



CalOptima Health

**NOTICE OF A
REGULAR MEETING OF THE
CALOPTIMA HEALTH BOARD OF DIRECTORS**

**MARCH 7, 2024
2:00 P.M.**

**505 CITY PARKWAY WEST, SUITE 108
ORANGE, CALIFORNIA 92868**

BOARD OF DIRECTORS

Clayton Corwin, Chair	Isabel Becerra, Vice Chair
Debra Baetz	Maura Byron
Supervisor Doug Chaffee	Blair Contratto
Norma García Guillén	José Mayorga, M.D.
Supervisor Vicente Sarmiento	Trieu Tran, M.D.
Supervisor Donald Wagner, Alternate	

CHIEF EXECUTIVE OFFICER

Michael Hunn

OUTSIDE GENERAL COUNSEL

James Novello
Kennaday Leavitt

CLERK OF THE BOARD

Sharon Dwiers

This agenda contains a brief description of each item to be considered. Except as provided by law, no action shall be taken on any item not appearing on the agenda. To speak on an item, complete a Public Comment Request Form identifying the item and submit to the Clerk of the Board. To speak on a matter not appearing on the agenda, but within the subject matter jurisdiction of the Board of Directors, you may do so during Public Comments. Public Comment Request Forms must be submitted prior to the beginning of the Consent Calendar and/or the beginning of Public Comments. When addressing the Board, it is requested that you state your name for the record. Address the Board as a whole through the Chair. Comments to individual Board Members or staff are not permitted. Speakers are limited to three (3) minutes per item.

In compliance with the Americans with Disabilities Act, those requiring accommodations for this meeting should notify the Clerk of the Board's Office at (714) 246-8806, at least 72 hours prior to the meeting.

The Board Meeting Agenda and supporting materials are available for review at CalOptima Health, 505 City Parkway West, Orange, CA 92868, Monday-Friday, 8:00 a.m. – 5:00 p.m. These materials are also available online at www.caloptima.org. Board meeting audio is streamed live on the CalOptima Health website at www.caloptima.org.

Members of the public may attend the meeting in person. Members of the public also have the option of participating in the meeting via Zoom Webinar (see below).

Participate via Zoom Webinar at: https://us06web.zoom.us/webinar/register/WN_SX6GuSvUQqeSgi-NrZn7AA and Join the Meeting.

Webinar ID: 814 4737 8571

Passcode: 166736 -- Webinar instructions are provided below.

CALL TO ORDER

Pledge of Allegiance
Establish Quorum

PRESENTATIONS/INTRODUCTIONS

1. CalOptima Health Medical Directors Meet & Greet and National Doctors Day Celebration
2. Public Housing Authorities in Orange County Presentation

MANAGEMENT REPORTS

3. Chief Executive Officer Report

PUBLIC COMMENTS

At this time, members of the public may address the Board of Directors on matters not appearing on the agenda, but within the subject matter jurisdiction of the Board of Directors. Speakers will be limited to three (3) minutes.

CONSENT CALENDAR

4. Minutes
 - a. Approve Minutes of the February 1, 2024 Regular Meeting of the CalOptima Health Board of Directors
5. Ratify Amendments to CalOptima Health's Primary and Secondary Agreements with the California Department of Health Care Services Related to Rate Changes
6. Adopt Resolution No. 24-0307-01 Approving and Adopting Updated and New CalOptima Health Human Resources Policies
7. Authorize Unbudgeted Expenditures and Appropriation of Funds for the Microsoft Azure Cloud Platform Subscription
8. Appoint a Medi-Cal Beneficiaries or Authorized Family Member and a Vice Chair to the Member Advisory Committee
9. Receive and File:
 - a. January 2024 Financial Summary
 - b. Compliance Report
 - c. Federal and State Legislative Advocates Reports
 - d. CalOptima Health Community Outreach and Program Summary

REPORTS/DISCUSSION ITEMS

10. Adopt Resolution No. 24-0307-02 Approving and Adopting Updated CalOptima Health Human Resources Policies
11. Approve Request to Modify Provider Workforce Development Initiative Allocations

12. [Approve Actions Related to the CalOptima Health Dyadic Services Program Academy](#)
13. [Approve Actions Related to a Contract with FoodSmart for CalAIM Medically Tailored Meal Registered Dietician Services](#)
14. [Select and Enter into Grant Agreements with Street Medicine Providers](#)
15. [Approve Actions Related to the Incentive Payment Program for Community Health Worker Academy](#)
16. [Approve Amending the Fee-for-Service Professional Services Contracts to Reflect Licensed Professional Clinical Counselor and Licensed Marriage and Family Therapy Benefits for OneCare](#)

ADVISORY COMMITTEE UPDATES

17. [Regular Joint Meeting of the Member Advisory Committee and the Provider Advisory Committee Update](#)

CLOSED SESSION

- CS-1. CONFERENCE WITH LEGAL COUNSEL –EXISTING LITIGATION Pursuant to Government Code Section 54956.9(d)(1)
- CS-2. CONFERENCE WITH LEGAL COUNSEL –ANTICIPATED LITIGATION Pursuant to Government Code Section 54956.9(d)(2) or (3): 1 Case

BOARD MEMBER COMMENTS AND BOARD COMMITTEE REPORTS

ADJOURNMENT

TO REGISTER AND JOIN THE MEETING

Please register for the Regular Meeting of the CalOptima Health Board of Directors on March 7, 2024 at 2:00 p.m. (PST)

To **Register** in advance for this webinar:

https://us06web.zoom.us/webinar/register/WN_SX6GuSvUQqeSgi-NrZn7AA

To **Join** from a PC, Mac, iPad, iPhone or Android device:

<https://us06web.zoom.us/j/81447378571?pwd=OfjMbxGaQ9w2hD5F2rk3Ek8lSRga4h.1>

Passcode: 166736

Or One tap mobile:

+16694449171,,81447378571#,,,,*166736# US

+17207072699,,81447378571#,,,,*166736# US (Denver)

Or join by phone:

Dial(for higher quality, dial a number based on your current location):

US: +1 669 444 9171 or +1 720 707 2699 or +1 253 205 0468 or +1 253
215 8782 or +1 346 248 7799 or +1 719 359 4580 or +1 309 205 3325 or +1 312
626 6799 or +1 360 209 5623 or +1 386 347 5053 or +1 507 473 4847 or +1 564
217 2000 or +1 646 558 8656 or +1 646 931 3860 or +1 689 278 1000 or +1 301
715 8592 or +1 305 224 1968

Webinar ID: 814 4737 8571

Passcode: 166736

International numbers available: <https://us06web.zoom.us/j/81447378571>



Medical Management

CalOptima Health's main focus is the wellness of our members. To ensure the agency makes the best medical decisions, we have a diverse group of experienced, knowledgeable and talented physicians serving as medical directors. Each member of our medical management team has an average of 27 years of working in health care, including private practice, medical centers, hospitals and managed care. Together they provide strong leadership in making decisions affecting all aspects of care for our members.

Richard Pitts, D.O., Ph.D.

Chief Medical Officer

Expertise: Clinical Practice, Occupational Health and Hospital Leadership

Certifications: Diplomate, American Board of Emergency Medicine; Diplomate, American Board of Preventive Medicine

Zeinab Dabbah, M.D., J.D., MPH

Deputy Chief Medical Officer

Expertise: Primary Care, Commercial, Medi-Cal and Medicare Managed Care, Medical Group Operations

Certifications: Diplomate, American Board of Internal Medicine

Steven Arabo, M.D.

Medical Director, Medicare Programs

Expertise: Internal Medicine, Medicare Managed Care

Certifications: Diplomate, American Board of Internal Medicine

C. Hsien Chiang, M.D., FASAM, FACCP, CCHP-P

Medical Director, CalAIM

Expertise: Public Health, Justice-Involved Populations

Certifications: Fellow, American Society of Addiction Medicine; Fellow, American College of Correctional Physicians

Himmet Dajee, M.D., FACS

Medical Director, Medical Management

Expertise: Cardiac and Thoracic Surgery

Certifications: Fellow of the American College of Surgeons and Board Certified in Thoracic Surgery

Natalie Do, Pharm.D., D.O.

Medical Director, Behavioral Health

Expertise: Adult, Child and Adolescent Psychiatry

Certifications: Diplomate, American Board of Psychiatry and Neurology

Said Elshihabi, M.D., FAANS

Medical Director, Cranial and Spine Surgery

Expertise: Neurosurgery and Spine Surgery

Certifications: Diplomate, American Board of Neurological Surgery

Donna Frisch, M.D.

Medical Director, PACE

Expertise: Internal Medicine

Certifications: Diplomate, American Board of Internal Medicine

Robin Hatam, D.O.

Medical Director, Delegation Oversight

Expertise: Internal Medicine

Certifications: Diplomate, American Board of Internal Medicine

Claus Hecht, M.D.

Medical Director, Street Medicine

Expertise: Emergency Medicine

Certifications: Diplomate, American Board of Emergency Medicine

Shilpa Jindani, M.D.

Medical Director, Population Health and Equity

Expertise: Family Practice, Appeals and Grievance

Certifications: Diplomate, American Board of Family Medicine

Richard Lopez Jr., M.D., FACS

Medical Director, Transplant/Credentialing

Expertise: Transplant Surgery

Certifications: Fellow, American College of Surgeons

Nguyen Luu-Trong, M.D., FAAFP, MBA

Medical Director, Medical Management

Expertise: Family Practice

Certifications: Fellow, American Academy of Family Physicians

Thanh-Tam Nguyen, M.D., FAAP, MS

Medical Director, Whole Child Model

Expertise: Pediatrics, California Children's Services

Certifications: Fellow, American Academy of Pediatrics

Tanu Shweta Pandey, M.D., MPH, FACP

Medical Director, Appeals and Grievances/Case Management

Expertise: Internal Medicine, Preventive Medicine, Case management

Certifications: Fellow, American College of Physicians

Mohini Sinha, M.D.

Medical Director, Quality

Expertise: Pediatrics

Certifications: Diplomate, American Board of Pediatrics



PRESENTATIONS/INTRODUCTIONS

2. Public Housing Authorities in Orange County Presentation



MEMORANDUM

DATE: March 1, 2024

TO: CalOptima Health Board of Directors

FROM: Michael Hunn, Chief Executive Officer

SUBJECT: CEO Report — March 7, 2024, Board of Directors Meeting

COPY: Sharon Dwiers, Clerk of the Board; Member Advisory Committee; Provider Advisory Committee; and Whole-Child Model Family Advisory Committee

A. CalOptima Health Takes Protective Action Amid Change Healthcare Cyberattack

On February 21, Change Healthcare, a subsidiary of UnitedHealth Group, experienced a cyber incident, leading the organization to proactively take its systems offline to safeguard partners and patients. Change Healthcare offers tools for payment and revenue cycle management, and its system outages have disrupted operations in pharmacies and health systems across the country. UnitedHealth said that more than 90% of the nation's pharmacies have set up modified electronic claims processing workarounds, while the rest have set up offline processing systems. Certain Change Healthcare functions used by CalOptima Health have been impacted — primarily claims payments and claims clearinghouse services. Medical care, member services and treatment authorizations for CalOptima Health members remain unaffected by the incident. CalOptima Health established alternative business processes to ensure continuity of operations and sent providers information about alternate options for billing. To mitigate risks, we disconnected our systems from UnitedHealth Group subsidiaries, including Change Healthcare and Optum Healthcare, the latter of which acquired Change Healthcare in 2021. While we anticipate restoring connectivity with the Optum network shortly, contingent upon receiving an attestation letter certifying network safety, the recovery process for the Change Healthcare network is anticipated to take significantly longer. The Department of Health Care Services (DHCS) was notified of the incident within the required 24-hour timeframe.

B. PACE Earns a High Participant Satisfaction Score

CalOptima Health's Program of All-Inclusive Care for the Elderly (PACE) participated in an annual participant satisfaction survey, conducted by a third-party research firm. The program received the second-highest overall participant satisfaction score in the state, at 94%, compared with an all-plan average of 89%. Nineteen other PACE organizations were surveyed. The scoring is based on participant interviews and assesses the full range of PACE services from medical care and therapies to meals and recreational activities. The commitment that our PACE team brings to their work every day is reflected in these high satisfaction results.

C. CalOptima Health Performs Well in DHCS Quality Measures

CalOptima Health is proud to announce achievements of meeting the 2022 DHCS standard for 100% of measures in the behavioral health; chronic disease management; and reproductive health and cancer

prevention domains. In the child health domain, CalOptima Health reached the 2022 DHCS standard for over 75% of measures. CalOptima Health met the 2022 DHCS standard for 93.3% of measures, ranking us among the top managed care plans in the state. CalOptima Health is not among the 18 plans across the state that received a sanction for low-quality standard results. We are very proud of our team and their continued focus on quality.

D. Medi-Cal Renewal and Adult Expansion Updates

- **Medi-Cal Expansion Community Collaborative**

CalOptima Health is launching outreach efforts to ensure potentially eligible individuals are aware of the opportunity to receive Medi-Cal coverage regardless of immigration status. In early February, staff invited more than a dozen community leaders who work with immigrant populations to join a community collaborative to share insights, expertise and guidance that will shape our communications and community engagement efforts. Input from these leaders will help ensure CalOptima Health appropriately uses Board-approved funding to outreach to the vulnerable populations who may benefit most from the Medi-Cal expansion.

- **Medi-Cal Renewal Robocalls and Emails**

CalOptima Health has been using a new technology tool in our Medi-Cal renewal texting campaign and recently expanded use of the tool by piloting robocalls and emails. In February, we deployed an English-only email reminding the April and May renewal groups to take action to keep their Medi-Cal. The email open rate was high, so we are hopeful about increasing the use of this strategy. Separately, we engaged the May cohort who only have landlines by sending a robocall (approximately 5,000 members). These additional outreach methods increase our ability to contact more members.

- **Santa Ana City Council Presentation on Medi-Cal Renewal/Expansion**

On February 20, County of Orange Social Services Agency (SSA) Director An Tran and I gave a presentation to the Santa Ana City Council regarding our ongoing Medi-Cal renewal efforts as well as Medi-Cal adult expansion. Councilmembers expressed appreciation for our proactive engagement with the city, including our coordination on an upcoming renewal and enrollment event on Saturday, April 13, at Centennial Park with Mayor Pro Tem Thai Viet Phan, SSA and other community partners. Significantly, nearly 53% of Santa Ana residents are CalOptima Health members, which is the most members in any single Orange County city.

- **Community Resource Fair**

CalOptima Health's highly successful series of 2023 community events focused on Medi-Cal renewal continues in 2024 and adds a focus on Medi-Cal adult expansion. The first event of the year is planned on Saturday, March 2, in Orange at El Modena High School. Attendees will be able to update their Medi-Cal contact information, apply for CalFresh and Medi-Cal, learn about community resources, and receive free food and diapers.

E. Government Affairs Updates

- **Commendation on Street Medicine Program**

On February 15, U.S. Rep. Katie Porter spoke on the floor of the U.S. House of Representatives to commend CalOptima Health's Street Medicine Program. CalOptima Health appreciates the support and looks forward to continuing our work with legislators to improve the community's response to homelessness and increase affordable housing in Orange County. Listen to her speech [here](#).

- **Federal Advocacy Trip**

In early February, leaders from the Government Affairs and Strategic Development departments traveled to Washington, D.C., for several policy and advocacy meetings in coordination with CalOptima Health's federal trade association, the Association for Community Affiliated Plans.

Following a day of policy sessions that featured health care advisors for the U.S. Senate Committee on Finance and the White House Domestic Policy Council, CalOptima Health met with all six offices of Orange County's U.S. House delegation as well as the office of U.S. Senator Alex Padilla to share recent updates and federal priorities regarding Street Medicine, Medi-Cal renewal, workforce development, prior authorization improvements, and more.

F. CalAIM Provider and Grantee Summit Draws Nearly 90 Organizations

CalOptima Health hosted our first-ever CalAIM Provider and Grantee Summit with 135 attendees from nearly 90 provider and community partner organizations. To celebrate the work we have accomplished together in providing CalAIM services, the event featured member success stories, a lived experience panel discussion and Q&A, and a keynote speech by Rishi Manchanda, M.D., MPH., President and CEO of HealthBegins. We look forward to continuing to work together in service to our members.

G. \$15 Million Cancer Screening Notice of Funding Opportunity Open Until March 29

CalOptima Health is offering \$15 million in first-round grant funding to increase early detection and reduce late-stage diagnoses of breast, cervical, colorectal and lung cancer among Medi-Cal members. This funding is part of a Board-approved five-year, \$50.1 million Comprehensive Community Cancer Screening and Support Program to improve quality and member experience during cancer screening and treatment. The grant application period closes March 29 at 5 p.m., with awards planned for June 2024. The notice of funding opportunity is posted on our [website](#).

H. New Program Forms Partnerships Between FQHCs and Homeless Shelters

On January 1, 2024, CalOptima Health launched the Homeless Clinic Access Program (HCAP), a partnership between Federally Qualified Health Centers (FQHCs) and homeless shelters to coordinate mobile clinics and provide accessible, reliable and quality medical care for individuals experiencing homelessness in Orange County. HCAP is designed to be inclusive and open to all members, regardless of network affiliation. Participating FQHCs will receive an incentive from CalOptima Health for providing services at shelters based on submitted claims documenting the services provided. Shelters will also receive an incentive for their participation in HCAP.

I. CalOptima Health Board Advisory Committees Seek New Members

CalOptima Health encourages interested members/family members, community members and providers to apply for several open seats on our Board of Directors' advisory committees. The Member Advisory Committee and Whole-Child Advisory Committee advise the Board and staff on member issues. The Provider Advisory Committee represents diverse provider constituencies, including hospitals, physicians, nurses, allied health professionals, long-term care services and community health centers. To learn more and apply, visit our website [here](#).

J. CalOptima Health Receives Advancing Equity Leadership Award

On February 24, Access California Services honored CalOptima Health at its Annual Gala with the Advancing Equity Leadership Award. Access California is a community-based organization offering direct health and human services to underserved populations, focusing on Arab-American and Muslim-American communities.

K. Staff Member Receives Award from Assemblywoman Cottie Petrie-Norris

On March 14, Soledad Rivera, Community Relations Manager at CalOptima Health will be honored as a 2024 Women of the Year Award by Assemblywoman Cottie Petrie-Norris. The award recognizes three women from Petrie-Norris' 73rd District for their service and leadership within their communities.

L. CEO Michael Hunn Serves on the Orange County Business Council Board

On February 15, I was reinstated to an additional term on the Orange County Business Council's (OCBC) Board of Directors. As part of our engagement with OCBC, CalOptima Health works with both health care and non-health care stakeholders on strategic initiatives and policy opportunities that improve Orange County's economic conditions and workforce climate for the benefit of our members, providers and community stakeholders.

M. CalOptima Health Gains Media Coverage

Reflecting the media's recognition of our ongoing innovation and program development, CalOptima Health received the following coverage:

- On February 5, CalOptima Health Executive Director of Medi-Cal/CalAIM Kelly Bruno-Nelson was interviewed for [Freed Associates' Healing Healthcare series](#) on how we are achieving CalAIM success through partnerships, collaboration and innovation.
- On February 8, CalOptima Health distributed a [press release](#) about the Board-approved \$15 million funding opportunity for cancer programs. [New Santa Ana](#) ran an article about the funding.
- On February 19, the [Orange County Business Journal](#) featured an interview with me about how CalOptima Health is addressing issues beyond traditional health insurance, such as homelessness, food insecurity, drug overdoses and more.
- On February 27, CalOptima Health distributed a [press release](#) about expanding our Street Medicine Program to Costa Mesa and Anaheim. The following media covered the news:
 - Huntington Beach News
 - [KFI Radio](#)



Fast Facts

March 2024

Mission: To serve member health with excellence and dignity, respecting the value and needs of each person.

