



**FDR COMPLIANCE ATTESTATION**

Please complete and execute this attestation and return it to CalOptima Health’s Office of Compliance via email: [Compliance@CalOptimaHealth.org](mailto:Compliance@CalOptimaHealth.org) within thirty (30) calendar days for existing FDRs, or sixty (60) calendar days for new FDRs of this notice.

Which CalOptima Health program(s) does this form pertain to? Select all that apply:	<input type="checkbox"/> Medi-Cal	<input type="checkbox"/> OneCare
	<input type="checkbox"/> PACE	

I hereby attest that [\_\_\_\_\_ (the “Organization”)], and all its downstream entities, if any, that are involved in the provision of health or administrative services for any of the CalOptima Health programs identified above:

I. **General and HIPAA Compliance and FWA Training.** Provide effective Fraud, Waste and Abuse training, General Compliance training, General HIPAA training to all Organization and downstream entity board members, officers, employees, temporary employees, and volunteers, within ninety (90) calendar days of appointment, hire or contracting, as applicable, and at least annually thereafter as a condition of appointment, employment or contracting. The Organization and its downstream entities currently use:

**(Select all that apply):**

- CMS’s Fraud, Waste, and Abuse training, General Compliance training, and General HIPAA training module.\* (The Organization shall maintain records as evidence of completed training)
- An internal training program that utilizes content available in CMS’s Fraud, Waste, and Abuse training, General Compliance training, and HIPAA training module requirements, or training content that is materially the same. (The Organization shall maintain records as evidence of completed training) *Note: Documentation of completion is maintained by the First-tier entity, per CMS retention requirements and the information would be available for Sponsor access and audit.*

II. Administer specialized compliance training to Organization and downstream entity board members, employees, temporary employees, and volunteers within the first ninety (90) calendar days of hire and at least annually thereafter as a condition of appointment, employment or contracting.

III. **Compliance Plan and Code of Conduct Requirements.** Have established and publicized compliance policies and procedures, standards of conduct, and compliance reference material that meet the requirements outlined in 42 CFR § 422.503(b)(4)(vi)(A) and 42 CFR § 423.504(b)(4)(vi)(A) which information, and any updates thereto, are distributed to all Organization and downstream entity board members, officers, employees, temporary employees, and volunteers within ninety (90) calendar days of appointment, hire or contracting, as applicable, and at least annually thereafter. Evidence of receipt of such compliance by such persons is obtained and retained by the Organization.



**(Select which applies to your organization):**

- Organization has adopted, implemented, and distributed CalOptima Health’s Compliance Plan and Code of Conduct (<https://www.CalOptimaHealth.org/en/About/GeneralCompliance/GeneralComplianceResourceLinks.aspx>)
- Organization has distributed a comparable Compliance Plan and Code of Conduct  
*Note: Documentation of completion is maintained by the First-tier entity, per CMS retention requirements and the information would be available for Sponsor access and audits.*

- IV. **Exclusion Monitoring.** Review all Organization and downstream entity board members, officers, potential and actual employees, temporary employees, and volunteers against the Medi-Cal Suspended and Ineligible Provider List (S & I Medi-Cal), Health and Human Services(HHS), Office of Inspector General(OIG) List of Excluded Individuals & Entities list, System for Award Management (SAM)/General Services Administration(GSA) Debarment list, Centers for Medicare & Medicaid Services (CMS) Preclusion List (as applicable), Restricted Provider Database(RPD) (as applicable), (hereafter “Lists”) upon appointment, hire or contracting, as applicable, and monthly thereafter. Further, in the event that the Organization or downstream entity becomes aware that any of the foregoing persons or entities are included on these Lists, the Organization will notify CalOptima Health within five (5) calendar days, the relationship with the listed person/entity may be terminated as it relates to CalOptima Health, and appropriate corrective action will be taken.
- V. **Conflict of Interest.** Screen the Organization and its subcontractors’ governing bodies for conflicts of interest as defined in state and federal law and CalOptima Health policies and procedures upon hire or contracting and annually thereafter.
- VI. **Reporting of FWA/Non-Compliance.** Will report suspected fraud, waste, and abuse, as well as all other forms of non-compliance, as it relates to CalOptima Health, confidentially and anonymously.
- VII. **Disciplinary Action.** Understand that any violation of any laws, regulations, or CalOptima Health policies and procedures are grounds for disciplinary action, up to and including termination of Organization’s contractual status.
- VIII. **Non-Retaliation.** Are aware that persons reporting suspected fraud, waste, and abuse, and other non-compliance are protected from retaliation under the False Claims Act and other applicable laws prohibiting retaliation.
- IX. **Records Management.** Retain documented evidence of compliance with the above, including training and exclusion screening (i.e., sign-in sheets, certificates, attestations, OIG and GSA search results, etc.) for at least ten (10) years, and provide such documentation to CalOptima Health upon request.

