutes and regulations shall include all amendments, replacements and enactments on the subject which are in effect as of the date of this Contract, and any later changes which do not materially and substantially alter

the positions of the parties.

13. CHOICE OF LAW OR VENUE

The rights and obligations of the parties and the interpretation and performance of this Contract shall be governed by the laws of California, excluding any laws which direct the application of the laws of another jurisdiction. The parties agree that the venue of any action relating to this Contract shall be Los Angeles County.

14. ASSIGNMENT

Neither party shall assign this Contract without the written consent of the other.

15. SEVERABILITY/WAIVER

15.1 If any provision of this Contract is determined to be illegal, unenforceable, or invalid, such act shall in no way affect the validity of any other provision in this Contract.

15.2 No waiver of any provision of this Contract shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding unless executed in writing by the party making the waiver.

16. INTEGRATION

This Contract, including all exhibits and other documents incorporated herein or made applicable by reference, contains the complete and final understanding of the parties' rights, duties and obligations with respect to the transaction discussed in the Contract and supersedes all prior Contracts, understandings and commitments, whether oral or written.

17. EMPLOYEE FINGERPRINTING

During the entire term of the Contract, the LEA, including all subcontractors, shall fully comply with the provisions of the Education Code Section 45125.1.

18. TOBACCO AND MARIJUANA-FREE WORKPLACE

When at LACOE-owned or LACOE-leased buildings, both parties hereby agree to comply with the Los Angeles County Board of Education's Policy 3513.3 which states: The County Board recognizes the health hazards associated with smoking and the use of tobacco and/or marijuana products including the breathing of second-hand smoke, and desires to provide a healthy environment for students and staff. The County Board prohibits the use of tobacco and/or marijuana products at any time in LACOE-owned or leased buildings, on LACOE property and in LACOE vehicles.

19. ALCOHOL AND DRUG-FREE SCHOOLS AND FACILITIES

The LEA hereby certifies under penalty of perjury under the laws of the State of California that LEA will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et. seq.), and the Los Angeles County Board of Education's Alcohol and Drug-

Free Workplace Policy 4020.

20. LACOE BUDGET/GRANT FUNDS CONTINGENCY

If any portion(s) of LACOE's financial budget affecting the contractual time period of this agreement does not appropriate sufficient funds for these contracted services and/or related programs, or if grant funds related to these contracted services and/or related programs are not available for any reason whatsoever, this agreement shall be of no further force and effect. In this event, LACOE shall have no liability to pay any funds to LEA under this agreement, and the LEA shall not be obligated to perform any provisions of this agreement.

In such instances, particularly when partial funding remains available, LACOE shall have the option to either terminate this agreement with no liability occurring to LACOE, or LACOE may offer an amendment to this agreement to reflect the reduced availability of funds.

21. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were so inserted and included.

22. CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR OTHER INELIGIBILITY (Federal Executive Order 12549)

By executing this contractual instrument, LEA certifies to the best of its knowledge and belief that it and its principals:

- 22.1 Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or Agency;
- 22.2 Have not, within a three-year period preceding the execution of this contractual instrument, been convicted of, or had a civil judgment rendered against them, for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction (Federal, State, or Local) or contract under a public transaction; or violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 22.3 Are not presently indicted for, or otherwise criminally or civilly charged by any government entity (Federal, State, or Local), with commission of any of the offenses enumerated in Section 22.2 above, of this certification; and,
- 22.4 Have not, within a three-year period preceding the execution of this contractual instrument, had one or more public transactions (Federal, State, or Local) terminated for cause of default.

23. TERMINATION

Either party may terminate this Contract by delivering written notice of termination to the other party at least 30 days prior to the effective date of termination.

24. DISPUTE RESOLUTION

In the event of a claim, controversy or dispute, the parties agree to use the procedure as stated herein. The party who claims there is a dispute shall first identify the issue in writing with specificity and with supporting facts. The other party shall provide a written response to the identification of the issue within 20 business days. Both parties will attempt to settle such dispute by meeting and conferring in a good faith attempt to resolve the dispute within 15 business days of the date of the written response. The complaining party shall provide the respondent with a written issue statement detailing the claim, controversy or dispute. If the matter is not resolved within a period of within 60 days from the date of the aforementioned meeting, the parties shall proceed to mediation with an agreed upon mediator. If the Parties cannot reach a resolution within a period of 60 days from the date of mediation, then either Party may, upon notice to the other Party, request that the unresolved dispute be settled by binding arbitration conducted in Los Angeles, California by the American Arbitration Association (“AAA”) in accordance with its Commercial Arbitration Rules (the “AAA Rules”). Notwithstanding any contrary provision within the AAA Rules, the arbitrator must determine the rights and obligations of the parties according to the substantive laws of the state of California. The Parties will mutually select an arbitrator. If the Parties are unable to agree on an arbitrator, the arbitrator will be selected according to AAA Rules. Each Party will bear its own expenses and will share equally the fees of the arbitrator. The arbitrator will have the discretion to award the prevailing Party all or part of its attorneys’ fees and costs when supported by law. The arbitrator will not have the power to add to, subtract from or modify any of the terms or conditions of this Agreement. The arbitrator rendering judgment upon disputes between the parties will deliver a written opinion within 15 business days following conclusion of the hearing, setting forth findings of fact, conclusions of law and the rationale for the decision. Any award, which may include legal and equitable relief, will be final and binding and judgment may be enforced by any court of competent jurisdiction.

25. SUBCONTRACT UNDER THE TERMS OF A PRIME CONTRACT

This contract is a subcontract under the terms of the LACOE Program Participation Agreement dated July 1, 2020 with the Department (Appendix A-Prime Contract). All representations and warranties shall inure to the benefit of the Department. LEA hereby certifies it has read, reviewed, understood and will comply with the Prime Contract.

26. PROGRAM NAME AND NUMBER FOR FEDERAL CLAIMING

Title 31- Money and Finance, Subtitle V- General Assistance Administration, Chapter 75- Requirements for Single Audits, section 7502 requires each pass- through entity to provide the sub-recipient program names and any identifying numbers from which such assistance is derived. The Catalog of Federal Domestic Assistance (CFDA) number for this federal program is 93.778, Medical Assistance Program (Medi-Cal).

27. EXECUTION REQUIREMENTS

Proper signatures required for execution of this instrument may be by original signature; photocopy; fax/facsimile copy; valid, encrypted, electronic transmission/signature; and/or other commonly accepted, widely used, commercially acceptable signature methods. This instrument may be executed in counter-parts by each party on a separate copy thereof with the same force and effect as though all parties had executed a single original copy.

28. EDUCATION CODE

In accordance with Education Code Section 17604, this contract is not valid or an enforceable obligation against LACOE until approved or ratified by the Superintendent or designee.

29. SIGNATURE AUTHORITY

Each person signing this Contract represents that he or she has been authorized and empowered to enter into this Contract by the party on whose behalf the signature is made.

LOS ANGELES COUNTY
OFFICE OF EDUCATION

Azusa Unified
School District

By *Patricia Smith*
Patricia Smith
Chief Financial Officer

By *Latasha Jamal*
Latasha D. Jamal
Typed or Printed Name

AB
AB

Date Oct 9, 2020
Lm 7-15
ROC 7/20/20

ASSISTANT SUPERINTENDENT OF BUSINESS

Indicate DUNS Number:

800115334

Indicate Federal Tax I.D. Number:

95-6006672



RICHARD FIGUEROA
ACTING DIRECTOR

State of California—Health and Human Services Agency
Department of Health Care Services



GAVIN NEWSOM
GOVERNOR

**School Based Medi-Cal Administrative Activities (SMAA)
Program Participation Agreement
JULY 1, 2020**

LEC/LGA Name: Los Angeles County Office of Education

ARTICLE I – STATEMENT OF INTENT

The purpose of this Participation Agreement (PA) between the Department of Health Care Services (DHCS) and Los Angeles County Office of Education is to permit the Local Educational Consortia (LEC) or Local Government Agency (LGA) to participate in the School-Based Medi-Cal Administrative Activities (SMAA) reimbursement program under California’s Medicaid Medi-Cal program.

ARTICLE II --- AUTHORITY

This PA is authorized pursuant to Title 2 Code of Federal Regulations, part 200 et. seq.; Title 42 Code of Federal Regulations, Chapter 4 Part 433; Welfare and Institutions Code, Chapter 7 (commencing with Section 14131); the SMAA Manual; and any other applicable federal, state laws or regulations.

ARTICLE III – TERM AND TERMINATION OF THE AGREEMENT

1. This PA will be considered in effect, on July 1, 2020 (date).
2. This PA will remain in effect until terminated by either party pursuant to this article subject to the requirements and conditions set forth in this PA.
3. Termination Without Cause:

Either party may terminate this PA without cause, and terminate the participation of the LEC/LGA in the SMAA Program by issuing at least a 30-day prior written notification to the other party of the intent to terminate the PA.

4. Termination With Cause:

DHCS may terminate this PA for cause effective immediately, if the LEC/LGAs fail to comply with any of the terms of this PA. Furthermore, DHCS may terminate this PA for cause if DHCS determines that the LEC/LGA does not meet the requirements for participation in the SMAA Program, the LEC/LGA has not submitted a valid reimbursement claim to the Medi-Cal Program, or that the LEC/LGA is unable to certify that the claims are eligible for federal funds.

LEC/LGA Name: Los Angeles County Office of Education

14200); California Code of Regulations, title 22, Division 3 (commencing with Section 50000); and the Medi-Cal Provider Manual, as applicable

2. The LEC/LGA shall submit a Data Use Agreement (DUA) by November 30th at scheduled three-year intervals, as set forth in the SMAA Manual under "SMAA Time Survey." A DUA is required for providers and non-providers who intend to utilize the Medi-Cal data match to check Medi-Cal student eligibility.

ARTICLE VI – DHCS RESPONSIBILITIES

1. DHCS will remit payment to the LEC/LGA for eligible activities performed in accordance with the SMAA Program and billed in accordance with applicable claim submission requirements. In addition, DHCS will provide Random Moment Time Study (RMTS) coder training and invoice training to LEC/LGA SMAA Coordinators.

ARTICLE VII – FISCAL PROVISIONS

1. The LEC/LGA will be reimbursed for actual expenditures incurred in accordance with the allowable costs specified herein pursuant to the certified public expenditure provisions of Chapters 4, the Random Moment Time Survey provisions of Chapter 6, and the completion and submission of the SMAA Invoice provisions of Chapter 10 of the approved SMAA Manual.
2. Invoices shall include the agreement number and shall be submitted not more frequently than quarterly in arrears to:

Regular Mail

Tony Teresi
Department of Health Care Services
Local Governmental Financing Division
School-Based Claiming Services Section
MS 4603
PO Box 997436
Sacramento, CA 95899-7436

Overnight Mail

Tony Teresi
Department of Health Care Services
Local Governmental Financing Division
School-Based Claiming Services Section
MS 4603
1501 Capitol Avenue
Sacramento, CA 95814-5005

ARTICLE VIII – BUDGET CONTINGENCY CLAUSE

1. It is mutually agreed that if the State Budget Act of the current State Fiscal Year (SFY) and any subsequent SFYs covered under this PA does not provide sufficient funds for the SMAA Program, this PA shall be of no further force and effect. In this event, the state shall have no liability to pay any funds whatsoever to the LEC/LGA or to furnish any other considerations under the PA and the LEC/LGA shall not be obligated to perform any provisions of this PA.

LEC/LGA Name: Los Angeles County Office of Education

2. If funding for any SFY is reduced or deleted by the State Budget Act for purposes of the SMAA Program, the state shall have the option to either cancel this PA, with no liability occurring to the state, or offer an agreement amendment to the LEC/LGA to reflect the reduced amount.

ARTICLE IX – LIMITATION OF STATE LIABILITY

1. In the event of a federal audit disallowance, the LEC/LGA shall cooperate with DHCS in replying to and complying with any federal audit exception related to the SMAA Program. The LEC/LGA shall assume sole financial responsibility for any and all federal audit disallowances related to the rendering of services under this PA. The LEC/LGA shall assume sole financial responsibility for any and all penalties and interest charged as a result of a federal audit disallowance related to the rendering of services under this PA. The amount of the federal audit disallowance, plus interest and penalties shall be payable on demand from DHCS.
2. If the LEC/LGA fails to remit payment for a federal audit disallowance, and for any interest or penalties due for an audit disallowance, following a demand for such payment from DHCS, DHCS may, at its option terminate this PA, withhold future payments to the LEC/LGA for services rendered, or recoup payments made to the LEC/LGA for services rendered under the SMAA Program.

ARTICLE X – AMENDMENT

1. This PA and any exhibits attached hereto shall constitute the entire agreement among the parties regarding the SMAA Program and supersedes any prior or contemporaneous understanding or agreement with respect to the SMAA Program and may be amended only by a written amendment to this PA.
2. Changes to the project representatives may be made via written communication including email by either party and shall not constitute a formal amendment to the PA.

ARTICLE XI – GENERAL PROVISIONS

1. None of the provisions of this PA are or shall be construed as for the benefit of, or enforceable by, any person not a party to this PA.
2. The interpretation and performance of this PA shall be governed by the State of California. Venue shall lie only in counties in which the California Attorney General maintains an office.

ARTICLE XII – INDEMNIFICATION

1. It is agreed that the LEC/LGA shall defend, hold harmless, and indemnify DHCS, their officers, employees, and agents from any and all claims liability, loss or expense (including reasonable

LEC/LGA Name: Los Angeles County Office of Education

attorney fees) for injuries or damage to any person or property which arise out of the terms and conditions of this PA and the negligent and intentional acts or omissions of the LEC/LGA, its officers, employees, or agents.

ARTICLE XIII – AVOIDANCE OF CONFLICTS OF INTEREST

1. The LEC/LGA is subject to compliance with the Medi-Cal Conflict of Interest Law, as applicable and set forth in Welfare and Institutions Code section 14022, and Article 1.1 (commencing with Welfare and Institutions Code section 14030), and implemented pursuant to California Code of Regulations, title 22, section 51466.

LEC/LGA Name: Los Angeles County Office of Education

The signatories to this PA warrant that they have full and binding authority to the commitments contained herein on behalf of their respective entities.

LEC/LGA Name: Los Angeles County Office of Education

Patricia Smith

Name of Authorized Representative
(Person legally authorized to bind contracts for the LEC/LGA: Superintendent)

Chief Financial Officer

Title of Authorized Representative



Signature of Authorized Representative

Mar 4, 2020

Date

STATE OF CALIFORNIA – DEPARTMENT OF HEALTH CARE SERVICES

Signature of the DHCS Authorized Representative

Typed or Printed Name of the DHCS Authorized Representative

Typed or Printed Title of the DHCS Authorized Representative

Date

AB
AB

DEPARTMENT OF HEALTH CARE SERVICES

AGREEMENT FOR DISCLOSURE AND USE OF MEDI-CAL DATA

In order to secure data and documents that reside in the California Department of Health Care Services (DHCS) Medi-Cal systems of records, or with its agents, to ensure the integrity, security, and confidentiality of such data and documents, and to permit only appropriate disclosure and use as may be permitted by law, DHCS and Los Angeles County Office of Education (Parties) enter into this Agreement as follows:

- 1. This Agreement is by and between DHCS and Los Angeles County Office of Education (User).
2. This Agreement addresses the conditions under which DHCS will disclose and the User will obtain and use Medi-Cal data file(s) as set out in Attachment A. This Agreement supplements any agreements between the Parties with respect to the use of information from data and documents and overrides any contrary instructions, directions, agreements, or other understandings in or pertaining to any other prior communication from DHCS or any of its components with respect to the data specified in this Agreement. The terms of this Agreement may be changed only by a written modification to this Agreement or by the Parties entering into a new agreement. The Parties agree further that instructions or interpretations issued to the User concerning this Agreement, and the data and documents specified herein, shall not be valid unless issued in writing by the DHCS point-of-contact specified in Section 4 or the DHCS signatories to this Agreement specified in Section 24.
3. The Parties mutually agree that the following named individual is designated as "Custodian of the Files" on behalf of the User and shall be responsible for the observance of all conditions of use and for establishment and maintenance of security arrangements as specified in this Agreement to prevent unauthorized acquisition, access, use or disclosure. The User agrees to notify DHCS within 15 business days of any change to the custodianship information.

Name of Custodian of Files
Business Advisory Services Coordinator
Title/Component
Los Angeles County Office of Education
Company/Organization
9300 Imperial Highway
Company Address
Downey, CA 90242-2890
City/State/Zip
562-922-6144 / downing_phillip@lacoedu
Phone Number / Email Address

4. The Parties mutually agree that the following named individual will be designated as "point-of-contact" for the Agreement on behalf of DHCS.
Department of Health Care Services
Att: [ANALYST NAME]
School-Based Medi-Cal Administrative Activities (SMAA) Program
[PHONE NUMBER]
[EMAIL ADDRESS]

5. The Parties mutually agree that the following specified Attachments are part of this Agreement:

Attachment A: Data Match Record Layout
Attachment B: Security Controls
Attachment C: Notification of Breach
Attachment D: Certificate of Destruction of Confidential Data
Attachment E: Notification of Change to Custodian Information

6. The Parties mutually agree, and in furnishing data files hereunder DHCS relies upon such agreement, that such data file(s) will be used solely for the following purpose: To allow the LECs/LGAs to verify the Medi-Cal eligibility of beneficiaries in order to establish the Medi-Cal Eligibility Ratio (MER). To submit claims for the School-Based Medi-Cal Administrative Activities (SMAA) program, Local Educational Agencies (LEAs) within each LEC's/LGA's respective region must first determine their MER. The data listed in Attachment A is the minimum amount needed for this purpose.