Membership Data* (as of January 31, 2024)

Total CalOptima Health Membership 934,605	Program	Members
	Medi-Cal	916,772
	OneCare (HMO D-SNP)	17,380
	Program of All-InclusiveCare for the Elderly (PACE)	453
*Based on unaudited financial report and includes prior period adjustment		

Operating Budget (for seven months ended January 31, 2024)

	YTD Actual	YTD Budget	Difference
Revenues	\$2,730,304,350	\$2,424,435,616	\$305,868,734
Medical Expenses	\$2,541,970,688	\$2,271,978,004	(\$269,992,684)
Administrative Expenses	\$130,791,563	\$145,958,947	\$15,167,384
Operating Margin	\$57,542,099	\$6,498,665	\$51,043,434
Medical Loss Ratio (MLR)	93.1%	93.7 %	(0.6%)
Administrative Loss Ratio (ALR)	4.8%	6.0%	1.2%

Note: Totals may not add due to rounding

Reserve Summary (as of January 31, 2024)

	Amount (in millions)
Board Designated Reserves	\$631.9*
Capital Assets (Net of depreciation)	\$94.4
Resources Committed by the Board	\$581.3
Resources Unallocated/Unassigned	\$499.0*
Total Net Assets	\$1,806.6

*Total of Board-designated reserves and unallocated resources can support approximately 96 days of CalOptima Health's current operations.

Total Annual Budgeted Revenue

\$4 Billion

NOTE: CalOptima Health receives its funding from state and federal revenues only. CalOptima Health does not receive any of its funding from the County of Orange.

[Back to Agenda](#)

CalOptima Health Fast Facts

March 2024

Personnel Summary (as of February 24, 2024, pay period)

	Filled	Open	Vacancy % Medical	Vacancy % Administrative	Vacancy % Combined
Staff	1,310.05	84.6	46.57%	53.43%	6.07%
Supervisor	77	5	40%	60%	6.10%
Manager	113	10	54.55%	45.45%	8.13%
Director	60.75	5	40%	60%	7.60%
Executive	19	3	---	100%	13.64%
Total FTE Count	1,579.8	107.6	47.89%	52.11%	6.38%

FTE count based on position control reconciliation and includes both medical and administrative positions.

Provider Network Data (as of January 31, 2024)

	Number of Providers
Primary Care Providers	1,235
Specialists	9,330
Pharmacies	553
Acute and Rehab Hospitals	39
Community Health Centers	52
Long-Term Care Facilities	104

Treatment Authorizations (as of December 31, 2023)

	Mandated	Average Time to Decision
Inpatient Concurrent Urgent	72 hours	8.30 hours
Prior Authorization – Urgent	72 hours	16.09 hours
Prior Authorization – Routine	5 days	2.28 days

Average turnaround time for routine and urgent authorization requests for CalOptima Health Community Network.

Member Demographics (as of January 31, 2024)

Member Age		Language Preference		Medi-Cal Aid Category	
0 to 5	8%	English	55%	Temporary Assistance for Needy Families	39%
6 to 18	23%	Spanish	30%	Expansion	38%
19 to 44	36%	Vietnamese	9%	Optional Targeted Low-Income Children	7%
45 to 64	20%	Other	2%	Seniors	10%
65 +	13%	Korean	2%	People With Disabilities	5%
		Farsi	1%	Long-Term Care	<1%
		Chinese	<1%	Other	<1%
		Arabic	<1%		

**MINUTES
REGULAR MEETING
OF THE
CALOPTIMA HEALTH BOARD OF DIRECTORS
February 1, 2024**

A Regular Meeting of the CalOptima Health Board of Directors (Board) was held on February 1, 2024, at CalOptima Health, 505 City Parkway West, Orange, California. The meeting was held in person and via Zoom webinar as allowed for under Assembly Bill (AB) 2449, which took effect after Governor Newsom ended the COVID-19 state of emergency on February 28, 2023. The meeting recording is available on CalOptima Health’s website under Past Meeting Materials. Chair Corwin called the meeting to order at 2:02 p.m., and Vice Chair Isabel Becerra led the Pledge of Allegiance.

ROLL CALL

Members Present: Clayton Corwin, Chair; Isabel Becerra, Vice Chair; Maura Byron; Supervisor Doug Chaffee; Blair Contratto; Norma García Guillén; Jose Mayorga, M.D.

(All Board members in attendance participated in person)

Members Absent: Debra Baetz (non-voting); Supervisor Vicente Sarmiento; Trieu Tran, M.D.

Others Present: Michael Hunn, Chief Executive Officer; Yunkyung Kim, Chief Operating Officer; James Novello, Outside General Counsel, Kennaday Leavitt; Nancy Huang, Chief Financial Officer; Richard Pitts, D.O., Ph.D., Chief Medical Officer; Sharon Dwiers, Clerk of the Board

Chair Corwin announced that he was reordering the agenda to hear the Closed Session agenda items immediately following Presentations/Introductions.

PRESENTATIONS/INTRODUCTIONS

1. Ceremonial Oath of Office – Director Maura Byron

The Clerk of the Board administered the ceremonial Oath of Office for Director Maura Byron, and the Board members welcomed her to the CalOptima Health Board.

2. United Way Presentation

Becks Heyhoe, Executive Director, United to End Homelessness, Orange County United Way, presented an update on a pilot program that United to End Homelessness launched with CalOptima Health. The pilot program, Whatever it Takes serves CalOptima Health members who are experiencing homelessness or housing insecurity. The program was developed to complement California Advancing and Innovating Medi-Cal’s (CalAIM’s) Housing Transition Navigation & Deposit services and enhance support to CalOptima Health provider agencies. Ms. Heyhoe noted that program features include the Whatever it Takes Fund, Training & Technical Assistance, and Housing Location Services. She also noted that the Whatever it Takes Fund is a pool of flexible funding that can go toward helping CalOptima Health members overcome financial barriers, for example, coming up with a double security deposit, funding to pay off their rent, or assistance with application fees. United to End Homelessness has trained and onboarded 35 agencies that are providing the housing suite of services and have already received 284 requests for assistance for this flexible funding. Ms. Heyhoe added that the top three claims for this funding are transportation, furnishings, and landlord incentives.

3. 29th Annual Report on the Conditions of Children in Orange County

Lisa Burke, Vice President, Learning and Community Engagement, First 5 and Sara Marchese, M.D., FAAP, Medical Director, County of Orange Social Services Agency (SSA), presented on the 29th Annual Report on the Conditions of Children in Orange County.

Ms. Burke noted that the Annual Report on the Conditions of Children in Orange County is put out every year by the SSA and First 5 is under contract with SSA to help gather and analyze the data putting the report together and holding community forums to engage the public with this data. Ms. Burke added that there may be opportunities to leverage this data with CalOptima Health data. She also noted that the report looks at how children in Orange County are faring across four major pillars: good health; economic well-being; educational achievement, and safe homes and communities. There is about 10 years of data for most of the indicators in the report, which shows the trends on whether the measures are improving, worsening, or staying the same. Ms. Burke reviewed the report in greater detail.

Dr. Marchese reviewed additional datasets that align with CalOptima Health's existing initiatives, including measures that are in the Department of Health Care Services (DHCS) managed care accountability set, as well as HEDIS measures. Dr. Marchese noted that the data is broken down so that a reader can look at, for example, children under 19 living in poverty in Orange County and that measure is at 10.8%, a 10-year low and lower than the rest of California. However, if you look a little deeper at some of the information by community resonance, it tells a different story. You will see yellow are the rates of those children living in those communities of residents, the percentage living in poverty range from 14% to almost 40%. Overall, the County is doing well, but Dr. Marchese said if you delve into the data there are communities of residents that are at risk. This is true for many of the measures. Dr. Marchese reviewed the measures in greater detail and provided handouts for the Board and the public.

Dr. Marchese, Ms. Burke, and staff responded to the Board's questions and comments.

Vice Chair Becerra asked that staff consider taking a deeper dive into the communities that are at greater risk and to find solutions to address the inequities in Orange County.

Public comment was received on this item.

CLOSED SESSION

The Board adjourned to Closed Session at 2:49 p.m. CS-1. PUBLIC EMPLOYEE PERFORMANCE EVALUATION Pursuant to Government Code Section 54957(b)(1): CHIEF EXECUTIVE OFFICER MICHAEL HUNN; CS-2. CONFERENCE WITH LEGAL COUNSEL – STRATEGY ON EXISTING LITIGATION Pursuant to Government Code Section 54956.9(d)(1); CS-3. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION Pursuant to Government Code Section 54956.9(d)(2) or (3): 2 Cases

The Board reconvened to open session at 3:56 p.m. The Clerk re-established a quorum.

ROLL CALL

Members Present: Clayton Corwin, Chair; Isabel Becerra, Vice Chair; Maura Byron; Supervisor Doug Chaffee; Blair Contratto; Norma García Guillén; Jose Mayorga, M.D.

(All Board members in attendance participated in person)

Members Absent: Debra Baetz (non-voting); Supervisor Vicente Sarmiento; Trieu Tran, M.D.

Chair Corwin noted for the record that there were no reportable actions taken in Closed Session.

MANAGEMENT REPORTS

4. Chief Executive Officer Report

Michael Hunn, Chief Executive Officer, started his report by welcoming Director Maura Byron to the CalOptima Health Board. He noted that most recently Director Byron had served as the Chair of CalOptima Health's Member Advisory Committee. Mr. Hunn also noted that Director Byron is the Executive Director of Family Support Network, which is an organization that provides resources and advocacy services for families and children with special needs.

Mr. Hunn reviewed the Fast Facts data and reported that CalOptima Health currently serves about 954,000 individuals. CalOptima Health spends 92.2% of every dollar on medical care, and 4.6% is the overhead cost to administer the program.

CalOptima Health's Board-designated reserves are \$629.3 million; its capital assets are \$94 million; its resources committed by the Board are \$606.9 million; and its unallocated and unassigned resources are \$478.9 million. Mr. Hunn noted that CalOptima Health's total net assets are currently \$1.8 billion.

Mr. Hunn also reviewed the CalOptima Health personnel data and noted that there are about 1,600 employees with a vacancy/turnover rate of about 6.75% as of the January 13, 2024, pay period. CalOptima Health's vacancy/turnover target is to be at less than 12.5% to 15% at any given time.

Mr. Hunn reviewed the provider data, noting that CalOptima Health has about 10,400 providers, 1,247 primary care providers, and 9,153 specialists; 553 pharmacies; 43 acute and rehab hospitals; 52 community health centers; and 107 long term care facilities.

Mr. Hunn reviewed CalOptima Health's treatment authorizations, noting that the data is as of November 30, 2023. For urgent inpatient treatment authorizations, the average approval is within 9.84 hours; the state-mandated response is 72 hours. For urgent prior authorizations, the average approval is within 21.15 hours; the state-mandated response is 72 hours. And for routine prior authorizations, the average approval is 2.20 days; the state-mandated response is 5 days.

Mr. Hunn updated the Board on CalOptima Health's new members that have joined through Medi-Cal expansion, which now allows adults ages 26 to 49 to qualify for Medi-Cal regardless of immigration status. He added that the prior expansion extended coverage to undocumented children, young adults, and people over the age of 50 whose immigration status previously limited their access to full scope Medi-Cal, and only covered them in emergencies. Now the members under the new expansion and the prior expansion will transition into CalOptima Health members. As of January 2024, CalOptima Health has 48,430 individuals from these two expansion populations.

Mr. Hunn provided several other updates, including the following: Kelly Bruno-Nelson, Executive Director, Medi-Cal/CalAIM being appointed to the Orange County Commission to End Homelessness; an update on CalOptima Health's new medical platform, Jiva, which went live February 1, 2024; federal approval received for California's Managed Care Organization tax; and an update on the Governor's release of the fiscal year 2024-25 Proposed State Budget.

In addition to several other updates, Mr. Hunn closed his report with comments regarding Prime Healthcare and CalOptima Health's contract notice to Prime Healthcare to make a change to the contract. Mr. Hunn noted that there will be members from the community present to speak to this issue as part of public comment. He added that for any CalOptima Health members that are present today, there are customer service representatives available to meet if they have any questions. Private rooms are also available for these conversations. CalOptima Health also has provider representatives available to speak to any providers who may have questions about the contract changes. Mr. Hunn reported that effective February 5, 2024, CalOptima Health will be terminating, without cause, its Medi-Cal and OneCare contracts with the following hospitals: Garden Grove Hospital and Medical Center; Huntington Beach Hospital; La Palma Intercommunity Hospital and West Anaheim Medical Center. These four hospitals are owned by Prime Healthcare, which is the fifth largest for-profit health system in the country. All CalOptima Health provider contracts include a without cause termination provision in Article 7, Section 7.8, which states that either party may terminate the contract with or without cause with 90 days' written notice to the other party. Mr. Hunn also noted that CalOptima Health's regulator, the DHCS reviewed and approved the contract termination and member notification letters to its members. He added that any individual, at any time in the community, can go to any emergency room and receive care whether that hospital or medical center is contracted with CalOptima Health or not. That care is guaranteed under federal law. If the patient absolutely needs to be admitted and there is not another bed available elsewhere, that hospital or medical center can admit and treat that patient and receive reimbursement for the care provided.

Mr. Hunn provided additional details regarding Prime Healthcare contract termination and then the Board heard 14 public comments related to the contract termination.

PUBLIC COMMENTS

1. Vasila Ahmad, Supervisor Sarmiento's Office: Oral report regarding Agenda Item 3, 29th Annual Report on the Conditions of Children in Orange County.
2. Wendy Bailes, CalOptima Health Patient/Member: Oral report regarding the Prime Healthcare termination.
3. Stephanie Phillips, CalOptima Health Member/Patient: Oral report regarding the Prime Healthcare termination.
4. Dr. True McMahan, Medical Director, ER Medical Director at Garden Grove Hospital and Medical Center: Oral report regarding the Prime Healthcare termination.
5. Brendan Barth, Patient Advocate: Oral report regarding the Prime Healthcare termination.
6. Robin Wilson, CalOptima Health Member/Patient: Oral report regarding the Prime Healthcare termination.
7. Sandra McDaniel Laughlin, West Anaheim Medical Center: Oral report regarding the Prime Healthcare termination.
8. William Fessler, West Anaheim Medical Center Patient: Oral report regarding the Prime Healthcare termination.
9. Dr. Abishek Rizal, GGH and HBH, did not speak when called, but an individual who identified herself as one of the patient experience regional leads for Prime Healthcare spoke instead: Oral report regarding the Prime Healthcare termination.
10. Frances Pugan, West Anaheim Medical Center Patient: Oral report regarding the Prime Healthcare termination.
11. Dr. David Ngo, Huntington Beach Physician: Oral report regarding the Prime Healthcare termination.
12. Mark Gamble, HASC: Oral report regarding the Prime Healthcare termination.
13. Amy Searls, Garden Grove Hospital Patient Advocate: Oral report regarding the Prime Healthcare termination.
14. Dan Brothman, CEO Garden Grove and Huntington Beach Hospitals: Oral report regarding the Prime Healthcare termination.
15. Registered Nurse, Huntington Beach Hospital: Oral report regarding the Prime Healthcare termination.
16. Steve McNally, Costa Mesa Resident and OC Behavioral Health Board member: Oral report regarding Agenda Item 14.c, Federal and State Legislative Advocates Reports.
17. Steve McNally, Costa Mesa Resident: Oral report regarding Agenda Item 15, Authorize Actions Related to the Medi-Cal School Mental Health Provider Contracts.
18. Steve McNally, Costa Mesa Resident: Oral report regarding Agenda Item 19, Select and Enter into Grant Agreements with Street Medicine Providers.

CONSENT CALENDAR

5. Minutes

- a. Approve Minutes of the December 7, 2023 Regular Meeting of the CalOptima Health Board of Directors
- b. Receive and File Minutes of the October 17, 2023 Special Meeting of the CalOptima Health Board of Directors' Quality Assurance Committee

6. Approve New CalOptima Health Policy GG.1357: Population Health Management Transitional Care Services

7. Authorize Actions Related to Membership of the CalOptima Health Board of Directors' Finance and Audit Committee and Quality Assurance Committee

8. Approve Appointment of the CalOptima Health Board of Directors' Member Advisory Committee Chair

9. Approve Actions Related to Federal Advocacy Services

10. Approve Actions Related to State and Local Advocacy Services

11. Ratify and Authorize Actions Related to Contracts for Professional Services to Support Information Technology Services

12. Authorize Utilization of a Customized Contract to Execute an Amendment with Sitecore

13. Receive and File Closed and Open Board Ad Hoc Committees

14. Receive and File:

- a. November and December 2023 Financial Summaries
- b. Compliance Report
- c. Federal and State Legislative Advocates Reports*
- d. CalOptima Health Community Outreach and Program Summary

*Public Comment received on 14.c. as noted under Public Comment.

Action: On motion of Vice Chair Becerra, seconded and carried, the Board of Directors approved the Consent Calendar Agenda Items 5 through 14, as presented. (Motion carried; 7-0-0; Supervisor Sarmiento and Director Tran absent)

REPORTS/DISCUSSION ITEMS

15. Authorize Actions Related to the Medi-Cal School Mental Health Provider Contracts

The Board heard public comment on this item as noted under Public Comment.

Director Mayorga asked staff to remind the public and the Board of any investments in mental health recently particularly to support school districts.

Yunkyung Kim, Chief Operating Officer, responded that CalOptima Health is participating in the Student Behavioral Health Incentive Program (SBHIP) and has been able to draw down \$25 million in funds to support the 29 school districts in Orange County. The action before the Board today allows those school districts to bill CalOptima Health for services that are rendered to students who are members.

Action: *On motion of Director Contratto, seconded and carried, the Board of Directors: 1.) Authorized the Chief Executive Officer to execute Medi-Cal Professional Services Contracts with Orange County's School Districts for school mental health services, effective January 1, 2024; and 2.) Authorized unbudgeted expenditures and appropriate funds from existing reserves for Medi-Cal covered school mental health services in an amount up to \$750,000 for the period of January 1, 2024, through June 30, 2024. (Motion carried; 7-0-0; Supervisor Sarmiento and Director Tran absent)*

16. Approve the CalOptima Health Comprehensive Community Cancer Screening and Support Program Initiatives and Actions to Develop and Release a Notice of Funding Opportunity
Director Mayorga did not participate in this item due to his role as Executive Director at UC Irvine Health.