The individual signing below is knowledgeable about and authorized to attest to the foregoing matters on behalf of the Organization.

Signature	Date
Name (Print)	Organization
Email (Print)	

**Attestation Concerning the Use of Offshore Subcontractors**

If Organization offshores any protected health information (PHI) it must notify CalOptima Health prior to entering into or amending any agreement with an Offshore Subcontractor, and the Organization must complete the Offshore Subcontracting Attestation.

Which CalOptima Health program(s) does this form pertain to? Select all that apply.	<input type="checkbox"/> Medi-Cal	<input type="checkbox"/> OneCare
<input type="checkbox"/> PACE		
Please check one of the following:		
<input type="checkbox"/> Our Organization does not offshore any protected health information. <b>Please skip to Part V below.</b>		
<input type="checkbox"/> Our Organization does offshore protected health information. <b>Please complete Offshore Subcontractor Attestation (Part I through Part V) below.</b>		

<b>Part I — Offshore Subcontractor Information</b>	
<b>Attestation</b>	<b>Response</b>
Our Organization uses an offshore subcontractor or offshore staff to perform functions that support our contract with CalOptima Health.	<input type="checkbox"/> Yes <input type="checkbox"/> No
<i>Offshore Subcontractor name:</i>	
<i>Offshore Subcontractor country:</i>	
<i>Offshore Subcontractor address:</i>	
<i>Describe offshore subcontractor functions:</i>	
<i>Proposed or actual effective date for offshore subcontractor (MM/DD/Year):</i>	

<b>Part II — Precautions for Protected Health Information (PHI)</b>	
<b>Question</b>	<b>Response</b>
1. Describe the PHI that will be provided to the offshore subcontractor:	
2. Explain why providing PHI is necessary to accomplish the offshore subcontractor’s objectives:	
3. Describe alternatives considered to avoid providing PHI, and why each alternative was rejected:	



**Part III — Attestation of Safeguards to Protect Beneficiary Information in the Offshore Subcontract**

Attestation	Response
A. Offshore subcontracting arrangement has policies and procedures in place to ensure that beneficiary protected health information (PHI) and other personal information remains secure.	<input type="checkbox"/> Yes <input type="checkbox"/> No*
B. Offshore subcontracting arrangement prohibits subcontractor’s access to data not associated with CalOptima Health’s contract with the offshore subcontractor.	<input type="checkbox"/> Yes <input type="checkbox"/> No*
C. Offshore subcontracting arrangement has policies and procedures in place that allow for immediate termination of the subcontract upon discovery of a significant security breach.	<input type="checkbox"/> Yes <input type="checkbox"/> No*
D. Offshore subcontracting arrangement includes all required Medicare Part C and D language. (e.g., record retention requirements, compliance with all Medicare Part C and D requirements, etc.)	<input type="checkbox"/> Yes <input type="checkbox"/> No*

**Part IV — Attestation of Audit Requirements to Ensure Protection of PHI**

Attestation	Response
A. Our Organization will conduct an annual audit of the offshore subcontractor/employee.	<input type="checkbox"/> Yes <input type="checkbox"/> No*
B. Audit results will be used by our Organization to evaluate the continuation of its relationship with the offshore subcontractor/employee.	<input type="checkbox"/> Yes <input type="checkbox"/> No*
C. Our Organization agrees to share offshore subcontractor’s/employee’s audit results with CalOptima Health or CMS upon request.	<input type="checkbox"/> Yes <input type="checkbox"/> No*

**\*Explanation required for all “no” responses to Part III and Part IV above:**

**Part V — Organization Information**

By signing below, I hereby attest that the information contained herein is true, correct and complete.

Printed name of authorized person:	Title:
Email:	Phone #:
Signature:	Date:

*Note: CalOptima Health’s policies and procedures, CMS training module instructions for FWA, General Compliance, General HIPAA, CalOptima Health’s Code of Conduct, CalOptima Health’s Compliance Plan can be accessed at <https://www.CalOptima Health.org/en/About/GeneralCompliance.aspx>*