7. Some of the data specified in this Agreement may constitute Protected Health Information (PHI), including protected health information in electronic media (ePHI), under federal law, and personal information (PI) under state law. The Parties mutually agree that the creation, receipt, maintenance, transmittal and disclosure of data from DHCS containing PHI or PI shall be subject to the provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (HITECH Act) and their implementing privacy and security regulations, which include the final Omnibus Rule, at 45 Code of Federal Regulations parts 160 and 164 (HIPAA regulations), the provisions of the California Information Practices Act (IPA) at Civil Code section 1798 *et. seq.*, Confidentiality of Substance Use Disorder Patient Records at 42 Code of Federal Regulations part 2, and the provisions of other applicable federal and state laws. User specifically agrees they will not use the Attachment A data for any purpose other than that stated in paragraph 6 of this Agreement. User also specifically agrees they will not use any DHCS data, by itself or in combination with any other data from any source, whether or not publicly available, to individually identify any person to anyone other than at DHCS, as provided in this Agreement.

8. The following definitions shall apply to this Agreement. The terms used in this Agreement not otherwise defined shall have the same meanings as those terms have in the HIPAA regulations, the IPA, or other applicable law. Any reference to statutory or regulatory language shall be to such language as in effect or as amended.

- a. Breach shall have the meaning given to such term under HIPAA, the HITECH Act, the HIPAA regulations, and the IPA.
 - b. Individually Identifiable Health Information means health information, including demographic information collected from an individual, that is created or received by a health care provider, health plan, employer or health care clearinghouse, and relates to the past, present or future physical or mental health or condition of an individual, the provision of health care to an individual, or the past, present, or future payment for the provision of health care to an individual, that identifies the individual or where there is a reasonable basis to believe the information can be used to identify the individual, as set forth under 45 Code of Federal Regulations part 160.103.
 - c. Personal Information (PI) shall have the meaning given to such term in Civil Code sections 1798.3 and 1798.29.
 - d. Protected Health Information (PHI) means individually identifiable health information that is transmitted by electronic media, maintained in electronic media (45 CFR §160.103), or is transmitted or maintained in any other form or medium (Management Memo (MM) 08-11 and State Administrative Memo (SAM) 5365.2; Also see SAM 5305.8.)
 - e. Required by law, as set forth under 45 Code of Federal Regulations part 164.103, means a mandate contained in law that compels an entity to make a use or disclosure of PHI that is enforceable in a court of law. This includes, but is not limited to, court orders and court-ordered warrants, subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or an administrative body authorized to require the production of information, and a civil or an authorized investigative demand. It also includes Medicare conditions of participation with respect to health care providers participating in the program, and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing public benefits.
 - f. Security Incident means the attempted or successful unauthorized acquisition, access, use, disclosure, modification, or destruction of PHI or PI, or confidential data that is essential to the ongoing operation of the User's organization and intended for internal use; or interference with system operations in an information system.
 - g. Unsecured PHI shall have the meaning given to such term under the HITECH Act, any guidance issued pursuant to such Act including, but not limited to, 42 USC section 17932(h) and the HIPAA regulations.
9. The User represents and warrants that the User shall not disclose, release, reveal, show, sell, rent, lease, loan, or otherwise grant access to the data covered by this Agreement to any person, company or organization, except as DHCS shall authorize in writing. The User agrees that, within the User's organizations, access to the data covered by this Agreement shall be limited to the minimum number of individuals necessary to achieve the purpose stated in this Agreement or Attachment A and to those individuals on a need-to-know basis only. User shall not use or further disclose the information other than is permitted by this Agreement or as otherwise required by law. The User shall not use the information to identify or contact any individuals.

10. The User agrees to notify DHCS within 30 business days of the completion of the purpose specified in Section 6. Upon such completion, the User shall destroy all electronic data files with DHCS data by wiping such data using Department of Defense standards or as approved by DHCS. The User shall destroy all paper documents with DHCS data by using a confidential method of destruction, such as crosscut shredding or contracting with a company that specializes in confidential destruction of documents. The User shall certify the destruction of the file(s) in writing within 30 business days of the destruction. A statement certifying this action must be sent to the DHCS point-of-contact listed in Section 4. The User agrees that no data from DHCS records, any parts or copies thereof, including files derived from DHCS records (electronic, hardcopy or otherwise), shall be retained when the files are destroyed unless authorization in writing for the retention of such files has been received from the DHCS person designated in Section 4.
11. The User agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the data and to prevent unauthorized use or access to it. The safeguards shall provide a level and scope of security that is not less than the level and scope of security established in HIPAA, the HITECH Act, and the HIPAA Regulations, Final Omnibus Rule as set forth in 45 CFR, parts 160, 162 and 164 of the HIPAA Privacy and Security Regulations. The User also agrees to provide a level and scope of security that is at least comparable to the level and scope of security established by the Office of Management and Budget in OMB Circular No. A-130, Appendix III - Security of Federal Automated Information Systems, which sets forth guidelines for automated information systems in Federal agencies. In addition, the User agrees to comply with the specific security controls enumerated in Attachment B of this DUA. The User also agrees to ensure that any agents, including a subcontractor to whom they provide DHCS data, agrees to the same requirements for privacy and security safeguards for confidential data that apply to the User.
12. The User acknowledges that in addition to the requirements of this Agreement, they must also abide by the privacy and disclosure laws and regulations under 45 Code of Federal Regulations parts 160 and 164, of the HIPAA regulations, Welfare & Institutions Code section 14100.2, Civil Code section 1798.3 et. seq., the Confidentiality of Substance Use Disorder Patient Records at 42 Code of Federal Regulations part 2, as well as any other applicable state or federal laws or regulations. 42 Code of Federal Regulations part 2.53 allows for the disclosure of such records to qualified personnel for the purpose of conducting management or financial audits, or program evaluation. The User also agrees to ensure that any agents, including a subcontractor, to whom they provide the DHCS data, agree to the same restrictions and conditions that apply to the User with respect to such information.
13. The User agrees to report to DHCS immediately upon discovery any acquisition, access, use or disclosure of the information not provided for by this Agreement of which it becomes aware, and to take further action regarding the use or disclosure as specified in Attachment C- Notification of Breach of this Agreement.
14. User agrees to train and use reasonable measures to ensure compliance with the requirements of this Agreement by employees who assist in the performance of functions or activities under this Agreement and use or disclose DHCS data, and to discipline employees who intentionally

User Initial: PS

violate any provisions of this Agreement, including by termination of employment. In complying with the provisions of this section, User shall observe the following requirements.

- a) User shall provide information privacy and security training, at least annually, at its own expense, to all its employees who assist in the performance of functions or activities under this Agreement and use or disclose DHCS data; and
 - b) User shall require each employee who receives information privacy and security training to sign a certification, indicating the employee's name and the date on which the training was completed.
15. From time to time, DHCS may, upon prior written notice and at mutually convenient times, inspect the facilities, systems, books and records of User to monitor compliance with this Agreement. User shall promptly remedy any violation of any provision of this Agreement and shall certify the same to the DHCS Privacy Officer in writing. The fact that DHCS inspects, or fails to inspect, or has the right to inspect, User's facilities, systems and procedures, does not relieve User of their responsibility to comply with this Agreement.
16. The User acknowledges that penalties under 45 Code of Federal Regulations, parts 160, 162 and 164 of the HIPAA regulations, and Welfare and Institutions Code section 14100.2, including possible fines and imprisonment, may apply with respect to any disclosure of information in the file(s) that is inconsistent with the terms of this Agreement. The User further acknowledges that criminal penalties under the Confidentiality of Medical Information Act (Civ. Code § 56) may apply if it is determined that the User, or any individual employed or affiliated therewith, knowingly and willfully obtained any data under false pretenses.
17. By signing this Agreement, the User agrees to abide by all provisions set out in this Agreement and Attachments for protection of the data file(s) specified in this Agreement, and acknowledges having received notice of potential criminal, administrative, or civil penalties for violation of the terms of the Agreement. Further, the User agrees that any material violations of the terms of this Agreement or any of the laws and regulations governing the use of DHCS data may result in denial of access to DHCS data.
18. This Agreement shall terminate at the time of the completion of the project, which is described in paragraph 6, or three years from the date the agreement is executed, whichever event occurs later, and at that time all data provided by DHCS must be destroyed as set forth in Section 10, above, and a certificate of destruction sent to the DHCS representative named in Section 4, unless data has been destroyed prior to the termination date and a certificate of destruction sent to DHCS. All representations, warranties and certifications shall survive termination.
19. Termination for Cause. Upon DHCS' knowledge of a material breach or violation of this Agreement by User, DHCS may provide an opportunity for User to cure the breach or end the violation and may terminate this Agreement if User does not cure the breaches or end the violation within the time specified by DHCS. DHCS may terminate this Agreement immediately if User breach a material term and DHCS determines, in its sole discretion, that cure is not possible or available under the circumstances. Upon termination of this Agreement, User must

User Initial: PS

destroy all PHI and PI in accordance with Section 10, above. The provisions of this Agreement governing the privacy and security of the PHI and PI shall remain in effect until all PHI and PI is destroyed or returned to DHCS.

- 20. This Agreement may be signed in counterpart and all parts taken together shall constitute one agreement.
- 21. This Agreement shall be binding on any successors to the Parties.
- 22. The Custodian, as named in Section 3, hereby acknowledges his or her appointment as Custodian of the aforesaid file(s) on behalf of the User, and agrees in a representative capacity to comply with all of the provisions of this Agreement on behalf of the User.

Phillip A. Downing

Name of Custodian of File(s)

Business Advisory Services Coordinator

Title/Component

Phillip A. Downing

Phillip A. Downing (Apr 15, 2020)

Signature

Apr 15, 2020

Date

On behalf of the User, the undersigned individual hereby attests that he or she is authorized to enter into this Agreement and agrees to all of the terms specified herein.

Patricia Smith

Name

Title/Component

Company/Organization

1932314010

NPI Number

9300 Imperial Highway

Company Address

Downey, CA 90242-2890

City/State/ZIP

(562) 922-6124 / smith_pat@lacoecoe.edu

Phone Number / Email Address

Patricia Smith

Signature

Mar 4, 2020

Date

23. On behalf of DHCS the undersigned individual hereby attests that he or she is authorized to enter into this Agreement and agrees to all of the terms specified herein.

Name of DHCS Representative

Title/Component

Signature

Date

AB
AB

User Initial: _____



MEDI-CAL PROVIDER AGREEMENT
(To Accompany Applications for Enrollment or Continued Enrollment)*

Do not use staples on this form or any attachments.

Type or print clearly in ink. If you must make corrections, please line through, date, and initial in ink.

Do not leave any questions, lines, etc. blank. Enter N/A if not applicable to you.

For State Use Only

Date:

Legal name of applicant or provider (hereinafter jointly referred to as "Provider") Los Angeles County Office of Education	Business name (if different than legal name)		
Provider number (NPI) 1932314010	Business Telephone Number (562) 803-8441		
Business address (number, street) 9300 Imperial Highway	City Downey	State CA	ZIP code (9-digit) 90242-2890
Mailing address (number, street, P.O. Box number) 9300 Imperial Highway	City	State	ZIP code (9-digit)
Pay-to address (number, street, P.O. Box number) 9300 Imperial Highway	City	State	ZIP code (9-digit)
Previous business address (number, street)	City	State	ZIP code (9-digit)

Taxpayer Identification Number (TIN)**
94-6000942

EXECUTION OF THIS PROVIDER AGREEMENT BETWEEN AN APPLICANT OR PROVIDER (HEREINAFTER JOINTLY REFERRED TO AS "PROVIDER") AND THE DEPARTMENT OF HEALTH CARE SERVICES (HEREINAFTER "DHCS"), IS MANDATORY FOR PARTICIPATION OR CONTINUED PARTICIPATION AS A PROVIDER IN THE MEDI-CAL PROGRAM PURSUANT TO 42 UNITED STATES CODE, SECTION 1396a(a)(27), TITLE 42, CODE OF FEDERAL REGULATIONS, SECTION 431.107, WELFARE AND INSTITUTIONS CODE, SECTION 14043.2, AND TITLE 22, CALIFORNIA CODE OF REGULATIONS, SECTION 51000.30(a)(2).

AS A CONDITION FOR PARTICIPATION OR CONTINUED PARTICIPATION AS A PROVIDER IN THE MEDI-CAL PROGRAM, PROVIDER AGREES 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:

* Every applicant and provider must execute this Provider Agreement, except physicians, who must execute the "Medi-Cal Physician Application/Agreement," DHCS 6210.

** The taxpayer identification number may be a Taxpayer Identification Number (TIN) or a social security number for sole proprietors.

1. **Term and Termination.** This Agreement will be effective from the date applicant is enrolled as a 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 Medi-Cal program unless and until such time as Provider is re-enrolled by DHCS in the Medi-Cal program. DHCS may immediately terminate this Agreement for cause if Provider is suspended/excluded for any of the reasons set forth in Paragraph 26(a) below, which termination will result in Provider's immediate disenrollment and exclusion (without formal hearing under the Administrative Procedures Act) from further participation in the Medi-Cal program. During any period in which the provider is on provisional provider status or preferred provisional provider status, DHCS may terminate this agreement for any of the grounds stated in Welfare and Institutions Code Section 14043.27(c).
2. **Compliance With Laws and Regulations.** Provider agrees to comply with all applicable provisions of Chapters 7 and 8 of the Welfare and Institutions Code (commencing with Sections 14000 and 14200), and any applicable rules or regulations promulgated by DHCS pursuant to these Chapters. Provider further agrees that if it violates any of the provisions of Chapters 7 and 8 of the Welfare and Institutions Code, or any other regulations promulgated by DHCS pursuant to these Chapters, it may be subject to all sanctions or other remedies available to DHCS. Provider further agrees to comply with all federal laws and regulations governing and regulating Medicaid providers.
3. **National Provider Identifier (NPI).** Provider agrees not to submit any claims to DHCS using an NPI unless that NPI is appropriately registered with the Centers for Medicare and Medicaid Services (CMS) and is in compliance with all NPI requirements established by CMS as of the date the claim is submitted. Provider agrees that submission of an NPI to DHCS as part of an application to use that NPI to obtain payment constitutes an implied representation that the NPI submitted is appropriately registered and in compliance with all CMS requirements at the time of submission. Provider also agrees that any subsequent defect in registration or compliance of the NPI constitutes an "addition or change in the information previously submitted" which must be reported to DHCS under the requirements of California Code of Regulations, title 22, section 51000.40.
4. **Forbidden Conduct.** Provider agrees that it shall not engage in conduct inimical to the public health, morals, welfare and safety of any Medi-Cal beneficiary, or the fiscal integrity of the Medi-Cal program.
5. **Nondiscrimination.** Provider agrees that it shall not exclude or deny aid, care, service or other benefits available under Medi-Cal or in any other way discriminate against a person because of that person's race, color, ancestry, marital status, 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 Medi-Cal to Medi-Cal beneficiaries in the same manner, by the same methods, and at the same scope, level, and quality as provided to the general public.
6. **Scope of Health and Medical Care.** Provider agrees that the health care services it provides may include diagnostic, preventive, corrective, and curative services, goods, supplies, and merchandise essential thereto, provided by qualified personnel for conditions that cause suffering, endanger life, result in illness or infirmity, interfere with capacity for normal activity, including employment, or for conditions which may develop into some significant handicap or disability. Provider further agrees such health care services may be subject to prior authorization to determine medical necessity.
7. **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 suspend Provider as a provider in the Medi-Cal program pursuant to Welfare and Institutions Code, Section 14043.6, 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 suspension 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.

8. **Insurance.** Provider agrees to possess at the time this Agreement becomes effective, and to maintain in good standing throughout the term of this Agreement, liability insurance for the business address and, if a licensed practitioner, professional liability (malpractice) insurance coverage from an authorized insurer pursuant to Section 700 of the Insurance Code.
9. **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 Medi-Cal 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. Provider further agrees that such 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.
10. **DHCS, AG and Secretary Access to Records; Copies of Records.** Provider agrees to make available, during regular business hours, all pertinent financial records, all records of the requisite insurance coverage, and all records concerning the provision of health care services to Medi-Cal beneficiaries to any duly authorized representative of DHCS, the California Attorney General's Medi-Cal Fraud Unit ("AG"), and the Secretary of the United States Centers for Medicare and Medicaid Services (Secretary). Provider further agrees to provide, if requested by any of the above, copies of the records and documentation, and that failure to comply with any request to examine or receive copies of such records shall be grounds for immediate suspension of Provider from participation in the Medi-Cal program. Provider will be reimbursed for reasonable copy costs as determined by DHCS, AG or Secretary.
11. **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 his/her personal representative, or as otherwise authorized by law.
12. **Disclosure of Information to DHCS.** Provider agrees to disclose all information as required in Federal Medicaid laws and 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, prior to any hearing, result in the denial of the application for enrollment or shall be grounds for termination of enrollment status or suspension

from the Medi-Cal program, which shall include deactivation of all provider numbers used by Provider to obtain reimbursement from the Medi-Cal 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 Medi-Cal funds received during any period for which information was not reported, or reported falsely, to DHCS.