Action: *On motion of Director Contratto, seconded and carried, the Board of Directors: 1.) Approved the proposed CalOptima Health Comprehensive Community Cancer Screening and Support Program Initiatives: a.) Community Grants; b.) Orange County Cancer Screening and Support Collaborative; c.) Vendor Contracts to Support the Member Journey; d.) Program Research and Evaluation; e.) Internal Program Support; 2.) Authorized CalOptima Health staff to develop and release a Comprehensive Community Cancer Screening and Support notice of funding opportunity (NOFO) to advance the goals of the program; 3.) Authorized up to \$15 million from the previously Board-allocated \$50.1 million for the CalOptima Health Comprehensive Community Cancer Screening and Support Program to fund the first round of community grants; and 4.) Made a finding that such expenditures are for a public purpose and in furtherance of CalOptima Health's mission and purpose. (Motion carried; 6-0-0; Director Mayorga recused; Supervisor Sarmiento and Director Tran absent)*

17. Approve Actions Related to Homelessness Prevention and Stabilization Pilot Program
Supervisor Chaffee commented on this item noting that Supervisor Sarmiento put this program together and that it would take some time before the program becomes fully operational. Supervisor Chaffee added that his office sponsored a rent stabilization program that is effective today and has a hotline. He noted that this is for families that may be in danger of losing their housing. The goal of the program is to help families keep their housing and help them achieve economic stability after the program.

Action: *On motion of Supervisor Chaffee, seconded and carried, the Board of Directors Authorized planning and coordination of California Advancing and Innovating Medi-Cal (CalAIM) services for CalOptima Health members who enroll in the County of Orange (County) Homelessness Prevention and Stabilization Pilot Program (Program). (Motion carried; 7-0-0; Supervisor Sarmiento and Director Tran absent)*

18. Authorize Actions Related to Public Housing Authorities in Orange County

Action: *On motion of Director García Guillén, seconded and carried, the Board of Directors Authorized the Chief Executive Officer to enter into a Memorandum of Understanding (MOU) with the four Public Housing Authorities (PHAs) in Orange County to create a referral framework for California Advancing and Innovating Medi-Cal (CalAIM) supportive services for CalOptima Health members receiving or eligible to receive a housing voucher. (Motion carried; 7-0-0; Supervisor Sarmiento and Director Tran absent)*

19. Select and Enter into Grant Agreements with Street Medicine Providers

Director Becerra did not participate in this item due to her role as Chief Executive Officer of the Coalition of Orange County Community Health Centers.

The Board received public comment on this item as noted under Public Comment.

Director García Guillén made a motion to table this item until the March 7, 2024, Board meeting.

Action: *On motion of Director García Guillén, seconded and carried, the Board of Directors Approved a Motion to Table Agenda Item 19. Select and Enter into Grant Agreements with Street Medicine Providers, until the March 7, 2024, Board Meeting. (Motion carried; 5-1-0; Vice Chair Becerra recused; Directors Byron, Contratto, García Guillén, and Mayorga and Chair Corwin voting yes; Supervisor Chaffee voting no; Supervisor Sarmiento and Director Tran absent)*

20. Approve Actions Related to Expanding Intergovernmental Transfer Funding Partners

Director Mayorga did not participate in this item due to his role as Executive Director at UC Irvine Health.

Action: *On motion of Vice Chair Becerra, seconded and carried, the Board of Directors Directed the Chief Executive Officer, or designees, to outreach to additional entities eligible to participate in the Intergovernmental Transfer (IGT) Voluntary Rate Range Program in order to maximize sources of funding for Medi-Cal programs, thereby expanding access to services for members and supporting fair reimbursement levels for providers that serve the community. (Motion carried; 6-0-0; Director Mayorga recused; Supervisor Sarmiento and Director Tran absent)*

ADVISORY COMMITTEE UPDATES

21. Regular Joint Meeting of the Member Advisory Committee and the Provider Advisory Committee Update

This update was received and filed as Jena Jensen, Chair, Provider Advisory Committee, had a previous commitment.

BOARD MEMBER COMMENTS AND BOARD COMMITTEE REPORTS

Supervisor Chaffee thanked Kelly Bruno-Nelson and her team for the great work being done on CalAIM.

ADJOURNMENT

Hearing no further business, Chair Corwin adjourned the meeting at 5:44 p.m.

/s/ Sharon Dwiars
Sharon Dwiars
Clerk of the Board

Approved: March 7, 2024

CALOPTIMA HEALTH BOARD ACTION AGENDA REFERRAL

Action To Be Taken March 7, 2024

Regular Meeting of the CalOptima Health Board of Directors

Consent Calendar

5. Ratify Amendments to CalOptima Health's Primary and Secondary Agreements with the California Department of Health Care Services Related to Rate Changes

Contacts

Nancy Huang, Chief Financial Officer, (657) 235-6935

John Tanner, Chief Compliance Officer, (657) 235-6997

Recommended Action

Ratify amendments to CalOptima Health's Primary and Secondary Agreements with the California Department of Health Care Services (DHCS) related to rate changes.

Background

As a County Organized Health System (COHS), CalOptima Health contracts with DHCS to provide health care services to Medi-Cal members in Orange County. In January 2024, CalOptima Health entered into new Primary and Secondary Agreements with DHCS. Amendments to the new agreements are summarized in the attached appendix, including the new Primary Agreement numbered Agreement 23-30235 and the new Secondary Agreement numbered Agreement 23-30267, which extends the Primary and Secondary Agreements to December 31, 2024. The Primary Agreement contains, among other terms and conditions, the payment rates CalOptima Health receives from DHCS to provide health care services. The Secondary Agreement is a companion agreement to CalOptima Health's Primary Agreement to cover specific Medi-Cal state-supported services to CalOptima Health's members enrolled under the Primary Agreement.

Discussion

Calendar Year (CY) 2024 Mainstream Rates

The mainstream rates for January 1, 2024, through December 31, 2024, were first sent to CalOptima Health as draft rates in October 2023, and as final rates in December 2023.

On January 24, 2024, and February 1, 2024, DHCS provided CalOptima Health with an amendment to the Primary Agreement and Secondary Agreement respectively, which updated CY 2024 capitation rates. DHCS requested that CalOptima Health sign and return the Primary Agreement amendment by no later than Wednesday, February 7, 2024, and the Secondary Agreement amendment by no later than Thursday, February 15, 2024.

In order to meet DHCS's deadline, CalOptima Health procured the Chair's signature on February 1, 2024, and returned the signed amendments to DHCS. As such, staff requests the CalOptima Health Board of Directors ratify the Board Chair's execution of the amendments with the DHCS.

The CY 2024 rates were updated by DHCS and include the following program change considerations:

- Program change adjustments for targeted rate increases, including shifting of Proposition 56 physician services supplemental payments to base rates and transitional care services.
- Updates to rate add-ons for adverse childhood experiences screening, developmental screening, Proposition 56 family planning, Hospital Quality Assurance Fee, and Managed Care Organization tax.
- Base adjustments such as a healthcare common procedure coding system (HCPCS) efficiency adjustment and a Kaiser base data adjustment.
- Population acuity adjustment for the satisfactory immigration status and unsatisfactory immigration status populations.
- Projected enrollment informed by enrollment through August 2023.
- Program changes such as:
 - Community supports;
 - Dyadic services; and
 - Undocumented adult expansion.
- Seniors and Persons with Disabilities/Long-Term Care blend percentages updates in line with projected enrollment updates.
- Risk adjustment updates to include risk scores for members globally subcapitated to Kaiser.
- Rates add-ons for Enhanced Care Management and maternity rates.
- Hyde rates updated from draft to reflect final review of the abortion base data for State Fiscal Year 2021-2022 period and also include Proposition 56 add-on amounts.

Fiscal Impact

Compared to CY 2023 rates, the final draft CY 2024 rates are 3.0% or \$9.77 per member per month higher on average for Medi-Cal incorporating all the program changes as mentioned above.

The financials will reflect actual performance for the current fiscal year utilizing the final draft rates. Staff will include updated rates for the period of July 1, 2024, through December 31, 2024, in the CalOptima Health FY 2024-25 Operating Budget.

Rationale for Recommendation

DHCS develops capitation rates according to base data reported by CalOptima Health through the rate development template process and adjusted for trends and program changes. Execution of the contract amendment will ensure revenues, expenses, and cash payment are consistent with the approved budget to support CalOptima Health operations.

Concurrence

James Novello, Outside General Counsel, Kennaday Leavitt

Attachment

1. [Appendix Summary of Amendments to Primary and Secondary Agreements with DHCS](#)

/s/ Michael Hunn
Authorized Signature

03/01/2024
Date

APPENDIX TO AGENDA ITEM 5

The following is a summary of amendments to the Primary Agreement (23-30235) approved by the CalOptima Health Board of Directors (Board) to date:

Amendments to Primary Agreement	Board Approval
Primary Agreement 23-30235 provides language and benefit changes effective January 1, 2024.	December 7, 2023
A-01 incorporates Calendar Year (CY) 2024 capitation rates.	March 7, 2024

The following is a summary of amendments to the Primary Agreement (08-85214) approved by the CalOptima Health Board of Directors (Board) to date:

Amendments to Primary Agreement	Board Approval
A-01 provided language changes related to Indian Health Services, home and community-based services, and addition of aid codes effective January 1, 2009.	October 26, 2009
A-02 provided rate changes that reflected implementation of the gross premiums tax authorized by AB 1422 (2009) for the period January 1, 2009, through June 30, 2009.	October 26, 2009
A-03 provided revised capitation rates for the period July 1, 2009, through June 30, 2010; and rate increases to reflect the gross premiums tax authorized by AB 1422 (2009) for the period July 1, 2009, through June 30, 2010.	January 7, 2010
A-04 included the necessary contract language to conform to AB X3 (2009), to eliminate nine (9) Medi-Cal optional benefits.	July 8, 2010
A-05 provided revised capitation rates for the period July 1, 2010, through June 30, 2011, including rate increases to reflect the gross premium tax authorized by AB 1422 (2009), the hospital quality assurance fee (QAF) authorized by AB 1653 (2010), and adjustments for maximum allowable cost pharmacy pricing.	November 4, 2010
A-06 provided revised capitation rates for the period July 1, 2010, through June 30, 2011, for funding for legislatively mandated rate adjustments to Long Term Care facilities effective August 1, 2010; and rate increases to reflect the gross premiums tax on the adjusted revenues for the period July 1, 2010, through June 30, 2011.	September 1, 2011
A-07 included a rate adjustment that reflected the extension of the supplemental funding to hospitals authorized in AB 1653 (2010), as well as an Intergovernmental Transfer (IGT) program for Non-Designated Public Hospitals (NDPHs) and Designated Public Hospitals (DPHs).	November 3, 2011
A-08 provided revised capitation rates for the period July 1, 2010, through June 30, 2011, for funding related to the Intergovernmental Transfer (IGT) Agreement between CalOptima and the University of California, Irvine.	March 3, 2011

Amendments to Primary Agreement	Board Approval
A-09 included contract language and supplemental capitation rates related to the addition of the Community Based Adult Services (CBAS) benefit in managed care plans.	June 7, 2012
A-10 included contract language and capitation rates related to the transition of Healthy Families Program (HFP) subscribers into CalOptima's Medi-Cal program	December 6, 2012
A-11 provided capitation rates related to the transition of HFP subscribers into CalOptima's Medi-Cal program.	April 4, 2013
A-12 provided capitation rates for the period July 1, 2011 to June 30, 2012.	April 4, 2013
A-13 provided capitation rates for the period July 1, 2012 to June 30, 2013	June 6, 2013
A-14 extended the Primary Agreement until December 31, 2014	June 6, 2013
A-15 included contract language related to the mandatory enrollment of seniors and persons with disabilities, requirements related to the Balanced Budget Amendment of 1997 (BBA) and Health Insurance Portability and Accountability Act (HIPAA) Omnibus Rule	October 3, 2013
A-16 provided revised capitation rates for the period July 1, 2012, through June 30, 2013 and revised capitation rates for the period January 1, 2013, through June 30, 2014 for Phases 1, 2 and 3 transition of Healthy Families Program (HFP) children to the Medi-Cal program	November 7, 2013
A-17 included contract language related to implementation of the Affordable Care Act, expansion of Medi-Cal, the integration of the managed care mental health and substance use benefits and revised capitation rates for the period July 1, 2013 through June 30, 2014.	December 5, 2013
A-18 provided revised capitation rates for the period July 1, 2013, through June 30, 2014.	June 5, 2014
A-19 extended the Primary Agreement until December 31, 2015 and included language that incorporates provisions related to Medicare Improvements for Patients and Providers Act (MIPPA)-compliant contracts and eligibility criteria for Dual Eligible Special Needs Plans (D-SNPs)	August 7, 2014
A-20 provided revised capitation rates for the period July 1, 2012, through June 30, 2013, for funding related to the Intergovernmental Transfer (IGT) Agreement between CalOptima and the University of California, Irvine and Optional Targeted Low-Income Child Members	September 4, 2014
A-21 provided revised 2013-2014 capitation rates.	November 7, 2013
A-22 revised capitation rates for Fiscal Year (FY) 2013-14 and added an aid code to implement Express Lane/CalFresh Eligibility	November 6, 2014
A-23 revised ACA 1202 rates for January – June 2014, established base capitation rates for FY 2014-2015, added an aid code related to the OTLIC and AIM programs, and contained language revisions related to supplemental payments for coverage of Hepatitis C medications.	December 4, 2014

Amendments to Primary Agreement	Board Approval
A-24 revises capitation rates to include SB 239 Hospital Quality Assurance Fees for the period January 1, 2014 to June 30, 2014.	May 7, 2015
A-25 extends the contract term to December 31, 2016. DHCS is obtaining a continuation of the services identified in the original agreement.	May 7, 2015
A-26 adjusts the 2013-2014 Intergovernmental Transfer (IGT) rates.	May 7, 2015
A-27 adjusts 2013-2014 capitation rates for Optional Expansion and SB 239.	May 7, 2015
A-28 incorporates language requirements and supplemental payments for BHT into primary agreement.	October 2, 2014
A-29 added optional expansion rates for January- June 2015; also added updates to MLR language.	April 2, 2015
A-30 incorporates language regarding Provider Preventable Conditions (PPC), determination of rates, and adjustments to 2014-2015 capitation rates with respect to Intergovernmental Transfer (IGT) Rate Range and Hospital Quality Assurance Fee (QAF).	December 1, 2016
A-31 extends the Primary Agreement with DHCS to December 31, 2020.	December 1, 2016
A-32 incorporates base rates for July 2015 to June 2016 with Behavioral Health Treatment (BHT) and Hepatitis–C supplemental payments, and Partial Dual/Medi-Cal only rates, and added aid codes 4U, and 2P–2U as covered aid codes.	February 2, 2017
A-33 incorporates base rates for July 2016 to June 2017.	February 2, 2017
A-34 incorporates revised Adult Optional Expansion rates for January 2015 to June 2015. These rates were revised to include the impact of the Hospital Quality Assurance Fee (HQAF) required by Senate Bill (SB) 239.	June 1, 2017
A-35 incorporates Managed Long–Term Services and Supports (MLTSS) into CalOptima’s Primary Agreement with the DHCS.	March 6, 2014 February 2, 2017
A-36 incorporates revised base rates for July 2015 to June 2016.	December 7, 2017
A-37 incorporates revised base rates for July 2016 to June 2017.	February 7, 2019
A-38 incorporates full dual rates for Calendar Year (CY) 2015	August 1, 2019
A-39 incorporates full dual rates for Calendar Year (CY) 2016	August 1, 2019
A-40 incorporates Final Rule contract language.	June 1, 2017 February 6, 2020
A-41 incorporates base rates for July 2017 to June 2018, Transportation, American Indian Health Program, Mental Health Parity, CCI updates and Adult Expansion Risk Corridor language for SFY 2017-18.	December 7, 2017 June 7, 2018 February 6, 2020
A-42 incorporated revised base rates for July 2017 to June 2018, directed payments language and mental health parity documentation requirements.	August 1, 2019
A-43 incorporates revises Hospital Quality Assurance Fee (HQAF) rates for January 1, 2017 to June 30, 2017.	August 1, 2019
A-44 incorporates full dual rates for Calendar Year (CY) 2017.	August 1, 2019

Amendments to Primary Agreement	Board Approval
A-45 incorporates the new requirements of the 2018 Final Rule Amendment, Behavioral Health Treatment (BHT) and State Fiscal Year (SFY) 2018 – 19 capitation rates	June 7, 2018 August 1, 2019 August 6, 2020
A-46 incorporates full dual rates for Calendar Year (CY) 2018.	August 1, 2019
A-47 incorporates full dual rates for Calendar Year (CY) 2019.	October 1, 2020
A-48 incorporates new Bridge Period, Health Homes Program (HHP) and Whole Child Model (WCM) language and adds 2019 – 2020 capitation rates	June 7, 2018 October 1, 2020 February 4, 2021
A-49 extends the Primary Agreement with DHCS to December 31, 2021	November 5, 2020
A-50 incorporates full dual rates for Calendar Year (CY) 2020.	February 4, 2021
A-51 incorporates full dual rates for Calendar Year (CY) 2021.	February 4, 2021
A-52 incorporates Calendar Year (CY) 2021 base amendment contract language.	October 7, 2021
A-53 incorporates Calendar Year (CY) 2021 fall amendment contract language.	October 7, 2021
A-54 extends the Primary Agreement with DHCS to December 31, 2022.	October 7, 2021
A-55 incorporates full dual rates for Calendar Year (CY) 2022.	March 3, 2022
A-56 incorporates updated Bridge Period (July 1, 2019 – December 31, 2020) capitation payment rates that are now split into rates for Satisfactory Immigration Status (SIS) and Unsatisfactory Immigration Status (UIS) members, and includes new corresponding rate tables that split each existing category into a SIS and UIS version.	October 1, 2020
A-57 incorporates Calendar Year (CY) 2022 risk mitigation language.	March 3, 2022
A-58 incorporates the COVID Vaccination Incentive Program.	March 3, 2022
A-59 incorporates new Calendar Year (CY) 2022 capitation rates and benefit changes implemented in CY 2022	August 5, 2021 March 3, 2022 August 4, 2022
A-60 incorporates new benefits changes for Calendar Year (CY) 2022.	August 4, 2022
A-61 incorporates new benefit changes for Calendar Year (CY) 2022.	May 4, 2023
A-62 extends the Primary Agreement with DHCS to December 31, 2023.	May 5, 2022
A-63 incorporates new benefits changes for Calendar Year (CY) 2023.	February 2, 2023
A-64 incorporates updated Calendar Year (CY) 2021 capitation payment rates that are now split into rates for Satisfactory Immigration Status (SIS) members and Unsatisfactory Immigration Status (UIS) members.	Not applicable due to non – substantive changes.
A-65 incorporates updated Calendar Year (CY) 2022 Public Health Emergency (PHE) capitation rates.	November 2, 2023
A-66 incorporates updated Calendar Year 2022 Capitation Payment rates that are now split into rates for Satisfactory Immigration Status (SIS) members and Unsatisfactory Immigration Status (UIS) members and includes new corresponding rate tables that split each existing category into a SIS version and UIS version.	Not applicable due to non – substantive changes.

Amendments to Primary Agreement	Board Approval
A-67 incorporates Calendar Year (CY) 2023 capitation rates and new benefits for CY 2023.	December 7, 2023
A-68 incorporates revised Calendar Year (CY) 2022 CCI Full Dual capitation rates.	June 1, 2023

The following is a summary of amendments to the Secondary Agreement (23-30267) approved by the CalOptima Health Board of Directors (Board) to date:

Amendments to Secondary Agreement	Board Approval
Agreement 23 – 30267 covers specific state – supported services to CalOptima Health’s members enrolled under CalOptima Health’s Primary Agreement (23 – 30235).	December 7, 2023
A-01 incorporates Calendar Year (CY) 2024 capitation rates.	March 7, 2024

The following is a summary of amendments to the Secondary Agreement (08-85221) approved by the CalOptima Health Board of Directors (Board) to date:

Amendments to Secondary Agreement	Board Approval
A-01 implemented rate amendments to conform to rate amendments contained in the Primary Agreement with DHCS (08-85214).	July 8, 2010
A-02 implemented rate adjustments to reflect a decrease in the statewide average cost for Sensitive Services for the rate period July 1, 2010 through June 30, 2011.	August 4, 2011
A-03 extended the term of the Secondary Agreement to December 31, 2014.	June 6, 2013
A-04 incorporates rates for the periods July 1, 2011 through June 30, 2012, and July 1, 2012 through June 30, 2013 as well as extends the current term of the Secondary Agreement to December 31, 2015	January 5, 2012 (FY 11-12 and FY 12-13 rates) May 1, 2014 (term extension)
A-05 incorporates rates for the periods July 1, 2013 through June 30, 2014, and July 1, 2014 through June 30, 2015. For the period July 1, 2014 through June 30, 2015, Amendment A-05 also adds funding for the Medi-Cal expansion population for services provided through the Secondary Agreement.	December 4, 2014
A-06 incorporates rates for the period July 1, 2015 onward. A-06 also extends the term of the Secondary Agreement to December 31, 2016.	May 7, 2015 (term extension) Ratification of rates requested April 7, 2016
A-07 extends the Secondary Agreement with the DHCS to December 31, 2020.	December 1, 2016

A-08 incorporates Adult & Family/Optional Targeted Low–Income Child and Adult Expansion rates for July 2016 to June 2017 and July 2017 to June 2018.	December 6, 2018
A-09 incorporates updated Calendar Year (CY) 2022 Public Health Emergency (PHE) capitation rates.	November 2, 2023
A-10 extends the Secondary Agreement with DHCS to December 31, 2021	November 5, 2020
A-12 extends the Secondary Agreement with DHCS to December 31, 2022.	October 7, 2021

The following is a summary of amendments to the Secondary Agreement (22-20494) approved by the CalOptima Health Board of Directors (Board) to date:

Agreement 22-20494 incorporates both Hyde services (“Private Services”) and the new Unsatisfactory Immigration Status members from January 1, 2023 to December 31, 2023.	December 1, 2022
A-01 incorporates rates for CY 2023 for Hyde services (now referred to as “Private Services”) and the new Unsatisfactory Immigration Status (UIS) members.	December 1, 2022

The following is a summary of amendments to Agreement 16-93274 approved by the CalOptima Health Board of Directors (Board) to date:

Amendments to Agreement 16-93274	Board Approval
A-01 extends the Agreement 16-93274 with DHCS to December 31, 2018.	August 3, 2017
A-02 extends the Agreement 16–93274 with DHCS to December 31, 2019	June 7, 2018
A-03 extends the Agreement 16–93274 with DHCS to December 31, 2020	May 2, 2019
A-04 extends the Agreement 16–93274 with DHCS to December 31, 2021	June 4, 2020
A-05 extends the Agreement 16–93274 with DHCS to December 31, 2022.	June 3, 2021
A-06 extends Agreement 16 – 93274 with DHCS to December 31, 2023.	May 5, 2022
A-07 extends Agreement 16 – 93274 with DHCS to December 31, 2023.	October 6, 2022
A-08 extends Agreement 16 – 93274 with DHCS to December 31, 2023.	Not applicable due to non – substantive changes.
A-09 extends Agreement 16 – 93274 with DHCS to December 31, 2024.	May 4, 2023

The following is a summary of amendments to Agreement 17–94488 approved by the CalOptima Health Board of Directors (Board) to date:

Amendments to Agreement 17-94488	Board Approval
A-01 enables DHCS to fund the development of palliative care policies and procedures (P&Ps) to implement California Senate Bill (SB) 1004.	December 7, 2017

The following is a summary of amendments to CalOptima Health’s Agreement for Disclosure and Use of DHCS Data (2023 Post – Expiration Data Use Agreement (DUA)) and 2024 Operational Readiness (OR) DUA.

Amendments to Data Use Agreement	Board Approval
CY 2023 Data Use Agreement (DUA) allows for the exchange of information between DHCS and CalOptima Health after the current contract expires on December 31, 2023.	November 2, 2023
CY 2024 Operational Readiness (OR) DUA allows DHCS to initiate and execute the necessary data releases ahead of January 1, 2024 for DHCS to share necessary data with CalOptima Health.	November 2, 2023

CALOPTIMA HEALTH BOARD ACTION AGENDA REFERRAL

Action To Be Taken March 7, 2024

Regular Meeting of the CalOptima Health Board of Directors

Consent Calendar

6. Adopt Resolution No. 24-0307-01 Approving and Adopting Updated and New CalOptima Health Human Resources Policies.

Contact

Michael Hunn, Chief Executive Officer, (657) 900-1481

Recommended Actions

Adopt Resolution No. 24-0307-01 approving:

1. Updated CalOptima Health policy GA.8039: Pregnancy Disability Leave and Related Workplace Accommodation; and
2. New CalOptima Health policy GA.8063: Disability Accommodations.

Background

Near CalOptima Health’s inception, the Board delegated authority to the Chief Executive Officer to develop, implement, and amend employee policies and procedures, subject to bi-annual updates to the Board that cover changes to these policies and procedures. CalOptima Health’s Bylaws require that the Board adopt by resolution, and from time to time amend, procedures, practices, and policies for, among other things, hiring employees and managing personnel.

Discussion

The following is a list of new and revised policies for Board approval with a summary of changes for the updated policy.

Revised policy GA.8039: Pregnancy Disability Leave and Related Workplace Accommodations:

This policy outlines CalOptima Health’s Pregnancy Disability Leave (PDL) and related workplace accommodations available to eligible pregnant and lactating employees.

Policy Section	Proposed Change	Rationale	Impact
Title and I.A.	Rename policy “Pregnancy Disability Leave and Related Workplace Accommodation” and update the purpose to reflect the expanded content that includes Pregnancy Disability Leave and workplace accommodations relating to both pregnant and lactating employees.	Provides clarity on the policy contents and includes workplace accommodations as an alternative to a leave of absence.	Promotes transparency and employee understanding.
II.C.1	Add text noting that CalOptima Health will continue to pay the	Provides clarity for employees on CalOptima	Promotes transparency and

	employer portion of the Health Savings Account, if applicable, during PDL and California Family Rights Act (CFRA) leave.	Health’s contributions, as applicable, during PDL and CFRA leaves of absence.	employee understanding of employer benefit contributions during impacted leaves of absence.
II.F.1-2	Add section detailing Reasonable Accommodations, other than a leave of absence, that are available to qualified employees with known limitations related to pregnancy, childbirth, or related medical conditions.	Aligns with requirements of the Pregnant Workers Fairness Act: 42 United States Code § 2000gg.	Promotes transparency and employee understanding of reasonable accommodations available under the Pregnant Workers Fairness Act.
III.Employee. 6	Add requirement for employee to maintain contact with HR to complete the Interactive Process.	Provides clarity for employees regarding their responsibility in the Interactive Process.	Promotes employee understanding of their role.
X. Glossary	Add defined terms: Interactive Process and Reasonable Accommodation.	Provides clarity for terms used in the policy.	Promotes employee understanding.

New policy GA.8063: Disability Accommodations: CalOptima Health is an equal employment opportunity employer that does not discriminate based on disability, perceived disability, or other protected characteristics and outlines the procedure by which accommodation requests will be evaluated. CalOptima Health is committed to accommodating employees and job applicants with disabilities by providing reasonable workplace accommodations, as well as access to facilities, programs, and other employment-related opportunities consistent with the Americans with Disabilities Act.

Fiscal Impact

The recommended action to approve updated GA.8039 and new GA.8063 is operational in nature and has no additional fiscal impact beyond what was included in the CalOptima Health Fiscal Year 2023-24 Operating Budget.

Concurrence

James Novello, Outside General Counsel, Kennaday Leavitt

CalOptima Health Board Action Agenda Referral
Adopt Resolution No. 24-0307-01 Approving and
Adopting Updated and New CalOptima Health Human
Resources Policies.
Page 3

Attachments

1. Adopt Resolution No. 24-0307-01 Approving and Adopting Updated and New CalOptima Health Human Resources Policies
2. GA.8039: Pregnancy Disability Leave and Related Workplace Accommodation
3. GA.8063: Disability Accommodations

/s/ Michael Hunn
Authorized Signature

03/01/2024
Date

RESOLUTION NO. 24-0307-01

**RESOLUTION OF THE BOARD OF DIRECTORS
ORANGE COUNTY HEALTH AUTHORITY
d.b.a. CalOptima Health**

APPROVE UPDATED CALOPTIMA HEALTH POLICIES

WHEREAS, Section 13.1 of the CalOptima Health Bylaws provides that the Board of Directors shall adopt by resolution, and may from time to time amend, procedures, practices, and policies for, inter alia, hiring employees, and managing personnel;

WHEREAS, in 1994, the Board of Directors designated the Chief Executive Officer as the Appointing Authority with full power to hire and terminate CalOptima Health employees at will, to set compensation within the boundaries of the budget limits set by the Board of Directors, to promulgate employee policies and procedures, and to amend said policies and procedures from time to time, subject to annual review by the Board of Directors, or a committee appointed by the Board of Directors for that purpose; and

WHEREAS, staff has drafted a new policy and revised a policy, and now presents those policies to the Board of Directors for approval.

NOW, THEREFORE, BE IT RESOLVED:

Section 1. That the Board of Directors hereby approves and adopts the following updated CalOptima Health policy:

- GA.8039: Pregnancy Disability Leave and Related Workplace Accommodation.

Section 2. That the Board of Directors hereby approves and adopts the following new CalOptima Health policy:

- GA.8063: Disability Accommodations.

APPROVED AND ADOPTED by the Board of Directors of the Orange County Health Authority, d.b.a., CalOptima Health this 7th day of March 2024.

AYES:

NOES:

ABSENT:

ABSTAIN:

RESOLUTION NO. 24-0307-01

Page 2

/s/ _____

Title: Chair, Board of Directors

Printed Name and Title: Clayton Corwin, Chair, CalOptima Health Board of Directors

Attest:

/s/ _____

Sharon Dwiers, Clerk of the Board



Policy: GA.8039
 Title: **Pregnancy Disability Leave of ~~Absence~~ and Lactation Related Workplace Accommodation**
 Department: Human Resources
 Section: Not Applicable
 CEO Approval: /s/
 Effective Date: 01/05/2012
 Revised Date: TBD
 Applicable to:
 Medi-Cal
 OneCare
 PACE
 Administrative

1 **I. PURPOSE**

2
 3 ~~To outline the~~ This Policy outlines CalOptima Health’s Pregnancy Disability Leave of ~~Absence~~ (PDL)
 4 and related workplace accommodations available to eligible pregnant and lactating employees.

6 **II. POLICY**

8 A. Eligibility: Under the California Fair Employment and Housing Act (FEHA) and the Federal
 9 Pregnant Workers Fairness Act (PWFA), employees who are disabled by pregnancy, childbirth or a
 10 related medical condition are eligible to take a PDL and/or request workplace accommodations.
 11 CalOptima Health must provide lactating employees with reasonable break time and an adequate
 12 space to express breast milk in accordance with California Labor Code §Sections 1030-1033 and the
 13 Federal Providing Urgent Maternal Protections for Nursing Mothers Act (PUMP for Nursing
 14 Mothers Act). All employees who need to express breast milk for their infant child are covered
 15 under the lactation accommodation provisions outlined in this policy.

17 B. General provisions:

- 18
 19 1. PDL is available for any reasonable period or intermittent periods of disability caused by an
 20 employee’s pregnancy, childbirth, or a related medical condition for up to four (4) months, as
 21 described further below.
 22
 23 2. A “four (4)-month” leave shall be calculated as described in and consistent with Title 2 of the
 24 California Code of Regulations, Section 11042. Specifically, an employee is entitled to the
 25 number of days or hours the employee would normally work within four (4) calendar months
 26 (or 17 ½ weeks). For a full-time employee who normally works forty (40) hours per week,
 27 “four (4) months” is calculated as six hundred ninety-three (693) hours of leave entitlement
 28 (forty (40) hours/week x 17½ weeks). For employees who work more or less than forty (40)
 29 hours per week, or who work on variable work schedules, the number of working days that
 30 constitutes four (4) months is calculated on a pro rata or proportional basis. For example, an
 31 employee who works twenty (20) hours per week would qualify for three hundred forty-six and
 32 one-half (346.5) hours of leave entitlement (20 hours/week x 17½ weeks) or an employee who
 33 normally works forty-eight (48) hours per week would qualify for eight hundred thirty-two
 34 (832) hours of leave entitlement (48 hours/week x 17½ weeks). Employees are eligible for up
 35 to four (4) months leave per occurrence of pregnancy related disability.

3. An employee does not have to take PDL in one (1) continuous period but may take PDL on an as-needed, intermittent basis. Taking intermittent PDL or a reduced work schedule throughout an employee's pregnancy will affect the number of PDL hours remaining that an employee is entitled to take leading up to and after childbirth.
4. An employee may request to use accumulated Paid Time Off (PTO) during the PDL. However, the use of such PTO will not adjust the start date of the PDL. The time covered by PTO will still count as part of the PDL entitlement. Any portion of a PDL with or without the use of PTO will count against the total hours of PDL entitlement. Once PTO accruals have been exhausted, all remaining time off shall be without pay except for any qualifying disability pay.
5. An employee may request to extend PDL from the Human Resources (HR) Department and HR will review the employee's request, along with supporting medical documentation, to determine if the employee continues to be disabled by pregnancy, childbirth, or a related medical condition and the total PDL per pregnancy does not exceed four (4) months. The employee must present an updated physician's certification to HR with their PDL extension request.
6. Returning to Work: -An employee returning from PDL must obtain a release to return to work from their health care provider stating that they are able to resume their original job or duties. Where applicable, if an employee has a qualifying disability under the Americans with Disabilities Act (ADA), the employee is responsible for timely: (1) requesting a reasonable accommodation, if needed; (2) providing sufficient medical documentation in support of a reasonable accommodation; and (3) engaging in the ~~interactive process~~Interactive Process. Except in very limited circumstances, an employee who exercises PDL has a right to reinstatement to the same or comparable position, pursuant to the conditions, restrictions and exceptions outlined under the PDL laws.
7. As provided in Title 2 of the California Code of Regulations Section 11047, in the event an employee has exhausted their four (4)-month leave under the PDL, an employee who has a physical or mental disability (which may or may not be due to pregnancy, childbirth, or related medical conditions) may be entitled to reasonable accommodation(s) under Government Code Section 12940. CalOptima Health will engage in an ~~interactive process~~Interactive Process using the standards provided in the disability regulations (Title 2 of the California Code of Regulations, Section 11064, *et seq.*) to determine effective reasonable accommodations, if any, that will not impose an undue hardship on CalOptima Health (Government Code Section 12940(m) and (n)). Where an employee has exhausted their four (4)-month leave under the PDL prior to the birth of their child and the health care provider determines that a continuation of the leave is medically necessary, CalOptima Health may, as a reasonable accommodation that will not impose an undue hardship on CalOptima Health, allow an employee eligible for CFRA to utilize the CFRA leave prior to the birth of their child (Title 2 of the California Code of Regulations Section 11046).
8. If an eligible employee wishes to stay home to care for their newborn after their PDL ends, they must apply for a leave of absence (LOA) under the Family and Medical Leave Act (FMLA) or California Family Rights Act (CFRA), as described in CalOptima Health Policy GA.8040: Family and Medical Leave Act (FMLA) and California Family Rights Act (CFRA) Leaves of Absence, at least thirty (30) calendar days before the date the leave will begin, if the need for the leave is foreseeable. If the need is not foreseeable, the employee must provide as much advance notice as practicable. If the employee has exhausted all FMLA or CFRA leave entitlements or is not eligible for FMLA or CFRA, the employee may request a Personal LOA, as provided under CalOptima Health Policy GA.8038: Personal Leave of Absence.

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9. An employee requesting PDL shall provide timely oral or written notice sufficient to make CalOptima Health aware that the employee needs PDL, and where practicable, the anticipated timing and duration of the PDL. If the PDL is foreseeable, an employee must provide CalOptima Health at least thirty (30) calendar days advance notice before the start of the PDL. If thirty (30) calendar days advance notice is not practicable, because it is not known when the PDL will begin, or because of a change in circumstances, a medical emergency, or other good cause, notice must be given to CalOptima Health as soon as practicable.
 10. CalOptima Health shall respond to the PDL request as soon as practicable, and, in no event, later than ten (10) calendar days after receiving the PDL request and shall attempt to respond to the leave request before the date the leave is due to begin as required pursuant to Title 2 of the California Code of Regulations Section 11050(a)(5). Once given, approval shall be deemed retroactive to the date of the first day of the eligible leave.
 11. As a condition of granting PDL, employees will be required to obtain a medical certification from their health care provider. The certification should include the following information:
 - a. The date on which the employee ~~becomes~~became disabled because of pregnancy, childbirth, or related medical condition;
 - b. The expected duration of the period or periods of PDL; and
 - c. A statement that the employee needs to take PDL because they are disabled by pregnancy, childbirth, or a related medical condition.

27 C. Health benefits for Pregnancy Disability that run concurrently with FMLA or CFRA LOA:

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1. During the duration of the PDL [four (4) months maximum for disability] and CFRA [Twelve (12) weeks maximum for baby bonding], if applicable, except for discretionary LOAs as described in CalOptima Health Policy GA.8038: Personal Leave of Absence, CalOptima Health will continue to pay the employer's portion of the health benefit premium, including the employer Health Savings Account (HSA) contribution (if applicable), for the employee as if they continued as an active employee.
 2. While an employee is receiving CalOptima Health paychecks because they are exhausting their accrued PTO benefits, the employee's health benefits, and other insurance premiums will continue to be deducted from the employee's paycheck at the active employee rate. These benefits include medical, dental, vision, and any elected voluntary benefits.
 3. When an employee is no longer receiving a CalOptima Health paycheck or the amount is not sufficient to cover the employee's health benefits and other insurance premiums, the employee must pay the employee share of premiums, by the first (1st) of the month for that month's benefit coverage. The employee should arrange these payments with HR as soon as they anticipate that the paycheck will not cover their employee share. The first payment may include any portion of the previous month's premium that was not paid through payroll deduction.
 4. The employee is responsible for ensuring timely payment. If the payment is more than thirty (30) calendar days late, insurance coverage for unpaid months will be canceled.
 5. CalOptima Health may recover from the employee the premium paid by CalOptima Health while the employee was on PDL if both of the following occur:

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- a. The employee fails to return at the end of their pregnancy disability leave; and
 - b. The employee's failure to return from leave is for a reason other than one (1) of the following:
 - i. Taking CFRA leave unless the employee chooses not to return to work following the CFRA leave.
 - ii. The continuation, recurrence, or onset of a health condition that entitles the employee to pregnancy disability leave, unless the employee chooses not to return to work following the leave.
 - iii. Non-pregnancy related medical conditions requiring further leave, unless the employee chooses not to return to work following the leave.
 - iv. Any other circumstance beyond the control of the employee, including, but not limited to, circumstances where the employer is responsible for the employee's failure to return (e.g., the employer does not return the employee to their same position or reinstate the employee to a comparable position), or circumstances where the employee must care for herself or a family member (e.g., the employee gives birth to a child with a serious health condition).