13. **Information Regarding Subcontractors and Suppliers.** Provider agrees to submit, within 35 days of the date on a request by the Secretary or the Medicaid agency, full and complete information about the ownership of any subcontractor with whom the provider has had business transactions totaling more than \$25,000 during the 12-month period ending on the date of the request; and any significant business transactions between the provider and any wholly owned supplier, or between the provider and any subcontractor, during the 5-month period ending on the date of the request.
14. **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 and 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 medical and business records; and, (3) data searches.
15. **Unannounced Visits By DHCS, AG and Secretary.** Provider agrees that DHCS, AG and/or Secretary may make unannounced visits to Provider, at any of Provider's business locations, before, during or after enrollment, for the purpose of determining whether enrollment, continued enrollment, or certification is warranted, to investigate and prosecute fraud against the Medi-Cal program, to investigate complaints of abuse and neglect of patients in health care facilities receiving payment under the Medi-Cal program, and/or as necessary for the administration of the Medi-Cal program and/or the fulfillment of the AG's powers and duties under Government Code Section 12528. Premises subject to inspection include billing agents, as defined in Welfare and Institutions Code Section 14040.1. Failure to permit inspection by DHCS, AG or Secretary or any agent, investigator or auditor thereof, shall be grounds for immediate suspension of provider from participation in the Medi-Cal program.
16. **Provider Fraud and Abuse.** Provider agrees that it shall not engage in or commit fraud or abuse. "Fraud" 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" means either: (1) practices that are inconsistent with sound fiscal or business practices and result in unnecessary cost to the Medicare program, the Medi-Cal 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; (2) practices that are inconsistent with sound medical practices and result in reimbursement by the Medi-Cal 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, for services that are unnecessary or for substandard items or services that fail to meet professionally recognized standards for health care.
17. **Investigations of Provider for Fraud or Abuse.** Provider certifies that, at the time this Agreement was signed, it was not under investigation for fraud or abuse pursuant to Subpart A (commencing with Section 455.12) of Part 455 of Title 42 of the Code of Federal Regulations or under investigation for fraud or abuse by any other government entity. Provider further agrees to notify DHCS within ten business days of learning that it is under investigation for fraud or abuse. Provider further agrees that it shall be subject to temporary suspension pursuant to Welfare and Institutions Code, Section 14043.36(a), which shall include temporary deactivation of all provider numbers used by Provider to obtain reimbursement from

the Medi-Cal 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.

18. **Provider Fraud or Abuse Convictions and/or Civil Fraud or Abuse Liability.** Provider certifies that it and its owners, officers, directors, employees, and agents, has not: (1) been convicted of any felony or misdemeanor involving fraud or abuse in any government program, within the last ten years; or (2) been convicted of any felony or misdemeanor involving the abuse of any patient; or (3) been convicted of any felony or misdemeanor substantially related to the qualifications, functions, or duties of a provider; or (4) entered into a settlement in lieu of conviction for fraud or abuse, within the last ten years; or, (5) been found liable for fraud or abuse in any civil proceeding, within the last ten years. Provider further agrees that DHCS shall not enroll Provider if within the last ten years, Provider has been convicted of any felony or any 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.
19. **Changes to Provider Information.** Provider agrees to keep its application for enrollment in the Medi-Cal program current by informing DHCS, Provider Enrollment Division, in writing on a form or forms to be specified by DHCS, within 35 days of any changes to the information contained in its application for enrollment, its disclosure statement, this Agreement, and/or any attachments to these documents.
20. **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 Medi-Cal 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 Medi-Cal beneficiary. Provider further agrees that it will not take any other action or receive any other benefit prohibited by state or federal law.
21. **Payment From Other Health Coverage Prerequisite to Claim Submission.** Provider agrees that it shall first seek to obtain payment for services provided to Medi-Cal beneficiaries from any private or public health insurance coverage to which the beneficiary is entitled, 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. 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 DHCS.
22. **Beneficiary Billing.** Provider agrees that it shall not submit claims to or demand or otherwise collect reimbursement from a Medi-Cal beneficiary, or from other persons on behalf of the beneficiary, for any service included in the Medi-Cal program's scope of benefits in addition to a claim submitted to the Medi-Cal program for that service, except to: (1) collect payments due under a contractual or legal entitlement pursuant to Welfare and Institutions Code, Section 14000(b); (2) bill a long-term care patient for the amount of his/her liability; and, (3) collect a co-payment pursuant to Welfare and Institutions Code, Sections 14134 and 14134.1. Provider further agrees that, in the event that a beneficiary willfully refuses to provide current other health care coverage billing information as described in Section 50763(a)(5) of Title 22, California Code of Regulations, Provider may, upon giving the beneficiary written notice of intent, bill the beneficiary as a private pay patient.
23. **Payment From Medi-Cal Program Shall Constitute Full Payment.** Provider agrees that payment received from DHCS in accordance with Medi-Cal fee structures shall constitute payment in full, except that Provider, after making a full refund to DHCS of any Medi-Cal 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.

- 24. Return of Payment for Services Otherwise Covered by the Medi-Cal Program.** Provider agrees that any beneficiary who has paid Provider for health care services, goods, supplies, or merchandise otherwise covered by the Medi-Cal program received by the beneficiary shall be entitled to a prompt return from Provider of any part of the payment which meets any of the following: (1) was rendered during any period prior to the receipt of the beneficiary's Medi-Cal card, for which the card authorizes payment under Welfare and Institutions Code, Sections 14018 or 14019; (2) was reimbursed to Provider by the Medi-Cal program, following audits and appeals to which Provider is entitled; (3) is not payable by a third party under contractual or other legal entitlement; (4) was not used by the beneficiary to satisfy his/her paid or obligated liability for health care services, goods, supplies, or merchandise, or to establish eligibility.
- 25. 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 and its implementing regulations, and the provider manual.
- 26. Deficit Reduction Act of 2005, Section 6032 Implementation.** As a condition of payment for services, goods, supplies and merchandise provided to beneficiaries in the Medical Assistance Program ("Medi-Cal"), providers must comply with the False Claims Act employee training and policy requirements in 1902(a) of the Social Security Act (42 USC 1396a(a)(68)), set forth in that subsection and as the federal Secretary of Health and Human Services may specify.
- 27. Termination of Provisional Provider or Preferred Provisional Provider Status.** Provider agrees that, while it is on provisional provider status or preferred provisional provider status, the provider will be subject to immediate termination of its provisional provider status or preferred provisional provider status and disenrollment from the Medi-Cal program in the following circumstances:
- (1) The provider, persons with an ownership or control interest in the provider, or persons who are directors, officers, or managing employees of the provider have been convicted of any felony, or convicted of any misdemeanor involving fraud or abuse in any government program, related to neglect or abuse of a patient in connection with the delivery of a health care item or service, or in connection with the interference with, or obstruction of, any investigation into health care related fraud or abuse, or have been found liable for fraud or abuse in any civil proceeding, or have entered into a settlement in lieu of conviction for fraud or abuse in any government program within 10 years of the date of the application package.
 - (2) There is a material discrepancy in the information provided to the department, or with the requirements to be enrolled, that is discovered after provisional provider status or preferred provisional provider status has been granted and that cannot be corrected because the discrepancy occurred in the past.
 - (3) The provider has provided material information that was false or misleading at the time it was provided.
 - (4) The provider failed to have an established place of business at the business address for which the application package was submitted at the time of any onsite inspection, announced or unannounced visit, or any additional inspection or review conducted pursuant to this article or a statute or regulation governing the Medi-Cal program, unless the practice of the provider's

- profession or delivery of services, goods, supplies, or merchandise is such that services, goods, supplies, or merchandise are rendered or delivered at locations other than the business address and this practice of delivery of services, goods, supplies, or merchandise has been disclosed in the application package approved by the department when the provisional provider status of preferred provisional provider status was granted.
- (5) The provider meets the definition of a clinic under Section 1200 of the Health and Safety Code, but is not licensed as a clinic pursuant to Chapter 1 (commencing with Section 1200) of Division 2 of the Health and Safety Code and fails to meet the requirements to qualify for at least one exemption pursuant to Section 1206 or 1206.1 of the Health and Safety Code.
 - (6) The provider performs clinical laboratory tests or examinations, but it or its personnel do not meet CLIA, and the regulations adopted thereunder, and the state clinical laboratory law, do not possess valid CLIA certificates and clinical laboratory registrations or licenses pursuant to Chapter 3 (commencing with Section 1200) of Division 2 of the Business and Professions Code, or are not exempt from licensure as a clinical laboratory under Section 1241 of the Business and Professions Code.
 - (7) The provider fails to possess either of the following:
 - (a) The appropriate licenses, permits, certificates, or other approvals needed to practice the profession or occupation, or provide the services, goods, supplies, or merchandise the provider identified in the application package approved by the department when the provisional provider status or preferred provisional provider status was granted and for the location for which the application was submitted.
 - (b) The business or zoning permits or other approval necessary to operate a business at the location identified in its application package approved by the department when the provisional provider status or preferred provisional provider status was granted.
 - (8) The provider, or if the provider is a clinic, group, partnership, corporation, or other association, any officer, director, or shareholder with a 10 percent or greater interest in that organization, commits two or more violations of the federal or state statutes or regulation governing the Medi-Cal program, and the violations demonstrate a pattern or practice of fraud, abuse, or provision of unnecessary or substandard medical services.
 - (9) The provider commits any violation of a federal or state statute or regulation governing the Medi-Cal program or of a statute or regulation governing the provider's profession or occupation and the violation represents a threat of immediate jeopardy or significant harm to any Medi-Cal beneficiary or to the public welfare.
 - (10) The provider submits claims for payment that subject a provider to suspension under Section 14043.61.
 - (11) The provider submits claims for payment for services, goods, supplies, or merchandise rendered at a location other than the location for which the provider number was issued, unless the practice of the provider's profession or delivery of services, goods, supplies, or merchandise is such that services, goods, supplies, or merchandise are rendered or delivered at locations other than the business address and this practice or delivery of services, goods, supplies, or merchandise has been disclosed in the application package approved by the department when the provisional provider status was granted.

- (12) The provider has not paid its fine, or has a debt due and owing, including overpayments and penalty assessments, to any federal, state, or local government entity that relates to Medicare, Medicaid, Medi-Cal, or any other federal or state health care program, and has not made satisfactory arrangements to fulfill the obligation or otherwise been excused by legal process from fulfilling the obligation.

28. Provider Suspension; Appeal Rights; Reinstatement. Provider agrees that it is to be subject to the following suspension actions. Provider further agrees that the suspension 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 individual, clinic, group, corporation, or other association to the Medi-Cal program for any services, supplies, goods, or merchandise that provider has provided directly or indirectly to a Medi-Cal beneficiary, except for services, supplies, goods, or merchandise provided prior to the suspension.

a. **Automatic Suspensions/Mandatory Exclusions.** DHCS shall automatically suspend Provider under the following circumstances:

- (1) Upon notice from the Secretary of the United States Department of Health and Human Services that Provider has been excluded from participation in the Medicare or Medicaid programs. No administrative appeal of a suspension on this ground shall be available to Provider. (Welfare and Institutions Code, Section 14123(b),(c).)
- (2) If Provider has license(s), certificate(s), or other approval(s) to provide health care services, 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 license, certificate, or approval was pending. (Welfare and Institutions Code, Section 14043.6.)
- (3) If Provider is convicted of any felony or any misdemeanor involving fraud, abuse of the Medi-Cal program or any patient, or otherwise substantially related to the qualifications, functions, or duties of a provider of service. Suspension following conviction is not subject to the proceedings under Welfare and Institutions Code, Section 14123(c). However, the director may grant an informal hearing at the request of the provider to determine in the director's sole discretion if the circumstances surrounding the conviction justify rescinding or otherwise modifying the suspension.

b. **Permissive Suspensions/Permissive Exclusions.** DHCS may suspend Provider under the following circumstances:

- (1) Provider violates any of the provisions of Chapter 7 of the Welfare and Institutions Code (commencing with Section 14000 except for Sections 14043–14044), or Chapter 8 (commencing with Section 14200) or any rule or regulations promulgated by DHCS pursuant to those provisions. Administrative appeal pursuant to Health and Safety Code, Section 100171. (Welfare and Institutions Code, Section 14123(a),(c).)
- (2) Provider fails to comply with DHCS' request to examine or receive copies of the books and records pertaining to services rendered to Medi-Cal beneficiaries. Administrative appeal pursuant to Health and Safety Code, Section 100171. (Welfare and Institutions Code, Section 14124.2.)
- (3) Provider participating in the Medi-Cal dental program provides services, goods, supplies, or merchandise that are below or less than the standard of acceptable quality, as

established by the California Dental Association Guidelines for the Assessment of Clinical Quality and Professional Performance, Copyright 1995, Third Edition, as periodically amended. (Welfare and Institutions Code, Section 14123(f).)

c. **Temporary Suspension.** DHCS shall temporarily suspend Provider under the following circumstances:

- (1) Provider fails to disclose all information as required in federal Medicaid regulations or any other information required by DHCS, or discloses false information. Administrative appeal pursuant to Welfare and Institutions Code, Section 14043.65. (Welfare and Institutions Code, Section 14043.2(a).)
- (2) If it is discovered that Provider is under investigation for fraud or abuse. Administrative appeal pursuant to Welfare and Institutions Code, Section 14043.65. (Welfare and Institutions Code, Section 14043.36(a).)
- (3) Provider fails to remediate discrepancies discovered as a result of an unannounced visit to Provider. Administrative appeal pursuant to Welfare and Institutions Code, Section 14043.65. (Welfare and Institutions Code, Section 14043.7(c).)
- (4) When necessary to protect the public welfare or the interests of the Medi-Cal program. Administrative appeal pursuant to Health and Safety Code, Section 100171. (Welfare and Institutions Code, Section 14123(c).)
- (5) Provider submits claims for payment under any provider number from an individual or entity that is suspended, excluded or otherwise ineligible. This includes a provider on the Suspended and Ineligible Provider List or any list published by the Office of the Inspector General or the Department of Health and Human Services. Appeal pursuant to Welfare and Institutions Code, Section 14043.65. (Welfare and Institutions Code, Section 14043.61.)

29. **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 all of the members of the provider group.

30. **Legislative and Congressional Changes.** Provider agrees that this Agreement is subject to any future additional requirements, restrictions, limitations, or conditions enacted by the California Legislature or the United States Congress which may affect the provisions, terms, conditions, or funding of this Agreement in any manner.

31. **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.

32. **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 Medi-Cal beneficiary, or to any other person, firm, or corporation who may be injured or damaged by Provider in the performance of this Agreement.

33. **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of California.
34. **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.
35. **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.
36. **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.
37. **Assignability.** Provider agrees that it has no property right in or to its status as a Provider in the Medi-Cal program or in or to the provider number(s) assigned to it, and that Provider may not assign its provider number for use as a Medi-Cal provider, or any rights and obligations it has under this Agreement except to the extent purchasing owner is joining this provider agreement with successor liability with joint and several liability.
38. **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.
39. **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.
40. **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.
41. **Provider Attestation.** Provider 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. Provider 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.

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 provider signing this agreement warrants that he/she has read this agreement and understands it.

I declare under penalty of perjury under the laws of the State of California that the foregoing information is true, accurate, and complete to the best of my knowledge and belief.

I declare I am the provider or I have the authority to legally bind the provider, which is an entity and not an individual person and that I am eligible to sign this agreement under Title 22, CCR Section 51000.30(a)(2)(B).

1. Printed legal name of provider
Los Angeles County Office of Education

2. Printed name of person signing this declaration on behalf of provider (if an entity or business name is listed in item 1 above)
Patricia Smith

3. Original signature of provider or representative if this provider is an entity other than an individual person as sole proprietor

Patricia Smith

4. Title of person signing this declaration
Chief Financial Officer

5. Executed at: Downey, CA on Mar 4, 2020
(City) (State) (Date)

6. Notary Public:

Applicants and providers licensed pursuant to Division 2 (commencing with Section 500) of the Business and Professions Code, the Osteopathic Initiative Act, or the Chiropractic Initiative Act ARE NOT REQUIRED to have this form notarized. If notarization is required, the Certificate of Acknowledgement signed by the Notary Public must be in the form specified in Section 1189 of the Civil Code.

AB

Privacy Statement
(Civil Code Section 1798 et seq.)

All information requested on the Application, the disclosure statement, and the provider agreement is mandatory. This information is required by the California Department of Health Care Services and any other California State Departments that are delegated responsibility to administer the Medi-Cal program, by the authority of the Welfare and Institutions Code, Sections 14043 - 14043.75, the California Code of Regulations, Title 22, Sections 51000 – 51451 and the Code of Federal Regulations, Title 42, Part 455. The consequences of not supplying the mandatory information requested are denial of enrollment as a Medi-Cal provider or denial of continued enrollment as a provider and deactivation of all provider numbers used by the provider to obtain reimbursement from the Medi-Cal program. Some or all of this information may also be provided to the California State Controller's Office, the California Department of Justice, the California Department of Consumer Affairs, the California Department of Corporations, the California Franchise Tax Board or other California 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, or as required or permitted by law. For more information or access to records containing your personal information maintained by this agency, contact the Provider Enrollment Division at (916) 323-1945.

DEPARTMENT OF HEALTH CARE SERVICES

DATA USE AGREEMENT

Attachment A

DATA MATCH RECORD LAYOUT

The following table illustrates the Data Match Record Layout output file. **Please note that the first 105 characters are the return record of the input data provided by the LEC/LGA.** Output fields include return of the input (positions 1-105) and output (positions 106-263) records.

FIELD	SIZE	POSITION
Social Security Number	9	1-9
Last Name	20	10-29
First Name	15	30-44
Middle Initial	1	45
Date of Birth (CCYYMMDD)	8	46-53
Sex	1	54
Provider Id	9	55-63
School Name	20	64-83
User Data	20	84-103
County Code	2	104-105
Beneficiary Identification Card Number	14	106-119
Beneficiary Identification Card Issue Date (CCYYMMDD)	8	120-127
Filler	6	128-133
Match Indicator	1	134
Record Eligibility Indicator	1	135
Filler	1	136
Current Month Data	9	137-145
Eligibility Indicator	1	137
Share of Cost Amount	5	138-142
Cert Day	2	143-144
OHC Indicator	1	145
History Data – January	9	146-154
Eligibility Indicator	1	146
Share of Cost Amount	5	147-151
Cert Day	2	152-153
OHC Indicator	1	154

History Data - February	9	155-163
Eligibility Indicator	1	155
Share of Cost Amount	5	156-160
Cert Day	2	161-162
OHC Indicator	1	163
History Data - March	9	164-172
Eligibility Indicator	1	164
Share of Cost Amount	5	165-169
Cert Day	2	170-171
OHC Indicator	1	172
History Data - April	9	173-181
Eligibility Indicator	1	173
Share of Cost Amount	5	174-178
Cert Day	2	179-180
OHC Indicator	1	181
History Data - May	9	182-190
Eligibility Indicator	1	182
Share of Cost Amount	5	183-187
Cert Day	2	188-189
OHC Indicator	1	190
History Data - June	9	191-199
Eligibility Indicator	1	191
Share of Cost Amount	5	192-196
Cert Day	2	197-198
OHC Indicator	1	199
History Data - July	9	200-208
Eligibility Indicator	1	200
Share of Cost Amount	5	201-205
Cert Day	2	206-207
OHC Indicator	1	208
History Data - August	9	209-217
Eligibility Indicator	1	209
Share of Cost Amount	5	210-214
Cert Day	2	215-216
OHC Indicator	1	217
History Data - September	9	218-226
Eligibility Indicator	1	218
Share of Cost Amount	5	219-223
Cert Day	2	224-225
OHC Indicator	1	226
History Data - October	9	227-235
Eligibility Indicator	1	227
Share of Cost Amount	5	228-232

Cert Day	2	233-234
OHC Indicator	1	235
History Data - November	9	236-244
Eligibility Indicator	1	236
Share of Cost Amount	5	237-241
Cert Day	2	242-243
OHC Indicator	1	244
History Data – December	9	245-253
Eligibility Indicator	1	245
Share of Cost Amount	5	246-250
Cert Day	2	251-252
OHC Indicator	1	253
Meds Current Date CCYYMMDD	8	254-261
Filler	2	262-263

MEDI-CAL DISCLOSURE STATEMENT



Every applicant or provider must complete and submit a current Medi-Cal Disclosure Statement (DHCS 6207) as part of a complete application package for enrollment, continued enrollment, or certification as a Medi-Cal provider.

Important:

- **FOR NEW APPLICANTS:** Failure to disclose complete and accurate information may result in a denial of enrollment and imposition of a three-year reapplication bar.
- **FOR CURRENTLY ENROLLED APPLICANTS:** Failure to disclose complete and accurate information may result in denial, deactivation of all business addresses and the imposition of a three-year reapplication bar. The Department is required to report the termination of your participation in the Medi-Cal Program to the Centers for Medicare & Medicaid Services and to other States' Medicaid and Children's Health Insurance Programs pursuant to United States Code, Title 42, Sections 1396a(kk)(6) and 1902(kk)(6) and the Code of Federal Regulations, Title 42, Section 1002.3(b).
- Submitting a complete and accurate Medi-Cal Disclosure Statement is required.
- Read **all** instructions when completing the Medi-Cal Disclosure Statement.
- Type or print clearly in ink.
- DO NOT USE staples on this form or on any attachments.
- If applicant/provider must make corrections, please line through, date, and initial in ink. Do not use correction fluid.
- Return this completed statement with the complete application package to the address listed on the application form.

Overall Authority: Code of Federal Regulations, Title 42, Part 455; California Code of Regulations, Title 22, Sections 51000–51451; Welfare and Institutions Code, Sections 14043–14043.75

DHCS 6207 (Rev. 2/17)

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GENERAL INSTRUCTIONS FOR COMPLETING THE MEDI-CAL DISCLOSURE STATEMENT

- DO NOT USE staples on this form or on any attachments.
- Do not use a pencil, correction tape, white out, highlighter pen, etc. on this form.
- If you must correct an entry, the applicant or provider must initial and date the correction in ink.
- Do not leave any questions, boxes, lines, etc., blank. Check or write "N/A" if not applicable to you.
- To review the Title 22 provider enrollment regulations, please visit the Medi-Cal Website (www.medi-cal.ca.gov) and click the "Provider Enrollment" link. It is the responsibility of the applicant/provider to comply with all regulations pertaining to Medi-Cal.

Section I: Applicant/Provider Information

1. All applicants and providers must complete this Section unless they are eligible to use the "Medi-Cal Rendering Provider Application/Disclosure Statement/Agreement for Physician/Allied/Dental Providers" (DHCS 6216) or the "Medi-Cal Ordering/Referring/Prescribing Provider Application/Agreement/Disclosure Statement for Physician and Nonphysician Practitioners" (DHCS 6219).
2. Rendering providers joining a group who are not eligible to use the "Medi-Cal Rendering Provider Application/Disclosure Statement/Agreement for Physician/Allied/Dental Providers" may leave parts E–H blank if part D is checked.
3. If applicant leases the location where services are being rendered or provided, please attach a copy of a current signed lease agreement.
4. In California, a domestic or foreign limited liability company is not permitted to render professional services, as defined in Corporations Code Sections 13401, subdivision (a) and 13401.3. **See California Corporations Code Section 17701.04(e).**

Section II: Unincorporated Sole-Proprietor or Individual Rendering Provider Adding to a Group

Disclosure of social security number is optional. (See *Privacy Statement on page 21*)

Section III: Ownership Interest and/or Managing Control Information (Entities)

1. To determine percentage of ownership, mortgage, deed of trust, note or other obligation, the percentage of interest owned in the obligation is multiplied by the percentage of the disclosing entity's assets used to secure the obligation. For example, if A owns 10 percent of a note secured by 60 percent of the applicant's or provider's assets, A's interest in the provider's assets equates to 6 percent and shall be reported pursuant to California Code of Regulations, Title 22, Section 51000.35. Conversely, if B owns 40 percent of a note secured by 10 percent of the applicant's or provider's assets, B's interest in the provider's assets equates to 4 percent and need not be reported.
2. "Indirect ownership interest" means an ownership interest in any entity that has an ownership interest in the applicant or provider. This term includes an ownership interest in any entity that has an indirect ownership interest in the applicant or provider. The amount of indirect ownership interest is determined by multiplying the percentages of ownership in each entity. For example, if A owns 10 percent of the stock in a corporation which owns 80 percent of the stock of the applicant or provider, A's interest equates to an 8 percent indirect ownership interest in the applicant or provider and shall be reported pursuant to California Code of Regulations, Title 22, Section 51000.35. Conversely, if B owns 80 percent of the stock of a corporation, which owns 5 percent of the stock of the applicant or provider, B's interest equates to a 4 percent indirect ownership interest in the applicant or provider and need not be reported.

3. "Ownership interest" means the possession of equity in the capital, the stock, or the profits of the applicant or provider.
4. All entities with managing control of applicant/provider must be listed in this Section.
5. List the National Provider Identifier (NPI) of each listed corporation, unincorporated association, partnership, or similar entity having 5% or more (direct or indirect) ownership or control interest, or any partnership interest, in the applicant/provider identified in Section I.
6. Corporations with ownership or control interest in the applicant or provider must provide all corporate business addresses and the corporation Taxpayer Identification Number issued by the IRS. For verification, a legible copy of the IRS Form 941, Form 8109-C, Letter 147-C, or Form SS-4 (Confirmation Notification) must be included.

Section IV: Ownership Interest and/or Managing Control Information (Individuals)

1. Refer to Section III instructions and definitions.
2. "Person with an ownership or control interest" means a person that:
 - a. Has an ownership interest of 5 percent or more in an applicant or provider;
 - b. Has an indirect ownership interest equal to 5 percent;
 - c. Has a combination of direct and indirect ownership interest equal to 5 percent or more in an applicant or provider;
 - d. Owns an interest of 5 percent or more in any mortgage, deed of trust, note, or other obligation secured by the applicant or provider if that interest equals at least 5 percent of the value of the property or assets of the applicant or provider;
 - e. Is an officer or director of an applicant or provider that is organized as a corporation;
 - f. Is a partner in an applicant or provider that is organized as a partnership.
3. "Agent" means a person who has been delegated the authority to obligate or act on behalf of an applicant or provider.
4. "Managing employee" means a general manager, business manager, administrator, director, or other individual who exercises operational or managerial control over, or who directly or indirectly conducts the day-to-day operation of an applicant or provider. **All managing employees must be included in this section.**
5. List the National Provider Identifier (NPI) of each individual with ownership or control interest or **any** partnership interest, in the applicant/provider identified in Section I. In addition, **all** officers of the corporation, directors, agents and managing employees of the applicant/provider must be reported in this section.
6. Disclosure of social security number is mandatory. (See *Privacy Statement on page 21*)

Section V: Subcontractor Information and Significant Business Transactions

1. "Subcontractor" means an individual, agency, or organization:
 - a. To which an applicant or provider has contracted or delegated some of its management functions or responsibilities of providing healthcare services, equipment, or supplies to its patients.
 - b. With whom an applicant or provider has entered into a contract, agreement, purchase order, lease, or leases of real property, to obtain space, supplies, equipment, or services provided under the Medi-Cal Program.
2. "Significant business transaction" means any business transaction or series of transactions that involve health care services, goods, supplies, or merchandise related to the provision of services to Medi-Cal beneficiaries that, during any one fiscal year, exceed the lesser of \$25,000 or 5 percent of an applicant's or provider's total operating expenses.

3. "Wholly owned supplier" means a supplier whose total ownership interest is held by an applicant or provider or by a person, persons, or other entity with an ownership or control interest in an applicant or provider.

Section VI: Incontinence Supplies

1. Applicant or provider must check "Yes" or "No."
2. If "Yes," complete A–C.

Section VII: Pharmacy Applicants or Providers

All pharmacy applicants or providers must complete this Section.

Section VIII: Declaration and Signature Page

1. All applicants or providers must complete this Section.
2. Legal name of applicant/provider must match name listed on associated application package.
3. The signature must be an individual who is the sole proprietor, partner, corporate officer, or an official representative of a governmental entity or nonprofit organization who has the authority to legally bind the applicant or provider. **See Title 22, CCR Section 51000.30(a)(2)(B).**
4. An original signature is required. Stamped, faxed, and/or photocopied signatures are *not* acceptable.
5. Disclosure Statement must be notarized by a Notary Public except for those applicants and providers licensed pursuant to Business and Professions Code, Division 2, beginning with Section 500. For example: Physicians, Pharmacy providers, Chiropractors, Osteopaths, Certified Nurse Midwives and Nurse Practitioners do not need to notarize this form. Durable Medical Equipment (DME) providers, Prosthetics, Orthotics, Medical Transportation providers, etc., must notarize this form.

**FOR MORE INFORMATION, PLEASE VISIT THE MEDI-CAL WEBSITE (WWW.MEDI-CAL.CA.GOV)
AND CLICK THE "PROVIDER ENROLLMENT" LINK.**

MEDI-CAL DISCLOSURE STATEMENT

Do not leave any questions, boxes, lines, etc., blank. Check or enter N/A if not applicable to you.

I. APPLICANT/PROVIDER INFORMATION

A. Legal name of applicant/provider as reported to the IRS

Los Angeles County Office of Education

B. Legal name of applicant/provider as it appears on professional license

IF NOT APPLICABLE, CHECK THE BOX N/A

C. Existing provider number(s) (NPI) used at the address indicated in Item G below. N/A

1932314010

D. If applying as a rendering provider to a provider group, check here and proceed to Part I.
(marked with *asterisk on page 2)

E. Fictitious business name N/A

F. "Doing Business As" name N/A

G. Address where services are rendered or provided (number, street)	City	State	ZIP code (9-digit)
9300 Imperial Highway	Downey	CA	90242-2890

1. Does applicant/provider lease this location? Yes No

2. If YES, complete the following information regarding the Lessor and **enclose a copy of the current signed Lease Agreement**, including any sublease agreements entered into by the applicant provider at the business address on the Application.

a. Lessor name

b. Lessor address (number, street)	City	State	ZIP code (9-digit)
	Downey	CA	90242-2890

c. Lessor telephone number

d. Term of lease

e. Amount of lease

3. If no, does applicant/provider own this location? Yes No

4. If applicant/provider does not lease or own this location, explain below:

Do not leave any questions, boxes, lines, etc., blank.

I. APPLICANT/PROVIDER INFORMATION (Continued)

H. Type of Entity (must check one):

- | | | |
|---|---|---|
| <input type="checkbox"/> General Partnership
(Enclose Partnership Agreement) | <input type="checkbox"/> Limited Partnership
(Enclose Partnership Agreement) | <input type="checkbox"/> Limited Liability Partnership
(Enclose Partnership Agreement) |
| <input type="checkbox"/> Sole Proprietor
(Unincorporated) | <input type="checkbox"/> Limited Liability Company
State of formation: _____ | <input checked="" type="checkbox"/> Governmental |
| <input type="checkbox"/> Corporation (Enclose Articles of Incorporation and Statement of Information) | Corporate number: _____ State incorporated: _____ | |
| <input type="checkbox"/> Nonprofit:
Check one: | Check one: | |
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Charitable | |
| <input type="checkbox"/> Unincorporated Association | <input type="checkbox"/> Religious | |
| | <input type="checkbox"/> Other (specify): _____ | |

*I. List below fines/debts due and owing by applicant/provider to any federal, state, or local government that relate to Medicare, Medicaid and **all** other federal and state health care programs that have not been paid and what arrangements have been made to fulfill the obligation(s). **Submit copies of all documents** pertaining to the arrangements including terms and conditions. See California Code of Regulations, Title 22, Section 51000.50(a)(6). N/A

Fine/Debt	Agency	Date Issued	Date to be Paid in Full
\$			
\$			

J. List the name and address of all health care providers, participating or not participating in Medi-Cal, in which the applicant/provider, listed in Part A, also has an ownership or control interest. If none, check N/A. If additional space is needed, attach additional page (label "Additional Section I, Part J"). N/A

1. Full legal name of health care provider

2. Address (number, street)	City Downey	State CA	ZIP code (9-digit) 90242-2890
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K. Respond to the following questions:

- Within ten years of the date of this statement**, have you, the applicant/provider, been convicted of any felony or misdemeanor involving fraud or abuse in any government program?
If yes, provide the date of the conviction (mm/dd/yyyy): _____
- Within ten years of the date of this statement**, have you, the applicant/provider, been found liable for fraud or abuse involving a government program in any civil proceeding?
If yes, provide the date of the final judgment (mm/dd/yyyy): _____

- | | |
|------------------------------|--|
| <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |

Do not leave any questions, boxes, lines, etc., blank.

I. APPLICANT/PROVIDER INFORMATION (Continued)

3. **Within ten years of the date of this statement**, have you, the applicant/provider, entered into a settlement in lieu of conviction for fraud or abuse involving a government program? Yes No

If yes, provide the date of the settlement (mm/dd/yyyy): _____

4. Do you, the applicant/provider, currently participate or have you ever participated as a provider in the Medi-Cal program or in another state's Medicaid program? Yes No

If yes, provide the following information:

State	Name(s) (Legal and DBA)	NPI and/or Provider Number(s)
California	Los Angeles County Office of Education	1932314010

5. Have you, the applicant/provider, **ever** been suspended from a Medicare, Medicaid, or Medi-Cal program? Yes No

If yes, attach verification of reinstatement and provide the following information:

Check Applicable Program	NPI and/or Provider Number(s)	Effective Date(s) of Suspension	Date(s) of Reinstatement(s), as applicable
<input type="checkbox"/> Medi-Cal			
<input type="checkbox"/> Medicaid			
<input type="checkbox"/> Medicare			
<input type="checkbox"/> Medi-Cal			
<input type="checkbox"/> Medicaid			
<input type="checkbox"/> Medicare			

6. Has the individual license, certificate, or other approval to provide health care of the applicant/provider **ever** been suspended or revoked? Yes No

If yes, include copies of licensing authority's decision(s) and written confirmation(s) from them that your professional privileges have been restored and provide the following information:

Where Action(s) was Taken	Action(s) Taken	Effective Date(s) of Licensing Authority's Action(s)

Do not leave any questions, boxes, lines, etc., blank.