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- D. Upon return to active employment, regardless of whether the employee's health coverage was terminated for failure to pay premiums, the employee's coverage for health and other benefits and payroll deductions will be reinstated without processing an Evidence of Insurance (EOI). Past due premiums owed prior to the termination of coverage will be deducted on the next payroll deduction upon employee's express written consent.
 - E. An employee who exercises their right to take PDL has a right to reinstatement to the same position or comparable position, pursuant to the conditions, restrictions, and exceptions outlined in Title 2 of the California Code of Regulations, Section 11043.

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F. Reasonable Accommodations other than leave

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- 1. In addition to PDL, CalOptima Health provides Reasonable Accommodations in the workplace to qualified employees with known limitations related to pregnancy, childbirth, or related medical conditions, so long as the accommodation does not impose an undue hardship on the operation of CalOptima Health's business. Reasonable Accommodation required by an employee disabled by pregnancy, childbirth or a related medical condition will be arrived at through an Interactive Process between the employee and CalOptima Health, as described in CalOptima Health policy GA.8063: Disability Accommodations.
 - a. CalOptima Health will not require a qualified employee to accept an accommodation other than as arrived at through the Interactive Process, and will not require a qualified employee to take PDL or other paid or unpaid leave if another reasonable accommodation can be provided.
 - 2. CalOptima Health will not deny employment opportunities to a qualified employee based on the need to make reasonable accommodations to the known limitations of an employee disabled by pregnancy, childbirth or related medical conditions, nor will CalOptima Health take adverse

actions in the terms, conditions or privileges of employment of a qualified employee who requests or uses a reasonable accommodation.

F.G. Lactation Accommodation:

1. CalOptima Health shall provide a reasonable amount of break time to accommodate an employee's need to express breast milk each time such employee has need to express breast milk for the two (2) year period beginning on the date in which the circumstances related to such need arise. The circumstances arise if the employee begins providing breast milk for a nursing child or gives birth, including to a stillborn child or a child over whom the employee does not retain legal custody.
2. Break times shall be considered time worked if the employee is not completely relieved from job duties during the entirety of the break. When feasible, one of the break times should run concurrently with the unpaid meal break already provided to the employee.
3. CalOptima Health shall provide a place ("lactation room"), other than a bathroom, that is shielded from view, free from intrusion from coworkers and the public, for the employee to express breast milk. The lactation room will include a surface to place a breast pump and personal items and a place to sit.
4. Where a multipurpose room is used for lactation, among other uses, the use of the room for lactation shall take precedence over the other uses, but only for the time it is in use for lactation purposes. Reservations for the lactation rooms are required and are available for up to thirty (30) minutes for each break.
5. CalOptima Health shall provide access to a sink with running water and a refrigerator suitable for storing milk near the employee's workspace. If a refrigerator cannot be provided, CalOptima Health may provide another cooling device suitable for storing milk, such as a cooler.

III. PROCEDURE

Responsible Party	Action
Employee	<ol style="list-style-type: none">1. Request a PDL at least thirty (30) calendar days in advance, when practicable, by completing the Leave of Absence Request Form available on the InfoNet and submitting it to Human Resources.2. Maintain regular communication with Human Resources regarding the leave status and expected return to work.3. Provide a medical certification from a health care provider to verify PDL is required and the anticipated duration of PDL.4. If applicable, request an extension of PDL in advance and provide Human Resources with an updated medical certification from a health care provider, when requested.5. If applicable and upon the advice of their health care provider, request a reasonable accommodation Reasonable Accommodation (for example, request a transfer to a less strenuous or hazardous position, or modified duties because of pregnancy-related condition).

	<p><u>6. Maintain contact with Human Resources to complete the Interactive Process required to arrive at a Reasonable Accommodation, if applicable.</u></p> <p>6.7. Return to work, with or without a reasonable accommodation <u>Reasonable Accommodation</u>, on the agreed upon return-to-work date.</p> <p>7.8. If desired, request a lactation accommodation, either orally or in writing, to the employee's direct supervisor or manager. Request for accommodation should include requested break time(s).</p> <p>8.9. If electing to use one of CalOptima Health's lactation rooms, reserve the room in advance.</p> <p>9.10. Report the facts of any incident(s) related to direct supervisor or manager's failure to accommodate <u>disability-related restrictions or</u> lactation request to Human Resources Department.</p>
Human Resources	<ol style="list-style-type: none"> 1. Review and approve/deny employee's request for PDL or initiate the interactive process if an employee requests a reasonable accommodation <u>Reasonable Accommodation</u> related to pregnancy disability. 2. Provide the employee a copy of the notice regarding employee's PDL rights and obligations as soon as practicable after the employee informs CalOptima Health of their pregnancy 3. Respond to PDL and/or reasonable accommodation <u>Reasonable Accommodation</u> requests within ten (10) calendar days of receipt. 4. Support the employee with a plan to transition back to work, when applicable.
Supervisor / Manager	<ol style="list-style-type: none"> 1. Upon receiving a lactation accommodation request from employee, provide a timely response to confirm break time(s).

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IV. ATTACHMENT(S)

Not Applicable

V. REFERENCE(S)

- A. California Labor Code §1030 - 1033 (Lactation Accommodation)
- B. CalOptima Health Policy GA.8038: Personal Leave of Absence
- C. CalOptima Health Policy GA.8040: Family and Medical Leave Act (FMLA) and California Family Rights Act (CFRA) Leaves of Absence
- D. CalOptima Health Policy GA.8063: Disability Accommodations
- ~~D.E.~~ Government Code §§ 12940 and 12945
- ~~E.F.~~ Leave of Absence Request Form
- ~~F.G.~~ Pregnant Workers Fairness Act, H.R. 2617-1626, 117th Cong. §103(1)42 United States Code § 2000gg
- ~~G.H.~~ Title 2, California Code of Regulations, §11035 *et seq.* (Pregnancy Regulations)

1 H.I. Title 29, United States Code, §201 *et seq.*

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3 **VI. REGULATORY AGENCY APPROVAL(S)**

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5 None to Date

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7 **VII. BOARD ACTION(S)**

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Date	Meeting
01/05/2012	Regular Meeting of the CalOptima Board of Directors
05/01/2014	Regular Meeting of the CalOptima Board of Directors
06/07/2018	Regular Meeting of the CalOptima Board of Directors
12/20/2021	Special Meeting of the CalOptima Board of Directors
05/04/2023	Regular Meeting of the CalOptima Health Board of Directors
<u>TBD</u>	<u>Regular Meeting of the CalOptima Health Board of Directors</u>

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10 **VIII. REVISION HISTORY**

11

Action	Date	Policy	Policy Title	Program(s)
Effective	01/05/2012	GA.8039	Pregnancy Disability Leave of Absence	Administrative
Revised	02/01/2014	GA.8039	Pregnancy Disability Leave of Absence	Administrative
Revised	06/07/2018	GA.8039	Pregnancy Disability Leave of Absence	Administrative
Revised	12/20/2021	GA.8039	Pregnancy Disability Leave of Absence	Administrative
Revised	05/04/2023	GA.8039	Pregnancy Disability Leave of Absence	Administrative
<u>Revised</u>	<u>TBD</u>	<u>GA.8039</u>	<u>Pregnancy Disability Leave and Related Workplace Accommodation</u>	<u>Administrative</u>

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1 IX. GLOSSARY
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Term	Definition
<u>Interactive Process</u>	<u>A term used to describe the ongoing, good faith meeting with an employee to determine whether a Reasonable Accommodation can be made to an employee with a known Disability. The Interactive Process is the way in which employees, supervisors, and their departments determine whether Reasonable Accommodation can be made to an employee pursuant to the Americans with Disabilities Act (ADA) and the California Fair Employment and Housing Act (FEHA).</u>
Pregnancy Disability Leave (PDL)	Any leave, whether paid or unpaid, taken by an employee for any period(s) during which they are disabled by pregnancy.
<u>Reasonable Accommodation</u>	<u>Any modification or adjustment to a job, the work environment that enables a qualified individual with a disability to have equal employment opportunity.</u>

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For 20240307 BOD Review Only



Policy: GA.8039
 Title: **Pregnancy Disability Leave and Related Workplace Accommodation**
 Department: Human Resources
 Section: Not Applicable

CEO Approval: /s/

Effective Date: 01/05/2012
 Revised Date: TBD

Applicable to: Medi-Cal
 OneCare
 PACE
 Administrative

1 **I. PURPOSE**

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3 This Policy outlines CalOptima Health’s Pregnancy Disability Leave (PDL) and related workplace
 4 accommodations available to eligible pregnant and lactating employees.

5

6 **II. POLICY**

7

8 A. Eligibility: Under the California Fair Employment and Housing Act (FEHA) and the Federal
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- 12 5. An employee may request to extend PDL from the Human Resources (HR) Department and HR
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15 and the total PDL per pregnancy does not exceed four (4) months. The employee must present
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20 Where applicable, if an employee has a qualifying disability under the Americans with
21 Disabilities Act (ADA), the employee is responsible for timely: (1) requesting a reasonable
22 accommodation, if needed; (2) providing sufficient medical documentation in support of a
23 reasonable accommodation; and (3) engaging in the Interactive Process. Except in very limited
24 circumstances, an employee who exercises PDL has a right to reinstatement to the same or
25 comparable position, pursuant to the conditions, restrictions and exceptions outlined under the
26 PDL laws.
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30 physical or mental disability (which may or may not be due to pregnancy, childbirth, or related
31 medical conditions) may be entitled to reasonable accommodation(s) under Government Code
32 Section 12940. CalOptima Health will engage in an Interactive Process using the standards
33 provided in the disability regulations (Title 2 of the California Code of Regulations Section
34 11064, *et seq.*) to determine effective reasonable accommodations, if any, that will not impose
35 an undue hardship on CalOptima Health (Government Code Section 12940(m) and (n)).
36 Where an employee has exhausted their four (4)-month leave under the PDL prior to the birth of
37 their child and the health care provider determines that a continuation of the leave is medically
38 necessary, CalOptima Health may, as a reasonable accommodation that will not impose an
39 undue hardship on CalOptima Health, allow an employee eligible for CFRA to utilize the
40 CFRA leave prior to the birth of their child (Title 2 of the California Code of Regulations
41 Section 11046).
42
- 43 8. If an eligible employee wishes to stay home to care for their newborn after their PDL ends, they
44 must apply for a leave of absence (LOA) under the Family and Medical Leave Act (FMLA) or
45 California Family Rights Act (CFRA), as described in CalOptima Health Policy GA.8040:
46 Family and Medical Leave Act (FMLA) and California Family Rights Act (CFRA) Leaves of
47 Absence, at least thirty (30) calendar days before the date the leave will begin, if the need for
48 the leave is foreseeable. If the need is not foreseeable, the employee must provide as much
49 advance notice as practicable. If the employee has exhausted all FMLA or CFRA leave
50 entitlements or is not eligible for FMLA or CFRA, the employee may request a Personal LOA,
51 as provided under CalOptima Health Policy GA.8038: Personal Leave of Absence.
52

- 1 9. An employee requesting PDL shall provide timely oral or written notice sufficient to make
2 CalOptima Health aware that the employee needs PDL, and where practicable, the anticipated
3 timing and duration of the PDL. If the PDL is foreseeable, an employee must provide
4 CalOptima Health at least thirty (30) calendar days advance notice before the start of the PDL.
5 If thirty (30) calendar days advance notice is not practicable, because it is not known when the
6 PDL will begin, or because of a change in circumstances, a medical emergency, or other good
7 cause, notice must be given to CalOptima Health as soon as practicable.
8
- 9 10. CalOptima Health shall respond to the PDL request as soon as practicable, and, in no event,
10 later than ten (10) calendar days after receiving the PDL request and shall attempt to respond to
11 the leave request before the date the leave is due to begin as required by Title 2 of the California
12 Code of Regulations Section 11050(a)(5). Once given, approval shall be deemed retroactive to
13 the date of the first day of the eligible leave.
14
- 15 11. As a condition of granting PDL, employees will be required to obtain a medical certification
16 from their health care provider. The certification should include the following information:
17
- 18 a. The date on which the employee became disabled because of pregnancy, childbirth, or
19 related medical condition;
 - 20 b. The expected duration of the period or periods of PDL; and
 - 21 c. A statement that the employee needs to take PDL because they are disabled by pregnancy,
22 childbirth, or a related medical condition.

23
24
25
26 C. Health benefits for Pregnancy Disability that run concurrently with FMLA or CFRA LOA:
27

- 28 1. During the duration of the PDL [four (4) months maximum for disability] and CFRA [Twelve
29 (12) weeks maximum for baby bonding], if applicable, except for discretionary LOAs as
30 described in CalOptima Health Policy GA.8038: Personal Leave of Absence, CalOptima Health
31 will continue to pay the employer's portion of the health benefit premium, including the
32 employer Health Savings Account (HSA) contribution (if applicable), for the employee as if
33 they continued as an active employee.
34
- 35 2. While an employee is receiving CalOptima Health paychecks because they are exhausting their
36 accrued PTO benefits, the employee's health benefits, and other insurance premiums will
37 continue to be deducted from the employee's paycheck at the active employee rate. These
38 benefits include medical, dental, vision, and any elected voluntary benefits.
39
- 40 3. When an employee is no longer receiving a CalOptima Health paycheck or the amount is not
41 sufficient to cover the employee's health benefits and other insurance premiums, the employee
42 must pay the employee share of premiums, by the first (1st) of the month for that month's
43 benefit coverage. The employee should arrange these payments with HR as soon as they
44 anticipate that the paycheck will not cover their employee share. The first payment may include
45 any portion of the previous month's premium that was not paid through payroll deduction.
46
- 47 4. The employee is responsible for ensuring timely payment. If the payment is more than thirty
48 (30) calendar days late, insurance coverage for unpaid months will be canceled.
49
- 50 5. CalOptima Health may recover from the employee the premium paid by CalOptima Health
51 while the employee was on PDL if both of the following occur:
52

- 1 a. The employee fails to return at the end of their pregnancy disability leave; and
2
3 b. The employee's failure to return from leave is for a reason other than one (1) of the
4 following:
5
6 i. Taking CFRA leave unless the employee chooses not to return to work following the
7 CFRA leave.
8
9 ii. The continuation, recurrence, or onset of a health condition that entitles the employee to
10 pregnancy disability leave, unless the employee chooses not to return to work following
11 the leave.
12
13 iii. Non-pregnancy related medical conditions requiring further leave, unless the employee
14 chooses not to return to work following the leave.
15
16 iv. Any other circumstance beyond the control of the employee, including, but not limited
17 to, circumstances where the employer is responsible for the employee's failure to return
18 (e.g., the employer does not return the employee to their same position or reinstate the
19 employee to a comparable position), or circumstances where the employee must care
20 for herself or a family member (e.g., the employee gives birth to a child with a serious
21 health condition).
22

- 23 D. Upon return to active employment, regardless of whether the employee's health coverage was
24 terminated for failure to pay premiums, the employee's coverage for health and other benefits and
25 payroll deductions will be reinstated without processing an Evidence of Insurance (EOI). Past due
26 premiums owed prior to the termination of coverage will be deducted on the next payroll deduction
27 upon employee's express written consent.
28
29 E. An employee who exercises their right to take PDL has a right to reinstatement to the same position
30 or comparable position, pursuant to the conditions, restrictions, and exceptions outlined in Title 2 of
31 the California Code of Regulations, Section 11043.
32

33 F. Reasonable Accommodations other than leave

- 34
35 1. In addition to PDL, CalOptima Health provides Reasonable Accommodations in the workplace
36 to qualified employees with known limitations related to pregnancy, childbirth, or related
37 medical conditions, so long as the accommodation does not impose an undue hardship on the
38 operation of CalOptima Health's business. Reasonable Accommodation required by an
39 employee disabled by pregnancy, childbirth or a related medical condition will be arrived at
40 through an Interactive Process between the employee and CalOptima Health, as described in
41 CalOptima Health policy GA.8063: Disability Accommodations.
42
43 a. CalOptima Health will not require a qualified employee to accept an accommodation other
44 than as arrived at through the Interactive Process, and will not require a qualified employee
45 to take PDL or other paid or unpaid leave if another reasonable accommodation can be
46 provided.
47
48 2. CalOptima Health will not deny employment opportunities to a qualified employee based on the
49 need to make reasonable accommodations to the known limitations of an employee disabled by
50 pregnancy, childbirth or related medical conditions, nor will CalOptima Health take adverse
51 actions in the terms, conditions or privileges of employment of a qualified employee who
52 requests or uses a reasonable accommodation.

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G. Lactation Accommodation:

1. CalOptima Health shall provide a reasonable amount of break time to accommodate an employee’s need to express breast milk each time such employee has need to express breast milk for the two (2) year period beginning on the date in which the circumstances related to such need arise. The circumstances arise if the employee begins providing breast milk for a nursing child or gives birth, including to a stillborn child or a child over whom the employee does not retain legal custody.
2. Break times shall be considered time worked if the employee is not completely relieved from job duties during the entirety of the break. When feasible, one of the break times should run concurrently with the unpaid meal break already provided to the employee.
3. CalOptima Health shall provide a place (“lactation room”), other than a bathroom, that is shielded from view, free from intrusion from coworkers and the public, for the employee to express breast milk. The lactation room will include a surface to place a breast pump and personal items and a place to sit.
4. Where a multipurpose room is used for lactation, among other uses, the use of the room for lactation shall take precedence over the other uses, but only for the time it is in use for lactation purposes. Reservations for the lactation rooms are required and are available for up to thirty (30) minutes for each break.
5. CalOptima Health shall provide access to a sink with running water and a refrigerator suitable for storing milk near the employee’s workspace. If a refrigerator cannot be provided, CalOptima Health may provide another cooling device suitable for storing milk, such as a cooler.

III. PROCEDURE

Responsible Party	Action
Employee	<ol style="list-style-type: none">1. Request a PDL at least thirty (30) calendar days in advance, when practicable, by completing the Leave of Absence Request Form available on the InfoNet and submitting it to Human Resources.2. Maintain regular communication with Human Resources regarding the leave status and expected return to work.3. Provide a medical certification from a health care provider to verify PDL is required and the anticipated duration of PDL.4. If applicable, request an extension of PDL in advance and provide Human Resources with an updated medical certification from a health care provider, when requested.5. If applicable and upon the advice of their health care provider, request a Reasonable Accommodation (for example, request a transfer to a less strenuous or hazardous position, or modified duties because of pregnancy-related condition).