I. APPLICANT/PROVIDER INFORMATION *(Continued)*

7. Have you, the applicant/provider, **ever** lost or surrendered your license, certificate, or other approval to provide health care **while a disciplinary hearing was pending**? Yes No

If yes, attach a copy of the written confirmation from the licensing authority that your professional privileges have been restored and provide the following information:

Where Action(s) was Taken	Action(s) Taken	Effective Date(s) of Licensing Authority's Action(s)

8. Has the license, certificate, or other approval to provide health care of the applicant/provider **ever** been disciplined by any licensing authority? Yes No

If yes, include copies of licensing authority decision(s) including any terms and conditions for each decision and provide the following information:

Where Action(s) was Taken	Action(s) Taken	Effective Date(s) of Licensing Authority's Action(s)

- If you, the applicant/provider, are an unincorporated sole-proprietor or an individual rendering provider adding to a group, proceed to Section II.

OR

- If you, the applicant/provider, are a partnership, corporation, governmental entity, or nonprofit organization, proceed to Section III.

Do not leave any questions, boxes, lines, etc., blank.

II. UNINCORPORATED SOLE-PROPRIETOR OR INDIVIDUAL RENDERING PROVIDER ADDING TO A GROUP

A. Full legal name (Last) (Jr., Sr., etc.) (First) (Middle)

B. Residence address (number, street)	City	State	ZIP code (9-digit)
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C. Social security number (*required*)

D. Date of birth

E. Driver's license number or state-issued identification number (*Attach a current and legible copy*)

- If you, the applicant/provider, are an unincorporated sole-proprietor, proceed to Section V.

OR

- If you, the applicant/provider, are a rendering provider adding to a group, proceed to Section VIII.

Do not leave any questions, boxes, lines, etc., blank.

III. OWNERSHIP INTEREST AND/OR MANAGING CONTROL INFORMATION (ENTITIES)

A. In the table below, list all corporations, unincorporated associations, partnerships, or similar entities having 5% or more (direct or indirect) ownership or control interest, or **any** partnership interest, in the applicant/provider identified in Section I. **Attach a separate Section III, Part B and C for each entity listed below.** Number of pages attached: _____

Check here if this section does not apply and proceed to Section IV.

	Entity Legal Business Name	Percent (%) of Ownership or Control	NPI Number (If Applicable)
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			
15.			
16.			
17.			
18.			
19.			
20.			

Do not leave any questions, boxes, lines, etc., blank.

III. OWNERSHIP INTEREST AND/OR MANAGING CONTROL INFORMATION (ENTITIES) (Cont.)

B. Entity with (Direct or Indirect) Ownership Interest and/or Managing Control – Identification Information.

1. Legal business name

2. Doing Business As (DBA) name (if applicable) N/A

3. Primary Business Address (number, street)	City	State	ZIP code (9-digit)
--	------	-------	--------------------

* If this entity is a corporation, attach a list of **ALL** business location addresses and P. O. Box addresses of the corporation.

4. If this entity is a corporation, list the Taxpayer Identification Number issued by the IRS and attach a legible copy of the IRS form.

5. Check all that apply:

5% or more ownership interest

Managing control

Partner

Other (specify): _____

6. Effective date of **ownership** (mm/dd/yyyy)

7. Effective date of **control** (mm/dd/yyyy)

C. Respond to the following questions:

- Within ten years from the date of this statement**, has this entity been convicted of any felony or misdemeanor involving fraud or abuse in any government program? Yes No
If yes, provide the date of the conviction (mm/dd/yyyy): _____
- Within ten years from the date of this statement**, has this entity been found liable for fraud or abuse involving any government program in any civil proceeding? Yes No
If yes, provide the date of the final judgment (mm/dd/yyyy): _____
- Within ten years from the date of this statement**, has this entity entered into a settlement in lieu of a conviction for fraud or abuse involving any government program? Yes No
If yes, provide the date of the settlement (mm/dd/yyyy): _____

Do not leave any questions, boxes, lines, etc., blank.

III. OWNERSHIP INTEREST AND/OR MANAGING CONTROL INFORMATION (ENTITIES) (Cont.)

Name of entity listed in Section III, Part B, Item 1

4. Does this entity currently participate, or has this entity ever participated, as a provider in the Medi-Cal program or in another state's Medicaid program? If yes, provide the following information: Yes No

State	Name(s) (Legal and DBA)	NPI and/or Provider Number(s)

5. Has this entity **ever** been suspended from a Medicare, Medicaid, or Medi-Cal program? Yes No
If yes, attach verification of reinstatement and provide the following information:

Check Applicable Program	NPI and/or Provider Number(s)	Effective Date(s) of Suspension	Date(s) of Reinstatement(s), as applicable
<input type="checkbox"/> Medi-Cal			
<input type="checkbox"/> Medicaid			
<input type="checkbox"/> Medicare			
<input type="checkbox"/> Medi-Cal			
<input type="checkbox"/> Medicaid			
<input type="checkbox"/> Medicare			

6. List the name and address of all health care providers, participating or not participating in Medi-Cal, in which this entity also has an ownership or control interest. **If none, check here**
If additional space is needed, attach additional page (label "Additional Section III, Part C, Item 6"). Number of pages attached: _____

a. Full legal name of health care provider (include any fictitious business names)

b. Address (number, street)	City	State	ZIP code (9-digit)

Do not leave any questions, boxes, lines, etc., blank.

IV. OWNERSHIP INTEREST AND/OR MANAGING CONTROL INFORMATION (INDIVIDUALS)

A. In the table below, list any individual that has 5% or more (direct or indirect) ownership or control interest or **any** partnership interest, in the applicant/provider identified in Section I. In addition, **all** officers of the corporation, directors, agents and managing employees of the applicant/provider must be reported in this section. **Attach a separate Section IV, Part B and C for each individual listed below.** Number of pages attached: _____

	Individual Name	Percent (%) of Ownership or Control	NPI Number (If Applicable)
1.	N/A		
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			
15.			
16.			
17.			
18.			
19.			
20.			

Do not leave any questions, boxes, lines, etc., blank.

IV. OWNERSHIP INTEREST AND/OR MANAGING CONTROL INFORMATION (INDIV.) (Continued)

B. Identification Information – for Individuals with Ownership or Control Interest, Officers, Directors, Managing Employees, Partners and/or Agents of the Partnership, Group Association, Corporation, Institution or Entity.

1. Full legal name (Last) (Jr., Sr., etc.) (First) (Middle)

2. Residence address (number, street) City State ZIP code (9-digit)

3. Social security number (required) 4. Date of birth 5. Driver's license number or state-issued identification number (Attach a current and legible copy)

6. Is the above individual related to any individual listed in Section IV, Table A (Page 9)? If yes, check the appropriate box and list name of individual: Yes No

Spouse Parent Child Sibling Other (explain): _____

Name of individual: _____

7. If the above individual is **directly** associated with the entity identified in Section I, what is the individual's relationship with the applicant/provider? Check all that apply.

5% or greater owner Partner Managing employee Agent

Director/officer, title: _____ Other (specify): _____

8. If the above individual is **directly** associated with an entity identified in Section III, indicate the name of that entity in the space below:

a. Legal business name of entity as listed in Section III, Part A

b. What is this individual's role with the entity reported in Section III? Check all that apply.

5% or greater owner Partner Managing employee Agent

Director/officer, title: _____ Other (specify): _____

C. Respond to the following questions:

1. **Within ten years from the date of this statement**, has the above individual been convicted of any felony or misdemeanor involving fraud or abuse in any government program? Yes No

If yes, provide the date of the conviction (mm/dd/yyyy): _____

2. **Within ten years from the date of this statement**, has the above individual been found liable for fraud or abuse involving any government program in any civil proceeding? Yes No

If yes, provide the date of the final judgment (mm/dd/yyyy): _____

Do not leave any questions, boxes, lines, etc., blank.

IV. OWNERSHIP INTEREST AND/OR MANAGING CONTROL INFORMATION (INDIV.) (Continued)

Name of individual listed in Section IV, Part B, Item 1: _____

3. **Within ten years from the date of this statement**, has the above individual entered into a settlement in lieu of a conviction for fraud or abuse involving any government program? Yes No

If yes, provide the date of the settlement (mm/dd/yyyy): _____

4. Does the above individual currently participate, or has he or she ever participated, as a provider in the Medi-Cal program or in another state's Medicaid program? If yes, provide the following information: Yes No

State	Name(s) (Legal and DBA)	NPI and/or Provider Number(s)

5. Has the above individual **ever** been suspended from a Medicare, Medicaid, or Medi-Cal program? If yes, attach verification of reinstatement and provide the following information: Yes No

Check Applicable Program	NPI and/or Provider Number(s)	Effective Date(s) of Suspension	Date(s) of Reinstatement(s), as applicable
<input type="checkbox"/> Medi-Cal <input type="checkbox"/> Medicaid <input type="checkbox"/> Medicare			
<input type="checkbox"/> Medi-Cal <input type="checkbox"/> Medicaid <input type="checkbox"/> Medicare			

6. Has the above individual's license, certificate, or other approval to provide health care **ever** been suspended or revoked? Yes No

If yes, include copies of licensing authority's decision(s) and written confirmation from them that his or her professional privileges have been restored and provide the following information:

Where Action(s) was Taken	Action(s) Taken	Effective Date(s) of Licensing Authority's Action(s)

Do not leave any questions, boxes, lines, etc., blank.

IV. OWNERSHIP INTEREST AND/OR MANAGING CONTROL INFORMATION (INDIV.) *(Continued)*

Name of individual listed in Section IV, Part B, Item 1: _____

7. Has the above individual otherwise lost or surrendered his or her license, certificate, or other approval to provide health care while a disciplinary hearing was pending? Yes No

If yes, attach a copy of the written confirmation from the licensing authority that his or her professional privileges have been restored and provide the following information:

Where Action(s) was Taken	Action(s) Taken	Effective Date(s) of Licensing Authority's Action(s)

8. Has the above individual's license, certificate, or other approval to provide health care **ever** been disciplined by any licensing authority? Yes No

If yes, include copies of licensing authority decision(s) including any terms and conditions for each decision and provide the following information:

Where Action(s) was Taken	Action(s) Taken	Effective Date(s) of Licensing Authority's Action(s)

9. List the name and address of all health care providers, participating or not participating in Medi-Cal, in which the above individual also has an ownership or control interest.

If none, check here

If additional space is needed, attach additional page (label "Additional Section IV, Part C, Item 9"). Number of pages attached: _____

a. Full legal name of health care provider (include any fictitious business names)

b. Address (number, street)	City	State	ZIP code (9-digit)

- Proceed to Section V.

Do not leave any questions, boxes, lines, etc., blank.

V. SUBCONTRACTOR INFORMATION AND SIGNIFICANT BUSINESS TRANSACTIONS

A. Does the applicant/provider (as named in Section I, Part A on Page One of this form) have direct or indirect ownership of 5 percent or more in any of its subcontractors that provide healthcare services or goods? Yes No

Do any of the entities named in Section III, Part A on Page Six of this form have direct or indirect ownership of 5 percent or more in any of the applicant provider's subcontractors that provide healthcare services or goods? Yes No

Do any of the individuals named in Section IV, Part A on Page Nine of this form have direct or indirect ownership of 5 percent or more in any of the applicant provider's subcontractors that provide healthcare services or goods? Yes No

If you answered NO to ALL of the above, please proceed to Section V, Part C on Page 15.

If you answered YES to ANY of the above, please complete the following information about the subcontractor and attach a copy of any written agreement(s) that you have with the subcontractor that relate to its functions/responsibilities.

1. Subcontractor's full legal name		2. Subcontractor's phone number	
3. Subcontractor's address (number, street)	City	State	ZIP code (9-digit)
4. Subcontractor's federal employer identification number (if applicable)		5. Subcontractor's corporation number (if applicable)	
5. If there is more than one subcontractor, provide a separate sheet with all required information (label "Additional Section V, Part A"). <input type="checkbox"/> Check here if additional sheet(s) is attached. Number of pages attached: _____			

Do not leave any questions, boxes, lines, etc., blank.

V. SUBCONTRACTOR INFORMATION AND SIGNIFICANT BUSINESS TRANSACTIONS (Cont.)

B. List the following information for any person or entity, other than the applicant/provider, with 5 percent or more ownership and/or control interest in any **subcontractor** listed in Part A. If there is more than one subcontractor, provide a separate sheet with all required information (label "Additional Section V, Part B").

Check here if additional sheet(s) is attached. Number of pages attached: _____

Name of Subcontractor in Part A _____

1. Full legal name of person or entity with ownership or control interest in the Subcontractor		Phone number	
Address (number, street)	City	State	ZIP code (9-digit)

What is this individual's role with the subcontractor reported in Part A? Check all that apply.
 5% or greater owner – Percent of ownership: _____ Partner Managing employee

Director/officer, title: _____ Other (specify): _____

Is the above individual related to any individual listed in Section IV, Table A (Page 9)? Yes No

If yes, check the appropriate box and list the name of the related individual.

Spouse Parent Child Sibling Other (explain): _____

Name of related individual: _____

2. Full legal name of person or entity with ownership or control interest in the Subcontractor		Phone number	
Address (number, street)	City	State	ZIP code (9-digit)

What is this individual's role with the subcontractor reported in Part A? Check all that apply.
 5% or greater owner – Percent of ownership: _____ Partner Managing employee

Director/officer, title: _____ Other (specify): _____

Is the above individual related to any individual listed in Section IV, Table A (Page 9)? Yes No

If yes, check the appropriate box and list the name of the related individual.

Spouse Parent Child Sibling Other (explain): _____

Name of related individual: _____

Do not leave any questions, boxes, lines, etc., blank.

V. SUBCONTRACTOR INFORMATION AND SIGNIFICANT BUSINESS TRANSACTIONS (Cont.)

Name of Subcontractor in Part A

3. Full legal name of person or entity with ownership or control interest in the Subcontractor			Phone number	
Address (number, street)		City	State	ZIP code (9-digit)

What is this individual's role with the subcontractor reported in Part A? Check all that apply.
 5% or greater owner – Percent of ownership: _____ Partner Managing employee
 Director/officer, title: _____ Other (specify): _____
 Is the above individual related to any individual listed in Section IV, Table A (Page 9)? Yes No
 If yes, check the appropriate box and list the name of the related individual.
 Spouse Parent Child Sibling Other (explain): _____

4. Full legal name of person or entity with ownership or control interest in the Subcontractor			Phone number	
Address (number, street)		City	State	ZIP code (9-digit)

What is this individual's role with the subcontractor reported in Part A? Check all that apply.
 5% or greater owner – Percent of ownership: _____ Partner Managing employee
 Director/officer, title: _____ Other (specify): _____
 Is the above individual related to any individual listed in Section IV, Table A (Page 9)? Yes No
 If yes, check the appropriate box and list the name of the related individual.
 Spouse Parent Child Sibling Other (explain): _____
 Name of related individual: _____

C. Has the applicant/provider had any significant business transactions with any wholly owned supplier or with any subcontractor (not listed on Part A) during the 5-year period immediately preceding the date of this Application? Yes No

“Significant business transaction” means any business transaction or series of transactions that involve health care services, goods, supplies, or merchandise related to the provision of services to Medi-Cal beneficiaries that, during any one fiscal year, exceed the lesser of \$25,000 or 5 percent of an applicant’s or provider’s total operating expenses.

“Wholly owned supplier” means a supplier whose total ownership interest is held by an applicant or provider or by a person, persons, or other entity with an ownership or control interest in an applicant or provider.

Do not leave any questions, boxes, lines, etc., blank.

V. SUBCONTRACTOR INFORMATION AND SIGNIFICANT BUSINESS TRANSACTIONS (Cont.)

"Subcontractor" means an individual, agency, or organization: (a) To which an applicant or provider has contracted or delegated some of its management functions or responsibilities of providing healthcare services, equipment or supplies to its patients. (b) With whom an applicant or provider has entered into a contract, agreement, purchase order, lease, or leases of real property, to obtain space, supplies, equipment, or services provided under the Medi-Cal Program.

If **No**, please proceed to Section V, Part D.

If **Yes**, complete the following information about the supplier or subcontractor:

1. Subcontractor's or supplier's full legal name		2. Subcontractor's or supplier's phone number	
3. Subcontractor's or supplier's address (number, street)	City	State	ZIP code (9-digit)

4. Describe the transaction(s):

If there is more than one subcontractor or supplier, provide a separate sheet with all required information (label "Additional Section V, Part C").

Check here if additional sheet(s) is attached. Number of pages attached: _____

D. List the name and address of each person(s) with an **ownership or control interest** in any subcontractor (listed in Part C) with whom the applicant or provider has had business transaction involving health care services, goods, supplies or merchandise related to the provision of services to a Medi-Cal beneficiary that total more than \$25,000 during the 12-month period immediately preceding the date of the Application, or immediately preceding the date on the Department's request for such information. If there is more than one subcontractor, provide a separate sheet with all required information. (label "Additional Section V, Part D").

Check here if no subcontractors listed in Part C or applicant/provider has had no business transactions with subcontractors involving health care services, goods, supplies or merchandise related to the provision of services to a Medi-Cal beneficiary that total more than \$25,000 during the 12-month period immediately preceding the date of the Application, or immediately preceding the date on the Department's request for such information. **Proceed to Section VI.**

Check here if additional sheet(s) is attached. Number of pages attached: _____

Name of Subcontractor in Part C

1. Full legal name of person or entity with ownership or control interest		Phone number	
Address (number, street)	City	State	ZIP code (9-digit)

Do not leave any questions, boxes, lines, etc., blank.

V. SUBCONTRACTOR INFORMATION AND SIGNIFICANT BUSINESS TRANSACTIONS (Cont.)

Name of Subcontractor in Part C

2. Full legal name of person or entity with ownership or control interest			Phone number	
Address (number, street)	City	State	ZIP code (9-digit)	
3. Full legal name of person or entity with ownership or control interest			Phone number	
Address (number, street)	City	State	ZIP code (9-digit)	
4. Full legal name of person or entity with ownership or control interest			Phone number	
Address (number, street)	City	State	ZIP code (9-digit)	

- Proceed to Section VI.

Do not leave any questions, boxes, lines, etc., blank.

VI. INCONTINENCE SUPPLIES

Does the applicant/provider intend to sell or currently sell incontinence medical supplies? Yes No

If No, Pharmacy applicants/providers proceed to Section VII. All other applicants/providers proceed to Section VIII.

If Yes, provide the following information:

A. List the names and addresses of all current sources of capital, as defined in CCR, Title 22, Section 51000.5.

If there is more than one source of capital, provide a separate sheet with all required information (label "Additional Section VI, Part A").

N/A

Check here if additional sheet(s) is attached. Number of pages attached: _____

Full legal name of person or entity with ownership or control interest

Address (number, street)	City	State	ZIP code (9-digit)
--------------------------	------	-------	--------------------

B. List all manufacturers, suppliers, and other providers with whom the applicant/provider has any type of business relationship relative to the goods and services provided to Medi-Cal beneficiaries.

If there is more than one, provide a separate sheet with all required information (label "Additional Section VI, Part B").

N/A

Check here if additional sheet(s) is attached. Number of pages attached: _____

Full legal name of person or entity with ownership or control interest

Address (number, street)	City	State	ZIP code (9-digit)
--------------------------	------	-------	--------------------

C. List all persons or entities to which the applicant/provider has extended a line of credit, as defined in CCR, Title 22, Section 51000.10, of \$5,000 or more.

If there is more than one, provide a separate sheet with all required information (label "Additional Section VI, Part C").

N/A

Check here if additional sheet(s) is attached. Number of pages attached: _____

Full legal name of person or entity

Address (number, street)	City	State	ZIP code (9-digit)
--------------------------	------	-------	--------------------

- Pharmacy applicants/providers proceed to Section VII.
- All other applicants/providers proceed to Section VIII.

Do not leave any questions, boxes, lines, etc., blank.

VII. PHARMACY APPLICANTS OR PROVIDERS

A. Has the individual license, certificate, or other approval to provide health care, of the **Pharmacist-in-Charge**, ever been suspended or revoked? Yes No

If yes, include copies of licensing authority decision(s) and written confirmation from them that his or her professional privileges have been restored and provide the following information:

Where Action(s) was Taken	Action(s) Taken	Effective Date(s) of Licensing Authority's Action(s)

B. Has the individual license, certificate, or other approval to provide health care, of the **Pharmacist-in-Charge**, ever been lost, or surrendered while a disciplinary hearing on his or her license was pending? Yes No

If yes, attach a copy of the written confirmation from the licensing authority that professional privileges have been restored and provide the following information:

Where Action(s) was Taken	Action(s) Taken	Effective Date(s) of Licensing Authority's Action(s)

C. Has any licensing authority ever disciplined the Board of Pharmacy License of the **Pharmacist-in-Charge**? Yes No

If yes, include copies of licensing authority decision(s) including any terms and conditions and provide the following information:

Where Action(s) was Taken	Action(s) Taken	Effective Date(s) of Licensing Authority's Action(s)


- Proceed to Section VIII.

Do not leave any questions, boxes, lines, etc., blank.

VIII. DECLARATION AND SIGNATURE PAGE

I declare under penalty of perjury under the laws of the State of California that the foregoing information in this document and any attachments is true, accurate, and complete to the best of my knowledge and belief.

I declare that I have the authority to legally bind the applicant or provider pursuant to Title 22, CCR Section 51000.30(a)(2)(B).

-
1. Printed legal name of applicant/provider
Los Angeles County Office of Education
-
2. Printed name of person signing this declaration with authority to legally bind the applicant or provider (if an entity or business name is listed in Item above)
Patricia Smith
-
3. Original signature of the applicant, provider or the person with authority to legally bind the applicant or provider (in ink)

-
4. Title of person signing this declaration
Chief Financial Officer
-
5. Executed at: Downey, CA on Mar 4, 2020
(City) (State) (Date)

6. Notary Public:

Applicants and providers licensed pursuant to Division 2 (commencing with Section 500) of the Business and Professions Code, the Osteopathic Initiative Act, or the Chiropractic Initiative Act **ARE NOT REQUIRED** to have this form notarized. If notarization is required, the Certificate of Acknowledgement signed by the Notary Public must be in the form specified in Section 1189 of the Civil Code.

Do not leave any questions, boxes, lines, etc., blank.

PRIVACY STATEMENT
(Civil Code Section 1798 et seq.)

All information requested on the Application, the disclosure statement, and the provider agreement is mandatory. This information is required by the California Department of Health Care Services and any other California State Departments that are delegated responsibility to administer the Medi-Cal program, by the authority of the Welfare and Institutions Code, Sections 14043 - 14043.75, the California Code of Regulations, Title 22, Sections 51000 – 51451 and the Code of Federal Regulations, Title 42, Part 455. The consequences of not supplying the mandatory information requested are denial of enrollment as a Medi-Cal provider or denial of continued enrollment as a provider and deactivation of all provider numbers used by the provider to obtain reimbursement from the Medi-Cal program. Some or all of this information may also be provided to the California State Controller's Office, the California Department of Justice, the California Department of Consumer Affairs, the California Department of Corporations, the California Franchise Tax Board or other California 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, or as required or permitted by law. For more information or access to records containing your personal information maintained by this agency, contact the Provider Enrollment Division at (916) 323-1945.

Do not leave any questions, boxes, lines, etc., blank.

ATTACHMENT B
SECURITY CONTROLS

I. Personnel Controls

- A. *Employee Training.*** All workforce members who assist in the performance of functions or activities on behalf of DHCS, or access or disclose DHCS protected health information (PHI) or personal information (PI) must complete information privacy and security training, at least annually, at Business Associate's expense. Each workforce member who receives information privacy and security training must sign a certification, indicating the member's name and the date on which the training was completed. These certifications must be retained for a period of six (6) years following contract termination.
- B. *Employee Discipline.*** Appropriate sanctions must be applied against workforce members who fail to comply with privacy policies and procedures or any provisions of these requirements, including termination of employment where appropriate.
- C. *Confidentiality Statement.*** All persons that will be working with DHCS PHI or PI must sign a confidentiality statement that includes, at a minimum, General Use, Security and Privacy Safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the workforce member prior to access to DHCS PHI or PI. The statement must be renewed annually. The User shall retain each person's written confidentiality statement for DHCS inspection for a period of six (6) years following contract termination.
- D. *Background Check.*** Before a member of the workforce may access DHCS PHI or PI, a background screening of that worker must be conducted. The screening should be commensurate with the risk and magnitude of harm the employee could cause, with more thorough screening being done for those employees who are authorized to bypass significant technical and operational security controls. The User shall retain each workforce member's background check documentation for a period of three (3) years following contract termination.

II. Technical Security Controls

- A. *Workstation/Laptop encryption.*** All workstations and laptops that process and/or store DHCS PHI or PI must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as Advanced Encryption Standard (AES). The encryption solution must be full disk unless approved by the DHCS Information Security Office
- B. *Server Security.*** Servers containing unencrypted DHCS PHI or PI must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.
- C. *Minimum Necessary.*** Only the minimum necessary amount of DHCS PHI or PI required to perform necessary business functions may be copied, downloaded, or exported.

ATTACHMENT B

SECURITY CONTROLS

- D. **Removable media devices.** All electronic files that contain DHCS PHI or PI data must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives, floppies, CD/DVD, smartphones, backup tapes etc.). Encryption must be a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES.
- E. **Antivirus software.** All work force members who are responsible for workstations, laptops and other systems that process and/or store DHCS PHI or PI must install and actively use comprehensive anti-virus software solution with automatic updates scheduled at least daily.
- F. **Patch Management.** All workforce members who are responsible for workstations, laptops and other systems that process and/or store DHCS PHI or PI must apply critical security patches, with system reboot if necessary. There must be a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within 30 days of vendor release. Applications and systems that cannot be patched due to operational reasons must have compensatory controls implemented to minimize risk, where possible.
- G. **User IDs and Password Controls.** All users must be issued a unique user name for accessing DHCS PHI or PI. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password, at maximum within 24 hours. Passwords are not to be shared. Passwords must be at least eight characters and must be a non-dictionary word. Passwords must not be stored in readable format on the computer. Passwords must be changed every 90 days, preferably every 60 days. Passwords must be changed if revealed or compromised. Passwords must be composed of characters from at least three of the following four groups from the standard keyboard:
- Upper case letters (A-Z)
 - Lower case letters (a-z)
 - Arabic numerals (0-9)
 - Non-alphanumeric characters (punctuation symbols)
- H. **Data Destruction.** When no longer needed, all DHCS PHI or PI must be cleared, purged, or destroyed consistent with NIST Special Publication 800-88, Guidelines for Media Sanitization such that the PHI or PI cannot be retrieved.
- I. **System Timeout.** The system providing access to DHCS PHI or PI must provide an automatic timeout, requiring re-authentication of the user session after no more than 20 minutes of inactivity.
- J. **Warning Banners.** All systems providing access to DHCS PHI or PI must display a warning banner stating that data is confidential, systems are logged, and system use is for business purposes only by authorized users. User must be directed to log off the system if they do not agree with these requirements.

ATTACHMENT B

SECURITY CONTROLS

- K. **System Logging.** The system must maintain an automated audit trail which can identify the user or system process which initiates a request for DHCS PHI or PI, or which alters DHCS PHI or PI. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users. If DHCS PHI or PI is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least 3 years after occurrence.
- L. **Access Controls.** The system providing access to DHCS PHI or PI must use role based access controls for all user authentications, enforcing the principle of least privilege.
- M. **Transmission encryption.** All data transmissions of DHCS PHI or PI outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES. Encryption can be end to end at the network level, or the data files containing PHI can be encrypted. This requirement pertains to any type of PHI or PI in motion such as website access, file transfer, and E-Mail.
- N. **Intrusion Detection.** All systems involved in accessing, holding, transporting, and protecting DHCS PHI or PI that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

III. Audit Controls

- A. **System Security Review.** Contractor must ensure audit control mechanisms that record and examine system activity are in place. All systems processing and/or storing DHCS PHI or PI must have at least an annual system risk assessment/security review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews should include vulnerability scanning tools.
- B. **Log Reviews.** All systems processing and/or storing DHCS PHI or PI must have a routine procedure in place to review system logs for unauthorized access.
- C. **Change Control.** All systems processing and/or storing DHCS PHI or PI must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.

ATTACHMENT B

SECURITY CONTROLS

IV. Business Continuity / Disaster Recovery Controls

- A. **Emergency Mode Operation Plan.** Contractor must establish a documented plan to enable continuation of critical business processes and protection of the security of electronic DHCS PHI or PI in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this Agreement for more than 24 hours.
- B. **Data Backup Plan.** Contractor must have established documented procedures to backup DHCS PHI to maintain retrievable exact copies of DHCS PHI or PI. The plan must include a regular schedule for making backups, storing backups offsite, an inventory of backup media, and an estimate of the amount of time needed to restore DHCS PHI or PI should it be lost. At a minimum, the schedule must be a weekly full backup and monthly offsite storage of DHCS data.

V. Paper Document Controls

- A. **Supervision of Data.** DHCS PHI or PI in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information is not being observed by an employee authorized to access the information. DHCS PHI or PI in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.
- B. **Escorting Visitors.** Visitors to areas where DHCS PHI or PI is contained shall be escorted and DHCS PHI or PI shall be kept out of sight while visitors are in the area.
- C. **Confidential Destruction.** DHCS PHI or PI must be disposed of through confidential means, such as cross cut shredding and pulverizing.
- D. **Removal of Data.** DHCS PHI or PI must not be removed from the premises of the Contractor except with express written permission of DHCS.
- E. **Faxing.** Faxes containing DHCS PHI or PI shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending the fax.
- F. **Mailing.** Mailings of DHCS PHI or PI shall be sealed and secured from damage or inappropriate viewing of PHI or PI to the extent possible. Mailings which include 500 or more individually identifiable records of DHCS PHI or PI in a single package shall be sent using a tracked mailing method which includes verification of delivery and receipt, unless the prior written permission of DHCS to use another method is obtained.

ATTACHMENT C
NOTIFICATION OF BREACH

A. Definitions

1. Breach shall have the meaning given to such term under HIPAA, the HITECH Act, the HIPAA regulations and the Final Omnibus Rule.
2. Electronic Health Record shall have the meaning given to such term in the HITECH Act, including, but not limited to, 42 U.S.C section 17921 and implementing regulations.
3. Electronic Protected Health Information (ePHI) means individually identifiable health information transmitted by electronic media or maintained in electronic media, as set forth in 45 CFR section 160.103.
4. Individually Identifiable Health Information means health information, including demographic information collected from an individual, that is created or received by a health care provider, health plan, employer or health care clearinghouse, and relates to the past, present or future physical or mental health or condition of an individual, the provision of health care to an individual, or the past, present, or future payment for the provision of health care to an individual, that identifies the individual or where there is a reasonable basis to believe the information can be used to identify the individual, as set forth under 45 CFR section 160.103.
5. Privacy Rule shall mean the HIPAA Regulations that are found at 45 CFR Parts 160 and 164, Subparts A, D and E.
6. Personal Information shall have the meaning given to such term in Civil Code section 1798.29.
7. Protected Health Information means individually identifiable health information that is transmitted by electronic media, maintained in electronic media, or is transmitted or maintained in any other form or medium, as set forth in 45 CFR section 160.103.
8. Required by law, as set forth in 45 CFR section 164.103, means a mandate contained in law that compels an entity to make a use or disclosure of PHI that is enforceable in a court of law. This includes, but is not limited to, court orders and court-ordered warrants, subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or an administrative body authorized to require the production of information, and a civil or an authorized investigative demand. It also includes Medicare conditions of participation with respect to health care providers participating in the program, and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing public benefits.

9. Security Incident means the attempted or successful unauthorized access, use, disclosure, modification, loss or destruction of PHI or PI, or confidential data that is essential to the ongoing operation of the User's organization and intended for internal use; or interference with system operations in an information system.
10. Secretary means the Secretary of the U.S. Department of Health and Human Services (HHS) or the Secretary's designee.
11. Security Rule shall mean the HIPAA regulations that are found at 45 CFR Part 164, Subparts A and C.
12. Unsecured PHI shall have the meaning given to such term under the HITECH Act, 42 U.S.C. section 17932(h), any guidance issued pursuant to such Act, the HIPAA regulations and the Final Omnibus Act.

B. Breaches and Security Incidents:

1. **Notice to DHCS.** (1) To notify DHCS **immediately** upon the discovery of a suspected security incident that involves data provided to DHCS by the Social Security Administration. This notification will be **by telephone call plus email or fax** upon the discovery of the breach. (2) To notify DHCS **within 24 hours by email or fax** of the discovery of unsecured PHI or PI in electronic media or in any other media if the PHI or PI was, or is reasonably believed to have been, accessed or acquired by an unauthorized person, any suspected security incident, intrusion or unauthorized access, use or disclosure of PHI or PI in violation of this Agreement and this Addendum, or potential loss of confidential data affecting this Agreement. A breach shall be treated as discovered by Business Associate as of the first day on which the breach is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the breach) who is an employee, officer or other agent of Business Associate.

Notice shall be provided to the DHCS Program Contract Manager, the DHCS Privacy Officer and the DHCS Information Security Officer. If the incident occurs after business hours or on a weekend or holiday and involves data provided to DHCS by the Social Security Administration, notice shall be provided by calling the DHCS EITS Service Desk. Notice shall be made using the "DHCS Privacy Incident Report" form, including all information known at the time. Business Associate shall use the most current version of this form, which is posted on the DHCS Privacy Office website (www.dhcs.ca.gov, then select "Privacy" in the left column and then "Business Use" near the middle of the page) or use this link:

<http://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/DHCSBusinessAssociatesOnly.aspx>

Upon discovery of a breach or suspected security incident, intrusion or unauthorized access, use or disclosure of PHI or PI, Business Associate shall take:

- a. Prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment; and

- b. Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.
2. **Investigation and Investigation Report.** To immediately investigate such security incident, breach, or unauthorized access, use or disclosure of PHI or PI. Within 72 hours of the discovery, User shall submit an updated "DHCS Privacy Incident Report" containing the information marked with an asterisk and all other applicable information listed on the form, to the extent known at that time, to the DHCS Program Contract Manager, the DHCS Privacy Officer, and the DHCS Information Security Officer.
 3. **Complete Report.** To provide a complete report of the investigation to the DHCS Program Contract Manager, the DHCS Privacy Officer, and the DHCS Information Security Officer within ten (10) working days of the discovery of the breach or unauthorized use or disclosure. If all of the required information was not included in either the initial report, or the Investigation Report, then a separate Complete Report must be submitted. The report shall be submitted on the "DHCS Privacy Incident Report" form and shall include a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure. If DHCS requests information in addition to that listed on the "DHCS Privacy Incident Report" form, User shall make reasonable efforts to provide DHCS with such information. If necessary, a Supplemental Report may be used to submit revised or additional information after the completed report is submitted, by submitting the revised or additional information on an updated "DHCS Privacy Incident Report" form.
 4. **Notification of Individuals.** If the cause of a breach of PHI or PI is attributable to User or its subcontractors, agents or vendors, User shall notify individuals of the breach or unauthorized use or disclosure when notification is required under state or federal law and shall pay any costs of such notifications, as well as any costs associated with the breach. The notifications shall comply with the requirements set forth in 42 U.S.C. section 17932 and its implementing regulations, including, but not limited to, the requirement that the notifications be made without unreasonable delay and in no event later than 60 calendar days. The DHCS Program Contract Manager, the DHCS Privacy Officer, and the DHCS Information Security Officer shall approve the time, manner and content of any such notifications and their review and approval must be obtained before the notifications are made.
 5. **Responsibility for Reporting of Breaches.** If the cause of a breach of PHI or PI is attributable to User or its agents, subcontractors or vendors, and User is a Covered Entity as defined under HIPAA and the HIPAA regulations, User is responsible for all required reporting of the breach as specified in 42 U.S.C. section 17932 and its implementing regulations, including notification to media outlets and to the Secretary. If a breach of unsecured PHI involves more than 500 residents of the State of California or jurisdiction, User shall notify the Secretary of the breach immediately upon discovery of the breach. If User has reason to believe that duplicate reporting of the same breach or incident may occur because its subcontractors, agents or vendors may report the breach or incident to DHCS in addition to User, User shall notify DHCS, and DHCS and User may take appropriate action to prevent duplicate reporting. The breach reporting requirements of this paragraph are in addition to the reporting requirements set forth in subsection 1, above.