1 None to Date
2

3 **VII. BOARD ACTION(S)**
4

Date	Meeting
01/05/2012	Regular Meeting of the CalOptima Board of Directors
05/01/2014	Regular Meeting of the CalOptima Board of Directors
06/07/2018	Regular Meeting of the CalOptima Board of Directors
12/20/2021	Special Meeting of the CalOptima Board of Directors
05/04/2023	Regular Meeting of the CalOptima Health Board of Directors
TBD	Regular Meeting of the CalOptima Health Board of Directors

5 **VIII. REVISION HISTORY**
6
7

Action	Date	Policy	Policy Title	Program(s)
Effective	01/05/2012	GA.8039	Pregnancy Disability Leave of Absence	Administrative
Revised	02/01/2014	GA.8039	Pregnancy Disability Leave of Absence	Administrative
Revised	06/07/2018	GA.8039	Pregnancy Disability Leave of Absence	Administrative
Revised	12/20/2021	GA.8039	Pregnancy Disability Leave of Absence	Administrative
Revised	05/04/2023	GA.8039	Pregnancy Disability Leave of Absence	Administrative
Revised	TBD	GA.8039	Pregnancy Disability Leave and Related Workplace Accommodation	Administrative

1 IX. GLOSSARY

2

Term	Definition
Interactive Process	A term used to describe the ongoing, good faith meeting with an employee to determine whether a Reasonable Accommodation can be made to an employee with a known Disability. The Interactive Process is the way in which employees, supervisors, and their departments determine whether Reasonable Accommodation can be made to an employee pursuant to the Americans with Disabilities Act (ADA) and the California Fair Employment and Housing Act (FEHA).
Pregnancy Disability Leave (PDL)	Any leave, whether paid or unpaid, taken by an employee for any period(s) during which they are disabled by pregnancy.
Reasonable Accommodation	Any modification or adjustment to a job, the work environment that enables a qualified individual with a disability to have equal employment opportunity.

3

For 20240307 BOD Review Only



Policy: GA.8063
Title: **Disability Accommodations**
Department: Human Resources
Section: Not Applicable

CEO Approval: /s/

Effective Date: TBD
Revised Date: Not Applicable

Applicable to: Medi-Cal
 OneCare
 PACE
 Administrative

1 **I. PURPOSE**

2
3 As an Equal Employment Opportunity (EEO) employer, CalOptima Health does not discriminate based
4 on Disability, perceived Disability, or other protected characteristics. CalOptima Health is committed to
5 accommodating employees and job applicants with Disabilities by providing reasonable workplace
6 accommodations, as well as access to facilities, programs, and other employment-related opportunities.
7

8 **II. POLICY**

9
10 A. Eligibility: This policy applies to all CalOptima Health employees and job applicants and may
11 extend to all aspects of CalOptima Health’s employment practices, including recruiting, hiring,
12 corrective action, termination, promotions, transfers, compensation, benefits, training, leaves of
13 absence, and other terms and conditions of employment.
14

15 B. General Provisions:

16
17 1. Reasonable Accommodation: Reasonable Accommodation provides Qualified Individuals with
18 Disabilities equal opportunity to participate in the job application, examination, and hiring
19 processes and, during employment, to perform the Essential Functions of the job. CalOptima
20 Health is not required to make an accommodation if it would impose an Undue Hardship on
21 CalOptima Health. Each Reasonable Accommodation is unique and will be evaluated on a case-
22 by-case basis. Examples of Reasonable Accommodations include, but are not limited to, the
23 following:
24

- 25 a. Make existing facilities used by employees or job applicants readily accessible to and
26 usable by individuals with Disabilities;
- 27 b. Job restructuring;
- 28 c. Part-time or modified work schedules;
- 29 d. Telework;
- 30 e. Reassignment to a vacant position for which the employee is qualified;
- 31 f. Acquisition or modification of equipment or devices; and/or
- 32
- 33
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- 36

1
2 g. Providing qualified readers or interpreters.
3

4 2. Medical Verification: As part of the Reasonable Accommodation process, it may be necessary
5 for the requesting employee or applicant to submit medical information to substantiate and/or
6 clarify the nature and extent of their Disability and/or limitations. Employees are not required
7 to, nor shall they be requested to, provide a diagnosis or Genetic Information as defined by the
8 Genetic Information Nondiscrimination Act of 2008 (GINA), except as specifically allowed by
9 that law.
10

11 a. Medical verification shall include the following:

- 12
- 13 i. Documentation provided on the official letterhead of the qualified healthcare provider
14 or healthcare provider-related organization, or on CalOptima Health-approved forms;
 - 15
 - 16 ii. Certification that the patient has a Disability (should not include a diagnosis);
 - 17
 - 18 iii. Indication of whether limitations are permanent or temporary. If temporary, provides
19 an anticipated recovery date;
 - 20
 - 21 iv. Description of how the patient's limitation impairs their ability to perform the
22 Essential Functions of their position after referring to job description;
 - 23
 - 24 v. Patient's limitations must be described in detail as they currently exist and only in
25 relation to the Essential Functions of the position. Examples:
26
 - 27 a) Unable to lift more than twenty (20) pounds;
 - 28
 - 29 b) Unable to type with the right hand;
 - 30
 - 31 c) Unable to sit for more than two (2) hours;
 - 32
 - 33 d) Unable to concentrate in an excessively noisy environment;
 - 34
 - 35 e) Unable to follow spoken directions. - 36
 - 37 vi. Recommendation of specific accommodation(s) and whether they are medically
38 necessary (or medically advisable if related to pregnancy);
 - 39
 - 40 vii. If it is recommended that equipment be purchased, include the cost, model number,
41 and where the equipment may be obtained. If it is recommended that the worksite be
42 modified, or specific duties be restructured or shared, describe the necessary action;
 - 43
 - 44 viii. Healthcare provider's credentials must be identified (Doctor of Medicine (MD),
45 Registered Nurse (RN), Physical Therapist, etc.).

46

- 47 b. Pursuant to state and federal law, medical information obtained in the process of
48 addressing requests for Reasonable Accommodation shall be kept confidential. Employees
49 and applicants may submit medical substantiation via email, regular mail, facsimile, in-
50 person, or by other acceptable methods of delivery that allow confidentiality.
51

52 3. Prohibition against discrimination and retaliation: Employees and applicants shall not be
53 discriminated against, harassed, or retaliated against for exercising their right to request a

Reasonable Accommodation. Employees who engage in discrimination, harassment, or retaliation against an employee or applicant based on a known Disability will be subject to disciplinary action, up to and including termination of employment.

III. PROCEDURE

Responsible Party	Action
Employee (or Applicant) with a Disability	<ol style="list-style-type: none"> 1) Submits a written or oral request for a Reasonable Accommodation to HR, identifying work-related limitations and/or restrictions. 2) In collaboration with treating health care provider, completes the “Request for Reasonable Accommodation Package” and submits to HR within 15 days. 3) Upon request by HR, provides information about individual limitations, restrictions, or barriers they face when performing the Essential Functions of their position. 4) Participates in the Interactive Process by engaging with supervisor and HR staff, answering questions, and providing all relevant information about limitations and potential accommodations, excluding diagnosis or Genetic Information. 5) Advises HR and direct supervisor if medical needs change or if an accommodation is not effective in performing Essential Functions. 6) Uses this procedure without fear of retaliation and notifies HR if they believe they have been treated in a manner not in accordance with this policy.
Human Resources (HR)	<ol style="list-style-type: none"> 1) Upon receipt of an accommodation request, acknowledges request in writing and furnishes employee (or applicant) with a “Request for Reasonable Accommodation Package” to be completed by employee (or applicant) and treating healthcare provider. 2) If a request for Reasonable Accommodation is made to facilitate the application process, assists where requested. 3) Within three (3) business days of receipt of the completed “Request for Reasonable Accommodation Package,” acknowledges receipt to the employee in writing and schedules private meeting with the employee and their direct supervisor to engage in timely, good faith Interactive Process to determine if an effective Reasonable Accommodation is available. Meetings may take place in person, over the phone, via Microsoft Teams or another virtual platform. Schedules and conducts additional meetings as necessary to determine whether Reasonable Accommodation can be granted.

Responsible Party	Action
	<p>4) Within a reasonable amount after the Interactive Process meeting(s) concludes, issues a response letter to the employee and provides a copy to the supervisor. The formal response letter shall include the employee’s appeal rights.</p> <p>While the employee and/or their healthcare provider may request or recommend a specific Reasonable Accommodation, CalOptima Health may choose another Reasonable Accommodation if it is effective in allowing the employee to perform the essential functions of the job. If the employee fails to accept an effective Reasonable Accommodation offered by CalOptima Health, the employee may be precluded by their restrictions from remaining on the job.</p> <p>5) Manages any requested extensions or changes to the accommodation, and thoroughly documents each step of the Interactive Process. Retains records of Reasonable Accommodation request and response letters for as long as they remain in effect.</p> <p>6) Maintains regular communication with employee regarding the status of the accommodation.</p> <p>7) If Reasonable Accommodation becomes ineffective, re-engages with the employee to find an alternate Reasonable Accommodation that is effective.</p>
Supervisor and/or Manager	<p>1) Notifies HR upon learning that an employee may need a Reasonable Accommodation for their Disability.</p> <p>2) Notifies HR if an employee provides a medical certification or doctor’s note specifying any work restrictions.</p> <p>3) Participates in Interactive Process, as requested.</p> <p>4) If equipment or modifications to the work environment are approved, ensures the equipment or modifications are implemented in a timely fashion.</p> <p>5) Ensures employees and applicants are not discriminated against due to their Disability or participation in the Interactive Process.</p> <p>6) Monitors approved Reasonable Accommodations to ensure they are effective in allowing the requesting employee to perform all Essential Functions of their position. If the Reasonable Accommodation is ineffective, advises HR.</p>

FOR 20240377 REVIEW ONLY

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IV. ATTACHMENT(S)

1
2 Not Applicable
3

4 **V. REFERENCE(S)**

- 5
6 A. Americans with Disabilities Act of 1990, 42 U.S.C. Section 12101 et seq.
7 B. Fair Employment and Housing Act of 1959, California Government Code Sections 12900-12996
8 C. Title 29, Code of Federal Regulations (C.F.R.) Part 32
9 D. Title 29, Code of Federal Regulations (C.F.R.) Part 38.4
10

11 **VI. REGULATORY AGENCY APPROVAL(S)**

12
13 None to Date
14

15 **VII. BOARD ACTION(S)**

16

Date	Meeting
TBD	Regular Meeting of the CalOptima Health Board of Directors

17
18 **VIII. REVISION HISTORY**

19

Action	Date	Policy	Policy Title	Program(s)
Effective	TBD	GA.8063	Disability Accommodations	Administrative

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IX. GLOSSARY

Term	Definition
Disability	A physical or mental impairment that limits one or more major life activities. Major life activities include, but are not limited to, caring for oneself, performing manual tasks, seeing, hearing, eating, sleeping, walking, standing, lifting, bending, speaking, breathing, learning, reading, concentrating, thinking, communicating and working.
Essential Functions	Those job duties so fundamental to the position that the individual cannot do the job without being able to perform them. A job function can be “essential” if: <ol style="list-style-type: none">1. The position exists specifically to perform that function; or2. There are a limited number of employees who could perform the function if it were assigned; and/or3. The function is highly specialized and the incumbent in the position was hired for their expertise or ability to perform the function.
Genetic Information	As defined by GINA, includes an individual’s family medical history, the results of an individual’s or family member’s genetic tests, the fact that an individual or an individual’s family member sought or received genetic services, and genetic information of a fetus carried by an individual or an individual’s family member or an embryo lawfully held by an individual or family member receiving assistive reproductive services.
Interactive Process	A term used to describe the ongoing, good faith meeting with an employee to determine whether a Reasonable Accommodation can be made to an employee with a known Disability. The Interactive Process is the way in which employees, supervisors, and their departments determine whether Reasonable Accommodation can be made to allow an employee to perform the essential functions of their job, pursuant to the Americans with Disabilities Act (ADA) and the California Fair Employment and Housing Act (FEHA).
Qualified Individual with a Disability	An individual with a Disability who meets the requisite skill, experience, education, and other job-related requirements of the position and who either holds or desires to hold such position, and who can perform the Essential Functions of the position with or without a Reasonable Accommodation.
Reasonable Accommodation	A modification or adjustment to a hiring process, position, or work environment that enables a Qualified Individual with a Disability to perform the essential functions of the job or to have equal opportunity to obtain the job.
Undue Hardship	An accommodation that would be significantly difficult or expensive, or which is unduly extensive, substantial, disruptive, or would fundamentally alter the nature or operation of the business. The nature and cost of the accommodation in relation to the size, resources, nature, and structure of the employer’s operation will be considered. Requests will be assessed on a case-by-case basis to determine if an undue hardship exists.

4

CALOPTIMA HEALTH BOARD ACTION AGENDA REFERRAL

Action To Be Taken March 7, 2024

Regular Meeting of the CalOptima Health Board of Directors

Consent Calendar

7. Authorize Unbudgeted Expenditures and Appropriation of Funds for the Microsoft Azure Cloud Platform Subscription.

Contacts

Yunkyung Kim, Chief Operating Officer, (714) 923-8834

David O'Brien, Sr. Director Information Technology Services, (657) 900-1269

Recommended Actions

Authorize reallocation of budgeted but unused funds in the amount of \$2.5 million from the Fiscal Year (FY) 2022-23 and FY 2023-24 Digital Transformation Year One and Year Two Capital Budgets to the FY 2023-24 Digital Transformation Year Two Operating Budget to fund the budget shortfall for the Microsoft Azure Cloud Platform Subscription through June 30, 2024.

Background

As part of CalOptima Health's Workplace Modernization and Digital Transformation Strategy, Information Technology Services (ITS) will be evaluating and deploying multiple solutions. These solutions coincide with CalOptima Health's Cloud First strategy and take regulatory compliance and security measures into consideration. These initiatives will assist CalOptima Health in achieving its vision statement of removing barriers to achieve real-time claims payments and 24-hour treatment authorizations and doing annual assessments around social determinants of health by 2027. The projects and products that CalOptima Health implements will result in value-based care and improvements for member, provider, and employee experiences. These enhancements will provide CalOptima Health with the ability to be robust and agile and to scale as a future-focused healthcare organization.

Discussion

As an initial stage of the CalOptima Health Digital Transformation program, CalOptima Health migrated servers and technical workloads from the Orange County Data Center to the Microsoft Azure cloud platform. These migrations began in September 2022, and CalOptima Health has since migrated over 500 servers to the Microsoft Azure cloud, with an anticipated 340 more servers expected to migrate through December 2025. Migrating servers to the Microsoft Azure cloud platform eliminates the need for capital hardware and software purchases as well as the need for space and equipment in the Orange County Data Center. The migration to the Microsoft Azure cloud platform also enhances business continuity in the event of a system failure and provides faster ITS delivery of all technologies to CalOptima Health. Once servers are migrated to the Microsoft Azure cloud platform, many of the legacy ITS capital costs are replaced with operating subscription costs in the annual budget.

The operating subscription costs of this initiative are more costly than originally anticipated. The FY 2022-23 Digital Transformation Year One Operating Budget included \$650,000, and the FY 2023-24 Digital Transformation Year Two Operating Budget included \$1.6 million to fund the Microsoft Azure cloud platform subscription. Staff anticipates a budget shortfall of \$2.5 million through June 30, 2024. There are two primary reasons for the budget shortfall:

1. The cloud migrations have proceeded faster than originally planned. Working with a Microsoft partner in 2023 and utilizing a migration acceleration model called “lift and shift”, CalOptima Health was able to rapidly migrate nearly half the servers to the Azure cloud platform. This resulted in a seamless migration; however, CalOptima Health also incurred greater costs in years 1 and 2 than originally planned.
2. The costs to migrate servers to the Microsoft Azure cloud were greater than initially expected, and CalOptima Health did not properly anticipate the full costs of moving and running these servers in the Azure cloud platform. To achieve speed of migrations, CalOptima Health used Azure VMWare Solution (AVS), which is more costly than standard Azure by approximately 30%. Staff has since migrated off AVS to reduce the ongoing costs for the remaining migrations moving forward.

The two areas above are being addressed as follows:

1. CalOptima Health created a governance model to ensure that cloud servers are accurately tagged, sized, monitored, and tracked and that recurring costs are managed and reviewed regularly;
2. The ITS and Finance teams have improved the oversight of future cloud server migrations and are coordinating the anticipated migration costs within the migration roadmap through December 2025; and
3. The ITS team continues to optimize and modernize the cloud server platform, which will reduce the individual and recurring server subscription costs.

Fiscal Impact

The recommended action is budget neutral. Unspent budgeted funds of \$2.5 million that were approved as part of the CalOptima Health FY 2022-23 and FY 2023-24 Digital Transformation Year One and Year Two Capital Budgets will fund the action through June 30, 2024. Management will include updated operating expenses for this subscription in future budgets.

Rationale for Recommendation

Staff recommends the Board approve the recommended action to ensure the ongoing stability and security of CalOptima Health’s technology foundation and that there are adequate funds for the continued cloud server migrations and ongoing operational costs.

Concurrence

James Novello, Outside General Counsel, Kennaday Leavitt

Attachments

1. [DTS Capital Project Budget Reallocations](#)

/s/ Michael Hunn
Authorized Signature

03/01/2024
Date

DTS Capital Project Budget Reallocations

Capital Project Name	Budget Reallocation (From FY 2022-23 Digital Transformation Year One Capital Budget)	Budget Reallocation (From FY 2023-24 Digital Transformation Year Two Capital Budget)	Total Budget Reallocation (To FY 2023-24 Digital Transformation Year Two Operating Budget)	Rationale
Cybersecurity Asset Management Software Solution	\$432,000	--	\$432,000	Project not needed at this time with use of existing or alternative tools
Software Quality Assurance/ Testing tools	\$282,000	\$100,000	\$382,000	Project cancelled
Mobile Application Development Tool	\$146,000	\$25,000	\$171,000	Project cancelled
Migration of Provider and Member Portals to the Cloud	\$850,000	\$140,000	\$990,000	Project completed; unspent funds remaining
Member and Provider Portal Enhanced Stability	\$325,000	--	\$325,000	Project included in another budget item; funds available for reallocation
Customer Service System Enhanced Functions	\$200,000	--	\$200,000	Project included in another budget item; funds available for reallocation
Total	\$2,235,000	\$265,000	\$2,500,000	

CALOPTIMA HEALTH BOARD ACTION AGENDA REFERRAL

Action To Be Taken March 7, 2024

Regular Meeting of the CalOptima Health Board of Directors

Consent Calendar

8. Appoint a Medi-Cal Beneficiaries or Authorized Family Member and a Vice Chair to the Member Advisory Committee

Contacts

Ladan Khamseh, Executive Director, Operations, (714) 246-8866

Yunkyung Kim, Chief Operating Officer, (714) 923-8834

Recommended Actions

The Member Advisory Committee recommends the appointments of:

1. Margie Moore as the Medi-Cal Beneficiaries or Authorized Family Member Representative to fulfill an existing term ending June 30, 2025; and
2. Hai Hoang as the MAC Vice-Chair to fulfill the remaining term ending on September 12, 2024.

Background

The CalOptima Health Board of Directors established the Member Advisory Committee (MAC) by resolution on February 14, 1995, to serve solely in an advisory capacity and provide input and recommendations concerning CalOptima Health programs. The MAC is comprised of 17 voting members, including one standing member from the Orange County Social Services Agency.

Pursuant to Resolution Nos. 16-0804 and 20-0806, the CalOptima Health Board of Directors is responsible for the appointment of the MAC Vice Chair biennially from among appointed members. The Vice Chair may serve a two-year term.

Discussion

Medi-Cal Beneficiaries or Authorized Family Member

Staff conducted comprehensive outreach, including sending notifications to community-based organizations and conducting targeted community outreach to agencies serving Medi-Cal members, as well as posting recruitment materials on CalOptima Health's website. The MAC Nominations Ad Hoc Subcommittee, composed of MAC committee members Christine Tolbert, Sara Lee, and Connie Gonzalez, evaluated the single applicant for the Medi-Cal Beneficiaries or Authorized Family Member seat. The MAC Nominations Ad Hoc Subcommittee recommended the proposed candidate be forwarded to the MAC for consideration. At the February 8, 2024, MAC meeting, the MAC members accepted the recommended candidate as proposed by the Nominations Ad Hoc Subcommittee and requested that the proposed candidate Margie Moore be forwarded to the CalOptima Health's Board for consideration.