6. **Contact Information.** To direct communications to the above referenced staff, the User shall initiate contact as indicated herein. The parties reserve the right to make changes to the contact information below by giving written notice to the User. Said changes shall not require an amendment to this Addendum or the Agreement to which it is incorporated.

DHCS Program Point of Contact	DHCS Privacy Officer	DHCS Information Security Officer
See the Data Use Agreement for Program Point of Contact information	Privacy Officer c/o: Office of HIPAA Compliance Department of Health Care Services P.O. Box 997413, MS 4722 Sacramento, CA 95899-7413 Email: privacyofficer@dhcs.ca.gov Fax: (916) 440-7680 Telephone: (916) 445-4646	Information Security Officer DHCS Information Security Office P.O. Box 997413, MS 6400 Sacramento, CA 95899-7413 Email: iso@dhcs.ca.gov Fax: (916) 440-5537 Telephone: ITSD Service Desk (916) 440-7000 or (800) 579-0874

ATTACHMENT D
DEPARTMENT OF HEALTH CARE SERVICES
CERTIFICATE OF DESTRUCTION OF CONFIDENTIAL DATA

I, Phillip A. Downing (Name of Custodian), hereby certify the following to be true and correct:

- I. I am employed or contracted by Los Angeles County Office of Education (Name of User) as a(n) Business Advisory Services Coordinator (occupation/description).
- II. Pursuant to the attached Data Use Agreement (DUA) between the DEPARTMENT OF HEALTH CARE SERVICES (DHCS) and Los Angeles County Office of Education (Name of User), I received and acted as custodian of the data described in Attachment A of the DUA.
- III. The purpose for receiving the data described in Attachment A has been met. In compliance with Section 10 of the DUA, all data described in Attachment A received prior to **July 1, 2022**, has been destroyed by _____ (method of destruction) on _____ (date of destruction).

Please note that if the User is undergoing a DHCS review or audit, or is currently in the process of an appeal, for any fiscal year prior to July 1, 2014, it must maintain data described in Attachment A in full until all outstanding audit issues are resolved and a final cost settlement is received, or the appeal is settled.

Signature of Custodian

Date

ATTACHMENT E

DEPARTMENT OF HEALTH CARE SERVICES

NOTIFICATION OF CHANGE TO CUSTODIAN INFORMATION

In order to secure data and documents that reside in DHCS' Medi-Cal system of records, to ensure the integrity, security, and confidentiality of such data and documents, and to permit only appropriate disclosure and use as may be permitted by law, DHCS entered into a Data Use Agreement (DUA) with the following User:

User Name: Los Angeles County Office of Education

This form shall be used to notify DHCS when the below named custodial entity changes contact information or when the name of the person acting as custodian for a custodial entity has changed.

The custodian information in Section 3 of the DUA has changed. The updated section is as follows:

Name of Custodian of Files: _____

Title/Component: _____

Company/Organization: _____

Address: _____

Phone Number: _____

Email Address: _____

Signature: _____

Date: _____

School-Based Medi-Cal Administrative Activities (SMAA) Program
Frequently Asked Questions
Regarding Form DHCS 6207 & 6208

Section One (I)

1. Fictitious Business name, what does it mean?
 - a. A fictitious business name is any fictitious, false, or assumed name, or any name other than his or her own by a licensee either alone, in conjunction with a partnership or group, or as the name of a professional corporation, in any public communication, advertisement, sign, or announcement of his or her practice.
 - i. Does your LEC/LGA use a fictitious Business name?
 1. If yes, please input it on the form.
 2. If no, please select N/A.
2. Doing business as name, what does it means?
 - a. "Doing Business As" is the name that the business is operating under, this may or may not be the same as the legal name as reported with the IRS.
 - i. Does your LEC/LGA use a "Doing Business As" name?
 1. If yes, please input it on the form.
 2. If no, then please select N/A.
3. Section 1, sub-section G is for address where services are rendered or provided. If the providers are the LEC/LGA's public health nurses and are stationed in various regional offices throughout the County, what address should we place on the address line?
 - a. All addresses need to be consistent for business, mailing, and pay-to.
4. Section 1, subsection I is for all fines/debts to and owed by applicant/provider to any federal, state, or local government that relate to Medicare, Medicaid and all other federal and state health care programs are all debts/fines required to be listed. Do we need to disclose this information into the form?
 - a. Yes, all fines/debts due and owing by the applicant/provider to any federal, state, or local government that relate to Medicare, Medicaid and all other federal and state health care programs must be disclosed.
5. Do we need to state whether individual licenses have ever been suspended or revoked? Does this question pertain to the public health nurses?
 - a. Yes, list all licenses that are suspended or revoked.
 - b. This question pertains to the Applicant/Provider.
6. If the licenses have been suspended or revoked, is it adequate to answer this question with a statement such as: the LEC/LGA's Human Resources department performs regular exclusion and debarment checks on all licensed individuals?
 - a. No, this question requires a "yes" or "no" response. If yes, please attach copies of the licensing authority's decision and written confirmations verifying that your professional privileges have been restored.

School-Based Medi-Cal Administrative Activities (SMAA) Program
Frequently Asked Questions
Regarding Form DHCS 6207 & 6208

7. Section 1, sub-section G asks for the address where services are rendered or provided. If a LEC/LGA uses a Community Based Organization (CBO), would that be the CBO's address?
 - a. Form 6207 relates to the Provider and in this case the LEC/LGA is the provider.

Section Three (III)

8. Section 3 refers to the interest in the provider, is it adequate to have "none" specified in this area?
 - a. If this section does not apply to your LEC/LGA please check the corresponding box that represents the section that does not apply at the top of the page.

Section Four (IV)

9. Section 4 sub-section A, page seven requests for the name of the signer to be listed, is it also recommended for the LEC/LGA Coordinators name to be listed here?
 - a. Yes, enter the name of the individual signing Form 6207 and the LEC/LGA Coordinator for the LEC/LGA. Percent of ownership would be listed and can be 0% if appropriate for the LEC/LGA. Enter the NPI if applicable, and enter information where applicable on Parts B and C for each name entered in Part A.
 - b. If enrolling as a LEC/LGA, providers must report all day to day managing employees of the applicant/provider in this section.
 - c. Please note, a "managing employee" means a general manager, business manager, administrator, director, or other individual who exercises operational or managerial control, or who directly or indirectly conducts the day-to-day operation of an applicant or provider.

Section Five (V)

10. What is the intention of Section 5, sub-section C?
 - a. The intention of this section is to have an area for the LEC/LGA subcontractors providing SMAA to be defined and listed.
11. Does Form 6207 have to be resubmitted in its entirety each time a new subcontracted provider of SMAA is established through the LEC/LGA?
 - a. No, Any time during the Fiscal Year you can update subcontractor information by completing the Medi-Cal Supplemental Changes form (DHCS 6209). Form 6209 is located at:
<http://files.medi-cal.ca.gov/pubsdoco/forms.asp>

School-Based Medi-Cal Administrative Activities (SMAA) Program

Frequently Asked Questions

Regarding Form DHCS 6207 & 6208

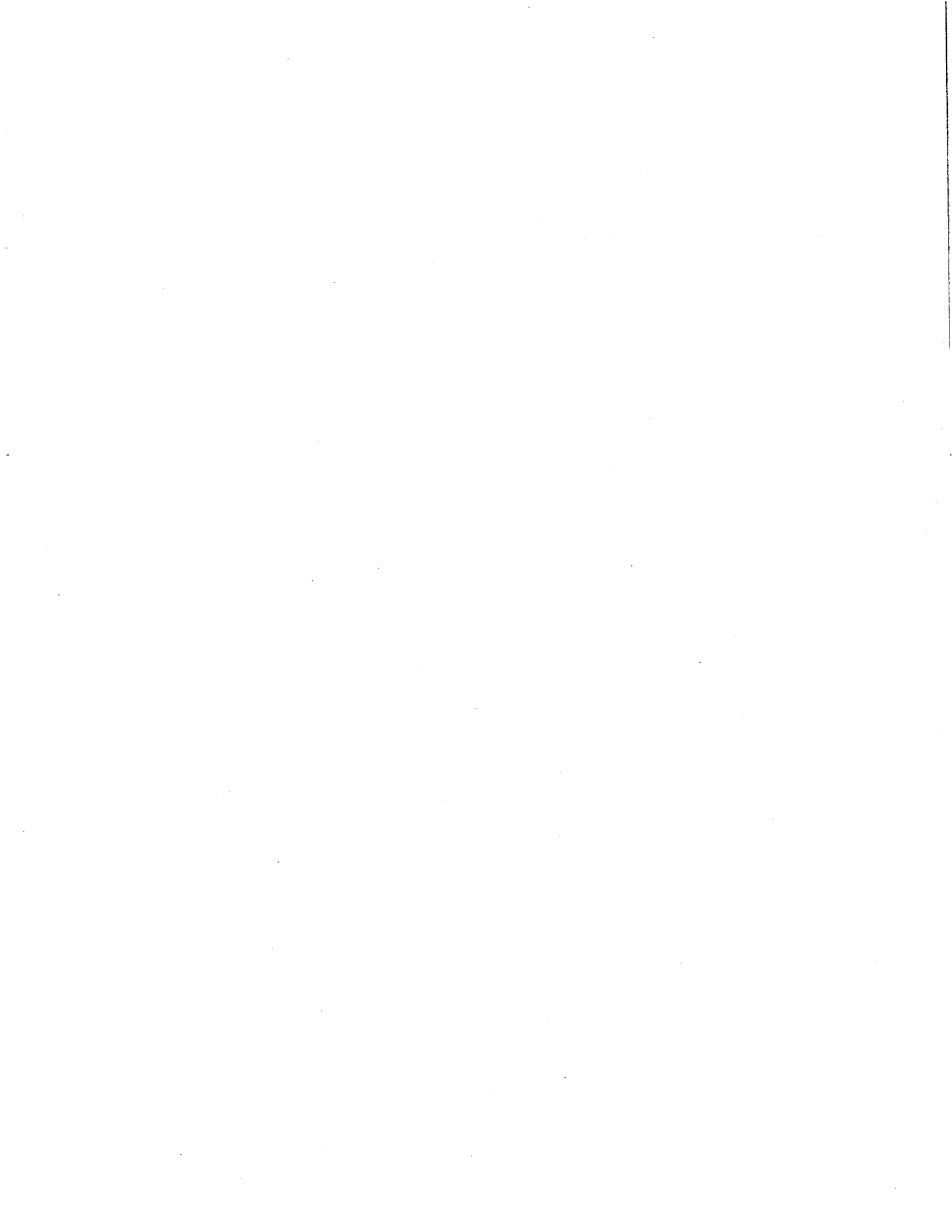
- b. Form 6209, page 17 item 37 is to report changes for subcontractors. Attach relevant pages from form 6207.

- 12. There is not adequate space for the number of contracted providers, can the LEC/LGA add pages to cover each contracted provider? Where is it acceptable for these additional pages to be placed?
 - a. To report additional subcontractors you may add an unlimited number of additional pages. These pages may be placed behind the corresponding pages of the particular section.

- 13. Will it be necessary for each contracted provider to provide the information in the related subsections of the disclosure statement? We anticipate this to take additional time to retrieve the information. Will DHCS consider allowing LEC/LGAs to submit the Medi-Cal Disclosure Statement (DHCS 6207) separately from the SMAA PPA?
 - a. The DHCS 6207 form is part of the SMAA Provider Participation Agreement (PPA) and needs to be submitted with the PPA.

Miscellaneous

- 14. If a LEC/LGA is stating that they have already filled out and submitted the form to DHCS, should we accept this previously filed version and make a copy to save with our PPA?
 - a. Form 6207 must be completed for the purposes of SMAA and not the LEC/LGA as a whole as this form is part of the SMAA PPA.



DEPARTMENT OF HEALTH CARE SERVICES

AGREEMENT FOR DISCLOSURE AND USE OF MEDI-CAL DATA – Amendment 1

- 1. The User acknowledges that by participating in the SMAA program, they do so as a Business Associate of DHCS and agrees to be bound by the terms of DHCS' Business Associate Addendum (BAA), attached hereto as Attachment F. To the extent there is a conflict between the DUA, inclusive of attachments A – E, and the terms of the BAA, the terms of the BAA shall control.

On behalf of the User, the undersigned individual hereby attests that he or she is authorized to enter into this Agreement and agrees to all of the terms specified herein.

Patricia Smith

Name

Chief Financial Officer

Title/Component

Los Angeles County Office of Education

Company/Organization

Patricia Smith

Signature

Mar 10, 2020

Date

AB
AB

- 1. On behalf of DHCS the undersigned individual hereby attests that he or she is authorized to enter into this Agreement and agrees to all of the terms specified herein.

Name of DHCS Representative

Title/Component

Signature

Date

User Initial: PS AB
PS AB
AB

Business Associate Addendum

1. This Agreement has been determined to constitute a business associate relationship under the Health Insurance Portability and Accountability Act (HIPAA) and its implementing privacy and security regulations at 45 Code of Federal Regulations, Parts 160 and 164 (collectively, and as used in this Agreement)
2. The term “Agreement” as used in this document refers to and includes both this Business Associate Addendum and the contract to which this Business Associate Agreement is attached as an exhibit, if any.
3. For purposes of this Agreement, the term “Business Associate” shall have the same meaning as set forth in 45 CFR section 160.103.
4. The Department of Health Care Services (DHCS) intends that Business Associate may create, receive, maintain, transmit or aggregate certain information pursuant to the terms of this Agreement, some of which information may constitute Protected Health Information (PHI) and/or confidential information protected by Federal and/or state laws.
 - 4.1 As used in this Agreement and unless otherwise stated, the term “PHI” refers to and includes both “PHI” as defined at 45 CFR section 160.103 and Personal Information (PI) as defined in the Information Practices Act at California Civil Code section 1798.3(a). PHI includes information in any form, including paper, oral, and electronic.
 - 4.2 As used in this Agreement, the term “confidential information” refers to information not otherwise defined as PHI in Section 4.1 of this Agreement, but to which state and/or federal privacy and/or security protections apply.
5. Contractor (however named elsewhere in this Agreement) is the Business Associate of DHCS acting on DHCS's behalf and provides services or arranges, performs or assists in the performance of functions or activities on behalf of DHCS, and may create, receive, maintain, transmit, aggregate, use or disclose PHI (collectively, “use or disclose PHI”) in order to fulfill Business Associate’s obligations under this Agreement. DHCS and Business Associate are each a party to this Agreement and are collectively referred to as the “parties.”
6. The terms used in this Agreement, but not otherwise defined, shall have the same meanings as those terms in HIPAA. Any reference to statutory or regulatory language shall be to such language as in effect or as amended.
7. **Permitted Uses and Disclosures of PHI by Business Associate.** Except as otherwise indicated in this Agreement, Business Associate may use or disclose PHI only to perform functions, activities or services specified in this Agreement on behalf of DHCS, provided that such use or disclosure would not violate HIPAA if done by DHCS.
 - 7.1 **Specific Use and Disclosure Provisions.** Except as otherwise indicated in this Agreement, Business Associate may use and disclose PHI if necessary for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate. Business Associate may disclose PHI for this purpose if the disclosure is required by law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware that the confidentiality of the information has been breached.
8. **Compliance with Other Applicable Law**
 - 8.1 To the extent that other state and/or federal laws provide additional, stricter and/or more protective (collectively, more protective) privacy and/or security protections to PHI or other confidential information covered under this Agreement beyond those provided through HIPAA, Business Associate agrees:

- 8.1.1 To comply with the more protective of the privacy and security standards set forth in applicable state or federal laws to the extent such standards provide a greater degree of protection and security than HIPAA or are otherwise more favorable to the individuals whose information is concerned; and
- 8.1.2 To treat any violation of such additional and/or more protective standards as a breach or security incident, as appropriate, pursuant to Section 18. of this Agreement.
- 8.2 Examples of laws that provide additional and/or stricter privacy protections to certain types of PHI and/or confidential information, as defined in Section 4. of this Agreement, include, but are not limited to the Information Practices Act, California Civil Code sections 1798-1798.78, Confidentiality of Alcohol and Drug Abuse Patient Records, 42 CFR Part 2, Welfare and Institutions Code section 5328, and California Health and Safety Code section 11845.5.
- 8.3 If Business Associate is a Qualified Service Organization (QSO) as defined in 42 CFR section 2.11, Business Associate agrees to be bound by and comply with subdivisions (2)(i) and (2)(ii) under the definition of QSO in 42 CFR section 2.11.