Background for the candidate for the Medi-Cal Beneficiaries or Authorized Family Member Representative position is as follows:

Margie Moore is the mother of a special needs adult who has Medi-Cal through CalOptima Health. A realtor for over 20 plus years, Ms. Moore currently volunteers at various organizations for the special needs community.

MAC Vice Chair Candidate

With the appointment of MAC Chair Maura Byron to a seat on the CalOptima Health Board of Directors and Vice Chair Christine Tolbert moving to the Chair seat, MAC members were asked to submit letters of interest for the Vice-Chair seat on the MAC prior to the February 8, 2024, MAC meeting. Hai Hoang sent a letter of interest for the Vice Chair seat. At the February 8, 2024, joint MAC and PAC meeting, members of the MAC voted to recommend Hai Hoang as Vice Chair.

Background for the recommended candidate for MAC Vice Chair is as follows, with information from their letter of interest:

Hai Hoang is currently the Chief Operating Officer at the Illumination Institute, working directly with CalOptima Health's youth, disabled, and adult/older adult populations. Presently, the Illumination Institute continues a parent mentoring program for children with intellectual/ developmental disabilities and their families that Mr. Hoang established when he was with Boat People SOS. The Illumination Institute also works with the Garden Grove and Santa Ana school districts assisting the medical and mental health support of children. Mr. Hoang has worked with the Vietnamese community since 2009 assisting children with intellectual/developmental disabilities and their families with health care navigation. Mr. Hoang has been a life-long advocate of the persons with disabilities population of Orange County for their medical and behavioral health needs. He currently holds the MAC Persons with Disabilities seat having been appointed to fill an existing term in 2020 and reappointed to the seat in 2023.

Fiscal Impact

Each authorized Medi-Cal Member or Authorized Family Member representative appointed to the MAC may receive a stipend of up to \$50 per committee meeting attended. Funding for the stipends is a budgeted item under the CalOptima Health Fiscal Year (FY) 2023-24 Operating Budget. Management will include funding for the stipends in the FY 2024-25 and future operating budgets. There is no additional fiscal impact from the recommended actions.

Rationale for Recommendation

As stated in policy AA.1219a, the MAC established a Nominations Ad Hoc Subcommittee to review potential candidates for vacancies on the committee. The MAC met to discuss the Ad Hoc Subcommittee's recommended candidates and concurred with the recommendation. The MAC forwards the recommended candidates to the Board of Directors for appointment consideration.

Concurrence

Member Advisory Committee
James Novello, Outside General Counsel, Kennaday Leavitt

CalOptima Health Board Action Agenda Referral
Appoint a Medi-Cal Beneficiaries or Authorized Family Member and
Vice Chair to CalOptima Health Board of Directors'
Member Advisory Committee
Page 3

Attachments

None

/s/ Michael Hunn
Authorized Signature

03/01/2024
Date



CalOptima Health

Financial Summary

January 31, 2024

Board of Directors Meeting
March 7, 2024

Nancy Huang, Chief Financial Officer

Our Mission

To serve member health with excellence and dignity, respecting the value and needs of each person.

Our Vision

By 2027, remove barriers to health care access for our members, implement same-day treatment authorizations and real-time claims payments for our providers, and annually assess members' social determinants of health.

Financial Highlights: January 2024

January 2024				July 2023 - January 2024				
Actual	Budget	\$ Variance	% Variance		Actual	Budget	\$ Variance	% Variance
934,605	884,996	49,609	5.6%	Member Months	6,771,525	6,594,328	177,197	2.7%
361,435,352	335,597,009	25,838,343	7.7%	Revenues	2,730,304,350	2,424,435,616	305,868,734	12.6%
358,147,678	317,609,449	(40,538,229)	(12.8%)	Medical Expenses	2,541,970,688	2,271,978,004	(269,992,684)	(11.9%)
21,729,892	21,763,358	33,466	0.2%	Administrative Expenses	130,791,563	145,958,947	15,167,384	10.4%
(18,442,218)	(3,775,798)	(14,666,420)	(388.4%)	Operating Margin	57,542,099	6,498,665	51,043,434	785.4%
15,093,309	2,083,330	13,009,979	624.5%	Net Investment Income/Expense	108,689,767	14,583,310	94,106,457	645.3%
(417)	(89,380)	88,963	99.5%	Net Rental Income/Expense	(15,388)	(455,659)	440,271	96.6%
704,756	-	704,756	100.0%	Net MCO Tax	704,756	-	704,756	100.0%
(8,600)	(1,003,219)	994,619	99.1%	Grant Expense	(29,481,061)	(27,022,536)	(2,458,525)	(9.1%)
-	-	-	0.0%	Net QAF & IGT Income/Expense	0	-	0	100.0%
-	-	-	0.0%	Other Income/Expense	(830,003)	-	(830,003)	(100.0%)
15,789,049	990,731	14,798,318	1,493.7%	Total Non-Operating Income (Loss)	79,068,071	(12,894,885)	91,962,956	713.2%
(2,653,170)	(2,785,067)	131,898	4.7%	Change in Net Assets	136,610,170	(6,396,220)	143,006,390	2,235.8%
99.1%	94.6%	4.5%		Medical Loss Ratio	93.1%	93.7%	(0.6%)	
6.0%	6.5%	0.5%		Administrative Loss Ratio	4.8%	6.0%	1.2%	
99.1%	94.6%	4.5%		*MLR (excluding Directed Payments)	92.7%	93.7%	(1.0%)	
6.0%	6.5%	0.5%		*ALR (excluding Directed Payments)	5.0%	6.0%	1.0%	

*CalOptima Health updated the category of Directed Payments per Department of Health Care Services instructions

Financial Highlights Notes: January 2024

- Notable events/items in January 2024
 - \$16.1 million of Housing and Homelessness Incentive Program (HHIP) funds disbursed
 - Enrollment Changes:
 - Kaiser transition: -59K
 - Newly eligible adult expansion members: +43K

FY 2023-24: Management Summary

- Change in Net Assets Surplus or (Deficit)
 - Month To Date (MTD) January 2024: (\$2.7) million, favorable to budget \$0.1million or 4.7%
 - Year To Date (YTD) July 2023 – January 2024: \$136.6 million, favorable to budget \$143.0 million or 2,235.8% due to favorable performance and net investment income
- Enrollment
 - MTD: 934,605 members, favorable to budget 49,609 or 5.6%
 - YTD: 6,771,525 member months, favorable to budget 177,197 or 2.7%

FY 2023-24: Management Summary (cont.)

○ Revenue

- MTD: \$361.4 million, favorable to budget \$25.8 million or 7.7% driven by the Medi-Cal (MC) Line of Business (LOB)
 - Due to favorable enrollment, membership mix and favorable capitation rates from the Department of Health Care Services (DHCS)
- YTD: \$2,730.3 million, favorable to budget \$305.9 million or 12.6%
 - Driven primarily by Calendar Year (CY) 2022 Hospital Directed Payments (DP), CalAIM Incentive Payment Program (IPP), favorable capitation rates and favorable membership mix

FY 2023-24: Management Summary (cont.)

○ Medical Expenses

- MTD: \$358.1 million, unfavorable to budget \$40.5 million or 12.8%
 - Professional Claims expense unfavorable variance of \$18.6 million due to volume, post Public Health Emergency (PHE) payments and Community Support (CS) services
 - Incentive Payments expense unfavorable variance of \$17.1 million primarily due to HHIP
- YTD: \$2,542.0 million, unfavorable to budget \$270.0 million or 11.9%
 - Driven primarily by CY 2022 Hospital DP, post PHE payments, CS services, and HHIP

FY 2023-24: Management Summary (cont.)

- Administrative Expenses
 - MTD: \$21.7 million, favorable to budget \$33,466 or 0.2%
 - YTD: \$130.8 million, favorable to budget \$15.2 million or 10.4%
- Non-Operating Income (Loss)
 - MTD: \$15.8 million, favorable to budget \$14.8 million or 1,493.7% due primarily to net investment income
 - YTD: \$79.1 million, favorable to budget \$92.0 million or 713.2% due primarily to net investment income

FY 2023-24: Key Financial Ratios

- Medical Loss Ratio (MLR)
 - MTD: Actual 99.1% (99.1% excluding DP), Budget 94.6%
 - YTD: Actual 93.1% (92.7% excluding DP), Budget 93.7%
- Administrative Loss Ratio (ALR)
 - MTD: Actual 6.0% (6.0% excluding DP), Budget 6.5%
 - YTD: Actual 4.8% (5.0% excluding DP), Budget 6.0%
- Balance Sheet Ratios
 - Current ratio*: 1.5
 - Board Designated Reserve level: 1.88
 - Net-position: \$1.8 billion, including required Tangible Net Equity (TNE) of \$118.9 million

*Current ratio compares current assets to current liabilities. It measures CalOptima Health's ability to pay short-term obligations

Enrollment Summary: January 2024

January 2024				July 2023 - January 2024					
Actual	Budget	\$ Variance	% Variance	Enrollment (by Aid Category)	Actual	Budget	\$ Variance	% Variance	
135,276	136,580	(1,304)	(1.0%)	SPD	997,670	976,504	21,166	2.2%	
270,977	278,236	(7,259)	(2.6%)	TANF Child	2,065,652	2,154,539	(88,887)	(4.1%)	
153,012	134,333	18,679	13.9%	TANF Adult	999,033	908,234	90,799	10.0%	
2,728	3,116	(388)	(12.5%)	LTC	20,106	21,824	(1,718)	(7.9%)	
344,585	303,943	40,642	13.4%	MCE	2,484,119	2,326,947	157,172	6.8%	
10,194	10,526	(332)	(3.2%)	WCM	78,135	78,891	(756)	(1.0%)	
916,772	866,734	50,038	5.8%	Medi-Cal Total	6,644,715	6,466,939	177,776	2.7%	
17,380	17,783	(403)	(2.3%)	OneCare	123,724	124,128	(404)	(0.3%)	
453	479	(26)	(5.4%)	PACE	3,086	3,261	(175)	(5.4%)	
492	568	(76)	(13.4%)	MSSP	3,477	3,976	(499)	(12.6%)	
934,605	884,996	49,609	5.6%	CalOptima Health Total	6,771,525	6,594,328	177,197	2.7%	

*CalOptima Health Total does not include MSSP

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Consolidated Revenue & Expenses: January 2024 MTD

	Medi-Cal Classic/WCM	Medi-Cal Expansion	Total Medi-Cal	OneCare	OneCare Connect	PACE	MSSP	Consolidated
MEMBER MONTHS	572,187	344,585	916,772	17,380		453	492	934,605
REVENUES								
Capitation Revenue	\$ 194,533,662	\$ 129,566,913	\$ 324,100,575	\$ 33,348,289	\$ 4	\$ 3,771,749	\$ 214,734	\$ 361,435,352
Total Operating Revenue	194,533,662	129,566,913	324,100,575	33,348,289	4	3,771,749	214,734	361,435,352
MEDICAL EXPENSES								
Provider Capitation	55,768,227	45,162,055	100,930,281	14,317,095				115,247,376
Claims	84,244,910	53,357,908	137,602,818	7,047,067	9,277	1,607,709		146,266,872
MLTSS	47,228,620	6,345,822	53,574,442		(737)	(19,384)	26,339	53,580,660
Prescription Drugs	-			8,654,606			587,954	9,242,560
Case Mgmt & Other Medical	19,231,191	12,069,051	31,300,242	1,033,001	(1,639)	1,333,095	145,511	33,810,210
Total Medical Expenses	206,472,947	116,934,837	323,407,784	31,051,769	6,901	3,509,374	171,851	358,147,678
Medical Loss Ratio	106.1%	90.3%	99.8%	93.1%	182071.8%	93.0%	80.0%	99.1%
GROSS MARGIN	(11,939,285)	12,632,077	692,792	2,296,521	(6,897)	262,375	42,884	3,287,674
ADMINISTRATIVE EXPENSES								
Salaries & Benefits			12,230,258	1,143,582		184,927	104,454	13,663,221
Non-Salary Operating Expenses			3,917,567	476,210		(19,372)	1,333	4,375,739
Depreciation & Amortization			921,060			1,124		922,184
Other Operating Expenses			2,341,208	69,606		9,495	6,630	2,426,939
Indirect Cost Allocation, Occupancy			(594,092)	915,251		14,489	6,161	341,809
Total Administrative Expenses			18,816,001	2,604,648	-	190,665	118,579	21,729,892
Administrative Loss Ratio			5.8%	7.8%	0.0%	5.1%	55.2%	6.0%
Operating Income/(Loss)			(18,123,209)	(308,128)	(6,897)	71,710	(75,695)	(18,442,218)
Investments and Other Non-Operating			704,756					15,789,049
CHANGE IN NET ASSETS			\$ (17,418,453)	\$ (308,128)	\$ (6,897)	\$ 71,710	\$ (75,695)	\$ (2,653,170)
BUDGETED CHANGE IN NET ASSETS			(1,194,381)	(2,355,515)	-	(147,147)	(78,755)	(2,785,067)
Variance to Budget - Fav/(Unfav)			\$ (16,224,072)	\$ 2,047,387	\$ (6,897)	\$ 218,857	\$ 3,060	\$ 131,898

Consolidated Revenue & Expenses: January 2024 YTD

	Medi-Cal Classic/WCM	Medi-Cal Expansion	Total Medi-Cal	OneCare	OneCare Connect	PACE	MSSP	Consolidated
MEMBER MONTHS	4,160,596	2,484,119	6,644,715	123,724		3,086	3,477	6,771,525
REVENUES								
Capitation Revenue	\$ 1,446,137,757	\$ 1,033,767,133	\$2,479,904,890	\$ 223,566,658	\$ (1,367,061)	\$ 26,704,778	\$ 1,495,084	\$ 2,730,304,350
Total Operating Revenue	1,446,137,757	1,033,767,133	2,479,904,890	223,566,658	(1,367,061)	26,704,778	1,495,084	2,730,304,350
MEDICAL EXPENSES								
Provider Capitation	419,621,031	335,631,199	755,252,230	91,706,683				846,958,913
Claims	538,623,101	343,732,302	882,355,403	47,179,033	(222)	10,971,170		940,505,385
MLTSS	311,017,300	41,632,553	352,649,852	-	(21,418)	38,516	169,933	352,836,883
Prescription Drugs	(11,660)		(11,660)	54,899,834	(1,822,942)	3,397,504		56,462,735
Case Mgmt & Other Medical	195,981,891	131,354,217	327,336,108	8,717,280	46,241	8,071,686	1,035,457	345,206,772
Total Medical Expenses	1,465,231,663	852,350,270	2,317,581,933	202,502,829	(1,798,341)	22,478,876	1,205,390	2,541,970,688
Medical Loss Ratio	101.3%	82.5%	93.5%	90.6%	131.5%	84.2%	80.6%	93.1%
GROSS MARGIN	(19,093,906)	181,416,863	162,322,957	21,063,829	431,280	4,225,903	289,694	188,333,662
ADMINISTRATIVE EXPENSES								
Salaries & Benefits			76,497,458	7,020,652	(0)	1,140,316	670,919	85,329,345
Non-Salary Operating Expenses			16,945,835	2,391,496	(4,364)	368,813	9,360	19,711,141
Depreciation & Amortization			6,345,227			7,847		6,353,074
Other Operating Expenses			16,257,716	415,726		64,194	38,805	16,776,441
Indirect Cost Allocation, Occupancy			(3,930,697)	6,406,756		102,380	43,124	2,621,563
Total Administrative Expenses			112,115,540	16,234,630	(4,364)	1,683,550	762,207	130,791,563
Administrative Loss Ratio			4.5%	7.3%	0.3%	6.3%	51.0%	4.8%
Operating Income/(Loss)			50,207,417	4,829,199	435,644	2,542,353	(472,513)	57,542,099
Investments and Other Non-Operating			(125,247)					79,068,071
CHANGE IN NET ASSETS			\$ 50,082,170	\$ 4,829,199	\$ 435,644	\$ 2,542,353	\$ (472,513)	\$ 136,610,170
BUDGETED CHANGE IN NET ASSETS			23,679,450	(16,680,814)	-	10,432	(510,403)	(6,396,220)
Variance to Budget - Fav/(Unfav)	\$ 26,402,720	\$ 21,510,013	\$ 435,644	\$ 2,531,921	\$ 37,890	\$ 143,006,390		

Balance Sheet: As of January 2024

ASSETS

Current Assets	
Operating Cash	\$824,733,194
Short-term Investments	1,655,714,803
Receivables & Other Current Assets	890,982,914
Total Current Assets	3,371,430,911
Capital Assets	
Capital Assets	169,317,135
Less Accumulated Depreciation	(74,914,248)
Capital Assets, Net of Depreciation	94,402,887
Other Assets	
Restricted Deposits	300,588
Board Designated Reserve	631,883,194
Total Other Assets	632,183,782
TOTAL ASSETS	4,098,017,581
Deferred Outflows	75,969,067
TOTAL ASSETS & DEFERRED OUTFLOWS	4,173,986,648

LIABILITIES & NET POSITION

Current Liabilities	
Accounts Payable	\$436,915,293
Medical Claims Liability and Capitation Payable	1,691,504,890
Capitation and Withholds	118,424,065
Other Current Liabilities	33,935,607
Total Current Liabilities	2,280,779,856
Other Liabilities	
GASB 96 Subscription Liabilities	15,672,256
Postemployment Health Care Plan	19,277,451
Net Pension Liabilities	40,465,145
Total Other Liabilities	75,414,852
TOTAL LIABILITIES	2,356,194,708
Deferred Inflows	11,175,516
Net Position	
TNE	118,878,764
Funds in Excess of TNE	1,687,737,660
TOTAL NET POSITION	1,806,616,424
TOTAL LIABILITIES, DEFERRED INFLOWS & NET POSITION	4,173,986,648

Board Designated Reserve and TNE Analysis: As of January 2024

Type	Reserve Name	Market Value	Benchmark		Variance	
			Low	High	Mkt - Low	Mkt - High
	Tier 1 - Payden & Rygel	258,125,128				
	Tier 1 - MetLife	255,918,295				
Board Designated Reserve		514,043,424	351,571,544	553,193,105	162,471,879	(39,149,681)
	Tier 2 - Payden & Rygel	59,090,686				
	Tier 2 - MetLife	58,749,085				
TNE Requirement		117,839,770	118,878,764	118,878,764	(1,038,994)	(1,038,994)
	Consolidated:	631,883,194	470,450,308	672,071,869	161,432,886	(40,188,675)
	<i>Current reserve level</i>	<i>1.88</i>	<i>1.40</i>	<i>2.00</i>		