9. Additional Responsibilities of Business Associate

9.1 Nondisclosure. Business Associate shall not use or disclose PHI or other confidential information other than as permitted or required by this Agreement or as required by law.

9.2 Safeguards and Security.

9.2.1 Business Associate shall use safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of PHI and other confidential data and comply, where applicable, with subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of the information other than as provided for by this Agreement. Such safeguards shall be, at a minimum, at Federal Information Processing Standards (FIPS) Publication 199 protection levels.

9.2.2 Business Associate shall, at a minimum, utilize an industry-recognized security framework when selecting and implementing its security controls, and shall maintain continuous compliance with its selected framework as it may be updated from time to time. Examples of industry-recognized security frameworks include but are not limited to

9.2.2.1 NIST SP 800-53 – National Institute of Standards and Technology Special Publication 800-53

9.2.2.2 FedRAMP – Federal Risk and Authorization Management Program

9.2.2.3 PCI – PCI Security Standards Council

9.2.2.4 ISO/IEC 27002 – International Organization for Standardization / International Electrotechnical Commission standard 27002

9.2.2.5 IRS PUB 1075 – Internal Revenue Service Publication 1075

9.2.2.6 HITRUST CSF – HITRUST Common Security Framework

9.2.3 Business Associate shall maintain, at a minimum, industry standards for transmission and storage of PHI and other confidential information.

9.2.4 Business Associate shall apply security patches and upgrades, and keep virus software up-to-date, on all systems on which PHI and other confidential information may be used.

9.2.5 Business Associate shall ensure that all members of its workforce with access to PHI and/or other confidential information sign a confidentiality statement prior to access to such data. The statement must be renewed annually.

9.2.6 Business Associate shall identify the security official who is responsible for the development and implementation of the policies and procedures required by 45 CFR Part 164, Subpart C.

9.3 Business Associate's Agent. Business Associate shall ensure that any agents, subcontractors, subawardees, vendors or others (collectively, "agents") that use or disclose PHI and/or confidential information on behalf of Business Associate agree to the same restrictions and conditions that apply to Business Associate with respect to such PHI and/or confidential information.

10. Mitigation of Harmful Effects. Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI and other confidential information in violation of the requirements of this Agreement.

11. Access to PHI. Business Associate shall make PHI available in accordance with 45 CFR section 164.524.

12. Amendment of PHI. Business Associate shall make PHI available for amendment and incorporate any amendments to protected health information in accordance with 45 CFR section 164.526.

13. Accounting for Disclosures. Business Associate shall make available the information required to provide an accounting of disclosures in accordance with 45 CFR section 164.528.

14. Compliance with DHCS Obligations. To the extent Business Associate is to carry out an obligation of DHCS under 45 CFR Part 164, Subpart E, comply with the requirements of the subpart that apply to DHCS in the performance of such obligation.

15. Access to Practices, Books and Records. Business Associate shall make its internal practices, books, and records relating to the use and disclosure of PHI on behalf of DHCS available to DHCS upon reasonable request, and to the federal Secretary of Health and Human Services for purposes of determining DHCS' compliance with 45 CFR Part 164, Subpart E.

16. Return or Destroy PHI on Termination; Survival. At termination of this Agreement, if feasible, Business Associate shall return or destroy all PHI and other confidential information received from, or created or received by Business Associate on behalf of, DHCS that Business Associate still maintains in any form and retain no copies of such information. If return or destruction is not feasible, Business Associate shall notify DHCS of the conditions that make the return or destruction infeasible, and DHCS and Business Associate shall determine the terms and conditions under which Business Associate may retain the PHI. If such return or destruction is not feasible, Business Associate shall extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

17. Special Provision for SSA Data. If Business Associate receives data from or on behalf of DHCS that was verified by or provided by the Social Security Administration (SSA data) and is subject to an agreement between DHCS and SSA, Business Associate shall provide, upon request by DHCS, a list of all employees and agents and employees who have access to such data, including employees and agents of its agents, to DHCS.

18. Breaches and Security Incidents. Business Associate shall implement reasonable systems for the discovery and prompt reporting of any breach or security incident, and take the following steps:

18.1 Notice to DHCS.

18.1.1 Business Associate shall notify DHCS **immediately** upon the discovery of a suspected breach or security incident that involves SSA data. This notification will be provided by email upon

discovery of the breach. If Business Associate is unable to provide notification by email, then Business Associate shall provide notice by telephone to DHCS.

18.1.2 Business Associate shall notify DHCS **within 24 hours by email** (or by telephone if Business Associate is unable to email DHCS) of the discovery of:

18.1.2.1 Unsecured PHI if the PHI is reasonably believed to have been accessed or acquired by an unauthorized person;

18.1.2.2 Any suspected security incident which risks unauthorized access to PHI and/or other confidential information;

18.1.2.3 Any intrusion or unauthorized access, use or disclosure of PHI in violation of this Agreement; or

18.1.2.4 Potential loss of confidential data affecting this Agreement.

18.1.3 Notice shall be provided to the DHCS Program Contract Manager (as applicable), the DHCS Privacy Office, and the DHCS Information Security Office (collectively, "DHCS Contacts") using the DHCS Contact Information at Section 18.6. below.

Notice shall be made using the current DHCS "Privacy Incident Reporting Form" ("PIR Form"; the initial notice of a security incident or breach that is submitted is referred to as an "Initial PIR Form") and shall include all information known at the time the incident is reported. The form is available online at

<http://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/DHCSBusinessAssociatesOnly.aspx>.

Upon discovery of a breach or suspected security incident, intrusion or unauthorized access, use or disclosure of PHI, Business Associate shall take:

18.1.3.1 Prompt action to mitigate any risks or damages involved with the security incident or breach; and

18.1.3.2 Any action pertaining to such unauthorized disclosure required by applicable Federal and State law.

18.2 Investigation. Business Associate shall immediately investigate such security incident or confidential breach.

18.3 Complete Report. To provide a complete report of the investigation to the DHCS contacts within ten (10) working days of the discovery of the security incident or breach. This "Final PIR" must include any applicable additional information not included in the Initial Form. The Final PIR Form shall include an assessment of all known factors relevant to a determination of whether a breach occurred under HIPAA and other applicable federal and state laws. The report shall also include a full, detailed corrective action plan, including its implementation date and information on mitigation measures taken to halt and/or contain the improper use or disclosure. If DHCS requests information in addition to that requested through the PIR form, Business Associate shall make reasonable efforts to provide DHCS with such information. A "Supplemental PIR" may be used to submit revised or additional information after the Final PIR is submitted. DHCS will review and approve or disapprove Business Associate's determination of whether a breach occurred, whether the security incident or breach is reportable to the appropriate entities, if individual notifications are required, and Business Associate's corrective action plan.

18.3.1 If Business Associate does not complete a Final PIR within the ten (10) working day timeframe, Business Associate shall request approval from DHCS within the ten (10) working day timeframe of a new submission timeframe for the Final PIR.

- 18.4 Notification of Individuals.** If the cause of a breach is attributable to Business Associate or its agents, Business Associate shall notify individuals accordingly and shall pay all costs of such notifications, as well as all costs associated with the breach. The notifications shall comply with applicable federal and state law. DHCS shall approve the time, manner and content of any such notifications and their review and approval must be obtained before the notifications are made.
- 18.5 Responsibility for Reporting of Breaches to Entities Other than DHCS.** If the cause of a breach of PHI is attributable to Business Associate or its subcontractors, Business Associate is responsible for all required reporting of the breach as required by applicable federal and state law.
- 18.6 DHCS Contact Information.** To direct communications to the above referenced DHCS staff, the Contractor shall initiate contact as indicated here. DHCS reserves the right to make changes to the contact information below by giving written notice to Business Associate. These changes shall not require an amendment to this Agreement.

DHCS Program Contract Manager	DHCS Privacy Office	DHCS Information Security Office
See the Scope of Work exhibit for Program Contract Manager information. If this Business Associate Agreement is not attached as an exhibit to a contract, contact the DHCS signatory to this Agreement.	Privacy Office c/o: Office of HIPAA Compliance Department of Health Care Services P.O. Box 997413, MS 4722 Sacramento, CA 95899-7413 Email: incidents@dhcs.ca.gov Telephone: (916) 445-4646	Information Security Office DHCS Information Security Office P.O. Box 997413, MS 6400 Sacramento, CA 95899-7413 Email: incidents@dhcs.ca.gov

19. Responsibility of DHCS. DHCS agrees to not request the Business Associate to use or disclose PHI in any manner that would not be permissible under HIPAA and/or other applicable federal and/or state law.

20. Audits, Inspection and Enforcement

- 20.1** From time to time, DHCS may inspect the facilities, systems, books and records of Business Associate to monitor compliance with this Agreement. Business Associate shall promptly remedy any violation of this Agreement and shall certify the same to the DHCS Privacy Officer in writing. Whether or how DHCS exercises this provision shall not in any respect relieve Business Associate of its responsibility to comply with this Agreement.
- 20.2** If Business Associate is the subject of an audit, compliance review, investigation or any proceeding that is related to the performance of its obligations pursuant to this Agreement, or is the subject of any judicial or administrative proceeding alleging a violation of HIPAA, Business Associate shall promptly notify DHCS unless it is legally prohibited from doing so.

21. Termination

- 21.1 Termination for Cause.** Upon DHCS' knowledge of a violation of this Agreement by Business Associate, DHCS may in its discretion:
- 21.1.1** Provide an opportunity for Business Associate to cure the violation and terminate this Agreement if Business Associate does not do so within the time specified by DHCS; or
- 21.1.2** Terminate this Agreement if Business Associate has violated a material term of this Agreement.

21.2 Judicial or Administrative Proceedings. DHCS may terminate this Agreement if Business Associate is found to have violated HIPAA, or stipulates or consents to any such conclusion, in any judicial or administrative proceeding.

22. Miscellaneous Provisions

22.1 Disclaimer. DHCS makes no warranty or representation that compliance by Business Associate with this Agreement will satisfy Business Associate's business needs or compliance obligations. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI and other confidential information.

22.2. Amendment.

22.2.1 Any provision of this Agreement which is in conflict with current or future applicable Federal or State laws is hereby amended to conform to the provisions of those laws. Such amendment of this Agreement shall be effective on the effective date of the laws necessitating it, and shall be binding on the parties even though such amendment may not have been reduced to writing and formally agreed upon and executed by the parties.

22.2.2 Failure by Business Associate to take necessary actions required by amendments to this Agreement under Section 22.2.1 shall constitute a material violation of this Agreement.

22.3 Assistance in Litigation or Administrative Proceedings. Business Associate shall make itself and its employees and agents available to DHCS at no cost to DHCS to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against DHCS, its directors, officers and/or employees based upon claimed violation of HIPAA, which involve inactions or actions by the Business Associate.

22.4 No Third-Party Beneficiaries. Nothing in this Agreement is intended to or shall confer, upon any third person any rights or remedies whatsoever.

22.5 Interpretation. The terms and conditions in this Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA and other applicable laws.

22.6 No Waiver of Obligations. No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

APPENDIX B

Use of RMTS System and Restrictions

The RMTS System may be accessed only by LEA Users as defined in Section 1. LACOE shall require Authorized Contractors and LEA Users to adhere to the provisions of Appendix B-1. Acceptance of this contract signifies acceptance of the terms of Appendix B-1. All LEA users must implement the provisions of Appendix B-1 prior to use of the RMTS System. All LEA users must continue to adhere to the provisions of Appendix B-1 during the term of the contract. LACOE reserves the right to restrict access of the RMTS System by any LEA User and/or Authorized Contractor who violates the confidentiality or proprietary rights of the RMTS System.

LEA acknowledges and agrees that (i) the RMTS System sublicensed to LEA by LACOE is and will remain the property of its licensors; (ii) LEA has no right, title or interest to the proprietary information and the RMTS System licensed to LACOE, (iii) not to make available the RMTS System proprietary or confidential information in any form to any third party or to use the RMTS System for any purpose other than the implementation of and as specified in this Contract, (iv) to take all reasonable steps to ensure that proprietary or confidential information of the RMTS System is not disclosed or distributed by its employees, agents or consultants in violation of the provisions of this Contract, (v) ensure that appropriate proprietary notices indicating RMTS System Intellectual Property Rights in the RMTS System and related Documentation are placed on all copies of written materials distributed by LEA, (vi) not decompile, disassemble, or otherwise attempt to reverse engineer the RMTS System or any portion thereof and shall not permit any LEA User to decompile, disassemble, or otherwise attempt to reverse engineer the RMTS System or any portion thereof, (vii) be responsible for the quality, integrity, and accuracy of all data entered and used in connection with the RMTS System Service, including all deletions of such data by LEA Users.

Appendix B-1

TERMS OF USE

Fairbanks LLC and/or its affiliates provide website features to you subject to the following conditions. If you visit fairbanksllc.com, you accept these conditions. Please read them carefully. In addition, when you use any current or future Fairbanks LLC online service or business you also will be subject to the guidelines, terms and agreements ("Terms") applicable to such service or business. If these conditions are inconsistent with such Terms, the Terms will control.

Privacy

Please review our Privacy Policy, which also governs your visit to Fairbanks LLC, to understand our practices.

Electronic Communications

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Privacy Policy

This privacy policy tells you how we use personal information collected at this site. Please read this privacy policy before using the site or submitting any personal information. By using the site, you are accepting the practices described in this privacy policy. These practices may be changed, but any changes will be posted and changes will only apply to activities and information on a going forward, not retroactive basis. You are encouraged to review the privacy policy whenever you visit the site to make sure that you understand how any personal information you provide will be used.

Note, the privacy practices set forth in this privacy policy are for this web site only. If you link to other web sites, please review the privacy policies posted at those sites.

Collection of Information

We collect personally identifiable information, like names, postal addresses, email addresses, etc., when voluntarily submitted by our visitors. The information you provide is used to fulfill your specific request. This information is only used to fulfill your specific request, unless you give us permission to use it in another manner, for example to add you to one of our mailing lists.

Cookie/Tracking Technology

The Site may use cookie and tracking technology depending on the features offered. Cookie and tracking technology are useful for gathering information such as browser type and operating system, tracking the number of visitors to the Site, and understanding how visitors use the Site. Cookies can also help customize the Site for visitors. Personal information cannot be collected via cookies and other tracking technology, however, if you previously provided personally identifiable information, cookies may be tied to such information. Aggregate cookie and tracking information may be shared with third parties.

Distribution of Information

We may share information with governmental agencies or other companies assisting us in fraud prevention or investigation. We may do so when: (1) permitted or required by law; or, (2) trying to protect against or prevent actual or potential fraud or unauthorized transactions; or, (3) investigating fraud which has already taken place. The information is not provided to these companies for marketing purposes.

Commitment to Data Security

Your personally identifiable information is kept secure. Only authorized employees, agents and contractors (who have agreed to keep information secure and confidential) have access to this information. All emails and newsletters from this site allow you to opt out of further mailings.

Privacy Contact information

If you have any questions, concerns, or comments about our privacy policy you may contact us using the information below:

By e-mail: info@fairbanksllc.com

By Phone: 312.321.1225

We reserve the right to make changes to this policy. Any changes to this policy will be posted.

Appendix C

Support Services System

LEA is granted a limited license to access and make personal use of the Support Services System's website. LEA is not to download (other than page caching) or modify website, or any portion of it except with express written consent of the Support Services System Vendor. This license does not include any resale or commercial use of this site or its contents; any collection and use of any product listings, descriptions, or prices; any derivative use of this site or its contents; any downloading or copying of account information for the benefit of another merchant; or any use of data mining, robots, or similar data gathering and extraction tools. This site or any portion of this site may not be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose without express written consent of the Support Services System Vendor. LEA may not frame or utilize framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout, or form) of the Support Services System Vendor without express written consent. LEA may not use any meta tags or any other "hidden text" utilizing the Support Services System Vendor's name or trademarks without the express written consent of the Support Services System Vendor. Any unauthorized use terminates the permission or license granted by the Support Services System Vendor. LEA is granted a limited, revocable, and nonexclusive right to create a hyperlink to the home page of the Support Services System Vendor so long as the link does not portray the Support Services System Vendor, or its products or services in a false, misleading, derogatory, or otherwise offensive matter. LEA users may not use the Support Services System Vendor's logo or other proprietary graphic or trademark as part of the link without express written permission.

Site Policies, Modification, and Severability

The Support Services System Vendor reserves the right to make changes to its site, policies, and these Conditions of Use at any time. If any of these conditions shall be deemed invalid, void, or for any reason unenforceable, that condition shall be deemed severable and shall not affect the validity and enforceability of any remaining condition.