Net Assets Analysis: As of January 2024

Category	Item Description	Amount (millions)	Approved Initiative	Expense to Date	%
Total Net Position @ 1/31/2024		\$1,806.6			100.0%
Resources Assigned	Board Designated Reserve ¹	\$631.9			35.0%
	Capital Assets, net of Depreciation ²	\$94.4			5.2%
Resources Allocated³	Homeless Health Initiative ⁴	\$18.0	\$59.9	\$41.9	1.0%
	Housing and Homelessness Incentive Program ⁴	38.0	122.2	84.2	2.1%
	Intergovernmental Transfers (IGT)	57.8	111.7	53.9	3.2%
	Digital Transformation and Workplace Modernization	60.5	100.0	39.5	3.3%
	Mind OC Grant (Orange)	0.0	1.0	1.0	0.0%
	Outreach Strategy for CalFresh, Redetermination support, and other programs	5.5	8.0	2.5	0.3%
	Coalition of Orange County Community Health Centers Grant	30.0	50.0	20.0	1.7%
	Mind OC Grant (Irvine)	0.0	15.0	15.0	0.0%
	OneCare Member Health Rewards and Incentives	0.5	1.0	0.5	0.0%
	General Awareness Campaign	1.2	2.7	1.5	0.1%
	Member Health Needs Assessment	0.8	1.0	0.2	0.0%
	Five-Year Hospital Quality Program Beginning MY 2023	143.8	153.5	9.7	8.0%
	Medi-Cal Annual Wellness Initiative	2.0	3.8	1.8	0.1%
	Skilled Nursing Facility Access Program	10.0	10.0	0.0	0.6%
	In-Home Care Pilot Program with the UCI Family Health Center	1.4	2.0	0.6	0.1%
	National Alliance for Mental Illness Orange County Peer Support Program	4.0	5.0	1.0	0.2%
	Community Living and PACE center (previously approved for project located in Tustin)	17.6	18.0	0.4	1.0%
	Stipend Program for Master of Social Work Students	0.0	5.0	5.0	0.0%
	Wellness & Prevention Program	2.1	2.7	0.6	0.1%
	CalOptima Health Provider Workforce Development Fund	50.0	50.0	0.0	2.8%
	Distribution Event- Naloxone	2.5	15.0	12.5	0.1%
	Garden Grove Bldg Improvement	10.3	10.5	0.2	0.6%
	Post-Pandemic Supplemental	59.1	107.5	48.4	3.3%
CalOptima Health Community Reinvestment Program	38.0	38.0	0.0	2.1%	
Outreach Strategy for newly eligible Adult Expansion members	5.0	5.0	0.0	0.3%	
Quality Initiatives from unearned Pay for Value Program	23.3	23.3	0.0	1.3%	
	Subtotal:	\$581.3	\$921.8	\$340.5	32.2%
Resources Available for New Initiatives	Unallocated/Unassigned ¹	\$499.0			27.6%

¹ Total of Board Designated Reserve and unallocated reserve amount can support approximately 96 days of CalOptima Health's current operations

² Increase due to the adoption of GASB 96 Subscription-Based Information Technology Arrangements

³ Initiatives that have been paid in full in the previous year are omitted from the list of Resources Allocated

⁴ See HHI and HHIP summaries and Allocated Funds for list of Board approved initiatives

Homeless Health Initiative and Allocated Funds: As of January 2024

Funds Allocation, approved initiatives:	Allocated Amount	Utilized Amount	Remaining Approved Amount
Enhanced Medi-Cal Services at the Be Well OC Regional Mental Health and Wellness Campus	11,400,000	11,400,000	-
Recuperative Care	6,194,190	6,194,190	-
Medical Respite	250,000	250,000	-
Day Habilitation (County for HomeKey)	2,500,000	2,500,000	-
Clinical Field Team Start-up & Federally Qualified Health Center (FQHC)	1,600,000	1,600,000	-
CalOptima Health Homeless Response Team	1,681,734	1,681,734	-
Homeless Coordination at Hospitals	10,000,000	9,956,478	43,522
CalOptima Health Days, Homeless Clinical Access Program (HCAP) and FQHC Administrative Support	963,261	739,564	223,697
FQHC (Community Health Center) Expansion	21,902	21,902	-
HCAP and CalOptima Health Days	9,888,914	3,420,400	6,468,514
Vaccination Intervention and Member Incentive Strategy	123,348	54,649	68,699
Street Medicine	8,276,652	4,102,786	4,173,866
Outreach and Engagement	7,000,000	-	7,000,000
Housing and Homelessness Incentive Program (HHIP) ¹	40,100,000	-	40,100,000
Subtotal of Approved Initiatives	\$ 100,000,000	\$ 41,921,702	\$ 58,078,298
Transfer of funds to HHIP ¹	(40,100,000)	-	(40,100,000)
Program Total	\$ 59,900,000	\$ 41,921,702	\$ 17,978,298

Notes:

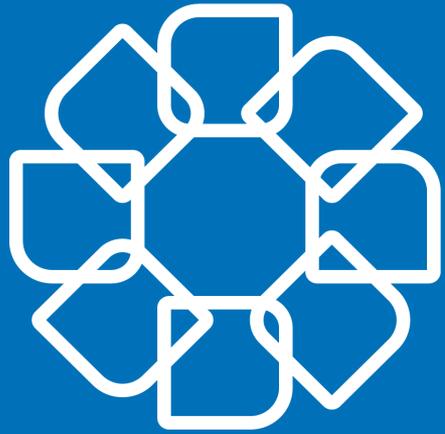
¹On September 1, 2022, CalOptima Health's Board of Directors approved reallocation of \$40.1M from HHI to HHIP.

Housing and Homelessness Incentive Program As of January 2024

Funds Allocation, approved initiatives:	Allocated Amount	Utilized Amount	Remaining Approved Amount
Office of Care Coordination	2,200,000	2,200,000	-
Pulse For Good	800,000	388,850	411,150
Consultant	600,000	-	600,000
Equity Grants for Programs Serving Underrepresented Populations	4,021,311	2,922,299	1,099,013
Infrastructure Projects	5,832,314	5,321,731	510,583
Capital Projects	98,247,369	73,300,000	24,947,369
System Change Projects	10,180,000	-	10,180,000
Non-Profit Healthcare Academy	354,530	112,025	242,505
Total of Approved Initiatives	\$ 122,235,524 ¹	\$ 84,244,905	\$ 37,990,620

Notes:

¹Total funding \$122.2M: \$40.1M Board-approved reallocation from HHI, \$47.2M from CalOptima Health existing reserves and \$34.8M from DHCS HHIP incentive payments



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UNAUDITED FINANCIAL STATEMENTS

January 31, 2024

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**CalOptima Health - Consolidated
Financial Highlights
For the Seven Months Ending January 31, 2024**

January 2024				July 2023 - January 2024				
Actual	Budget	\$ Variance	% Variance		Actual	Budget	\$ Variance	% Variance
934,605	884,996	49,609	5.6%	Member Months	6,771,525	6,594,328	177,197	2.7%
361,435,352	335,597,009	25,838,343	7.7%	Revenues	2,730,304,350	2,424,435,616	305,868,734	12.6%
358,147,678	317,609,449	(40,538,229)	(12.8%)	Medical Expenses	2,541,970,688	2,271,978,004	(269,992,684)	(11.9%)
21,729,892	21,763,358	33,466	0.2%	Administrative Expenses	130,791,563	145,958,947	15,167,384	10.4%
(18,442,218)	(3,775,798)	(14,666,420)	(388.4%)	Operating Margin	57,542,099	6,498,665	51,043,434	785.4%
				Non-Operating Income (Loss)				
15,093,309	2,083,330	13,009,979	624.5%	Net Investment Income/Expense	108,689,767	14,583,310	94,106,457	645.3%
(417)	(89,380)	88,963	99.5%	Net Rental Income/Expense	(15,388)	(455,659)	440,271	96.6%
704,756	-	704,756	100.0%	Net MCO Tax	704,756	-	704,756	100.0%
(8,600)	(1,003,219)	994,619	99.1%	Grant Expense	(29,481,061)	(27,022,536)	(2,458,525)	(9.1%)
-	-	-	0.0%	Other Income/Expense	(830,003)	-	(830,003)	(100.0%)
15,789,049	990,731	14,798,318	1493.7%	Total Non-Operating Income (Loss)	79,068,071	(12,894,885)	91,962,956	713.2%
(2,653,170)	(2,785,067)	131,898	4.7%	Change in Net Assets	136,610,170	(6,396,220)	143,006,390	2235.8%
99.1%	94.6%	4.5%		Medical Loss Ratio	93.1%	93.7%	(0.6%)	
6.0%	6.5%	0.5%		Administrative Loss Ratio	4.8%	6.0%	1.2%	
(5.1%)	(1.1%)	(4.0%)		Operating Margin Ratio	2.1%	0.3%	1.8%	
100.0%	100.0%			Total Operating	100.0%	100.0%		
99.1%	94.6%	4.5%		*MLR (excluding Directed Payments)	92.7%	93.7%	(1.0%)	
6.0%	6.5%	0.5%		*ALR (excluding Directed Payments)	5.0%	6.0%	1.0%	

*CalOptima Health updated the category of Directed Payments per Department of Health Care Services instructions

**CalOptima Health - Consolidated
Full Time Employee Data
For the Seven Months Ending January 31, 2024**

Total FTE's MTD			
	Actual	Budget	Fav/Unfav
Medi-Cal	1,256	1,341	85
OneCare	177	194	17
PACE	106	115	9
MSSP	19	24	5
Total	1,558	1,673	115

Total FTE's YTD			
	Actual	Budget	Fav/Unfav
Medi-Cal	8,776	9,455	679
OneCare	1,273	1,376	103
PACE	730	729	(1)
MSSP	139	165	26
Total	10,917	11,724	807

MM per FTE MTD			
	Actual	Budget	Fav/Unfav
Medi-Cal	730	646	(84)
OneCare	98	92	(7)
PACE	4	4	0
MSSP	26	24	(2)
Consolidated	600	529	(71)

MM per FTE YTD			
	Actual	Budget	Fav/Unfav
Medi-Cal	757	684	(73)
OneCare	97	90	(7)
PACE	4	4	0
MSSP	25	24	(1)
Consolidated	620	562	(58)

Open FTE			
	Total	Medical	Admin
Medi-Cal	83.75	35.00	48.75
OneCare	12.75	6.75	6.00
PACE	4.00	4.00	0.00
MSSP	4.00	4.00	0.00
Total	104.50	49.75	54.75

**CalOptima Health - Consolidated - Month to Date
Statement of Revenues and Expenses
For the One Month Ending January 31, 2024**

	Actual		Budget		Variance	
	\$	PMPM	\$	PMPM	\$	PMPM
MEMBER MONTHS	934,605		884,996		49,609	
REVENUE						
Medi-Cal	\$ 324,100,575	\$ 353.52	\$ 298,095,556	\$ 343.93	\$ 26,005,019	\$ 9.59
OneCare	33,348,289	1,918.77	33,078,943	1,860.14	269,346	58.63
OneCare Connect	4		-		4	-
PACE	3,771,749	8,326.16	4,168,992	8,703.53	(397,243)	(377.37)
MSSP	214,734	436.45	253,518	446.33	(38,784)	(9.88)
Total Operating Revenue	<u>361,435,352</u>	<u>386.73</u>	<u>335,597,009</u>	<u>379.21</u>	<u>25,838,343</u>	<u>7.52</u>
MEDICAL EXPENSES						
Medi-Cal	323,407,784	352.77	280,628,865	323.78	(42,778,919)	(28.99)
OneCare	31,051,769	1,786.64	32,708,817	1,839.33	1,657,048	52.69
OneCare Connect	6,901		-		(6,901)	-
PACE	3,509,374	7,746.96	4,053,076	8,461.54	543,702	714.58
MSSP	171,851	349.29	218,691	385.02	46,840	35.73
Total Medical Expenses	<u>358,147,678</u>	<u>383.21</u>	<u>317,609,449</u>	<u>358.88</u>	<u>(40,538,229)</u>	<u>(24.33)</u>
GROSS MARGIN	3,287,674	3.52	17,987,560	20.33	(14,699,886)	(16.81)
ADMINISTRATIVE EXPENSES						
Salaries and Benefits	13,663,221	14.62	13,280,084	15.01	(383,137)	0.39
Professional Fees	1,444,275	1.55	1,187,867	1.34	(256,408)	(0.21)
Purchased Services	2,279,887	2.44	2,284,926	2.58	5,039	0.14
Printing & Postage	651,576	0.70	539,269	0.61	(112,307)	(0.09)
Depreciation & Amortization	922,184	0.99	400,900	0.45	(521,284)	(0.54)
Other Expenses	2,426,939	2.60	3,625,433	4.10	1,198,494	1.50
Indirect Cost Allocation, Occupancy	341,809	0.37	444,879	0.50	103,070	0.13
Total Administrative Expenses	<u>21,729,892</u>	<u>23.25</u>	<u>21,763,358</u>	<u>24.59</u>	<u>33,466</u>	<u>1.34</u>
INCOME (LOSS) FROM OPERATIONS	(18,442,218)	(19.73)	(3,775,798)	(4.27)	(14,666,420)	(15.46)
INVESTMENT INCOME						
Interest Income	13,656,819	14.61	2,083,330	2.35	11,573,489	12.26
Realized Gain/(Loss) on Investments	(296,906)	(0.32)	-	-	(296,906)	(0.32)
Unrealized Gain/(Loss) on Investments	1,733,396	1.85	-	-	1,733,396	1.85
Total Investment Income	<u>15,093,309</u>	<u>16.15</u>	<u>2,083,330</u>	<u>2.35</u>	<u>13,009,979</u>	<u>13.80</u>
NET RENTAL INCOME	(417)	-	(89,380)	(0.10)	88,963	0.10
TOTAL MCO TAX	704,756	0.75	-	-	704,756	0.75
TOTAL GRANT EXPENSE	(8,600)	(0.01)	(1,003,219)	(1.13)	994,619	1.12
CHANGE IN NET ASSETS	<u>(2,653,170)</u>	<u>(2.84)</u>	<u>(2,785,067)</u>	<u>(3.15)</u>	<u>131,898</u>	<u>0.31</u>
MEDICAL LOSS RATIO	99.1%		94.6%		4.5%	
ADMINISTRATIVE LOSS RATIO	6.0%		6.5%		0.5%	

**CalOptima Health- Consolidated - Year to Date
Statement of Revenues and Expenses
For the Seven Months Ending January 31, 2024**

	Actual		Budget		Variance	
	\$	PMPM	\$	PMPM	\$	PMPM
MEMBER MONTHS	6,771,525		6,594,328		177,197	
REVENUE						
Medi-Cal	\$ 2,479,904,890	\$ 373.21	2,172,960,615	\$ 336.01	\$ 306,944,275	\$ 37.20
OneCare	223,566,658	1,806.98	221,798,491	1,786.85	1,768,167	20.13
OneCare Connect	(1,367,061)		-		(1,367,061)	0.00
PACE	26,704,778	8,653.53	27,901,884	8,556.24	(1,197,106)	97.29
MSSP	1,495,084	429.99	1,774,626	446.33	(279,542)	(16.34)
Total Operating Revenue	<u>2,730,304,350</u>	<u>403.2</u>	<u>2,424,435,616</u>	<u>367.65</u>	<u>305,868,734</u>	<u>35.55</u>
MEDICAL EXPENSES						
Medi-Cal	2,317,581,933	348.79	2,024,173,916	313.00	(293,408,017)	(35.79)
OneCare	202,502,829	1,636.73	219,841,178	1,771.08	17,338,349	134.35
OneCare Connect	(1,798,341)				1,798,341	0.00
PACE	22,478,876	7,284.15	26,437,183	8,107.08	3,958,307	822.93
MSSP	1,205,390	346.68	1,525,727	383.73	320,337	37.05
Total Medical Expenses	<u>2,541,970,688</u>	<u>375.39</u>	<u>2,271,978,004</u>	<u>344.54</u>	<u>(269,992,684)</u>	<u>(30.85)</u>
GROSS MARGIN	188,333,662	27.81	152,457,612	23.11	35,876,050	4.70
ADMINISTRATIVE EXPENSES						
Salaries and Benefits	85,329,345	12.60	87,790,878	13.31	2,461,533	0.71
Professional Fees	5,602,716	0.83	7,718,354	1.17	2,115,638	0.34
Purchased Services	10,338,249	1.53	15,430,972	2.34	5,092,723	0.81
Printing & Postage	3,770,176	0.56	3,931,168	0.60	160,992	0.04
Depreciation & Amortization	6,353,074	0.94	2,806,300	0.43	(3,546,774)	(0.51)
Other Expenses	16,776,441	2.48	25,167,122	3.82	8,390,681	1.34
Indirect Cost Allocation, Occupancy	2,621,563	0.39	3,114,153	0.47	492,590	0.08
Total Administrative Expenses	<u>130,791,563</u>	<u>19.31</u>	<u>145,958,947</u>	<u>22.13</u>	<u>15,167,384</u>	<u>2.82</u>
INCOME (LOSS) FROM OPERATIONS	57,542,099	8.50	6,498,665	0.99	51,043,434	7.51
INVESTMENT INCOME						
Interest Income	91,262,165	13.48	14,583,310	2.21	76,678,855	11.27
Realized Gain/(Loss) on Investments	(2,536,079)	(0.37)	-	0.00	(2,536,079)	(0.37)
Unrealized Gain/(Loss) on Investments	19,963,681	2.95	-	0.00	19,963,681	2.95
Total Investment Income	<u>108,689,767</u>	<u>16.05</u>	<u>14,583,310</u>	<u>2.21</u>	<u>94,106,457</u>	<u>13.84</u>
NET RENTAL INCOME	(15,388)	0.00	(455,659)	(0.07)	440,271	0.07
TOTAL MCO TAX	704,756	0.10	-	0.00	704,756	0.10
TOTAL GRANT EXPENSE	(29,481,061)	(4.35)	(27,022,536)	(4.10)	(2,458,525)	(0.25)
OTHER INCOME/EXPENSE	(830,003)	(0.12)	-	0.00	(830,003)	(0.12)
CHANGE IN NET ASSETS	<u>136,610,170</u>	<u>20.17</u>	<u>(6,396,220)</u>	<u>(0.97)</u>	<u>143,006,390</u>	<u>21.14</u>
MEDICAL LOSS RATIO	93.1%		93.7%		(0.6%)	
ADMINISTRATIVE LOSS RATIO	4.8%		6.0%		1.2%	

CalOptima Health - Consolidated - Month to Date
Statement of Revenues and Expenses by LOB
For the One Month Ending January 31, 2024

	Medi-Cal Classic/WCM	Medi-Cal Expansion	Total Medi-Cal	OneCare	OneCare Connect	PACE	MSSP	Consolidated
MEMBER MONTHS	572,187	344,585	916,772	17,380		453	492	934,605
REVENUES								
Capitation Revenue	\$ 194,533,662	\$ 129,566,913	\$ 324,100,575	\$ 33,348,289	\$ 4	\$ 3,771,749	\$ 214,734	\$ 361,435,352
Total Operating Revenue	194,533,662	129,566,913	324,100,575	33,348,289	4	3,771,749	214,734	361,435,352
MEDICAL EXPENSES								
Provider Capitation	55,768,227	45,162,055	100,930,281	14,317,095				115,247,376
Claims	84,244,910	53,357,908	137,602,818	7,047,067	9,277	1,607,709		146,266,872
MLTSS	47,228,620	6,345,822	53,574,442		(737)	(19,384)	26,339	53,580,660
Prescription Drugs	-			8,654,606		587,954		9,242,560
Case Mgmt & Other Medical	19,231,191	12,069,051	31,300,242	1,033,001	(1,639)	1,333,095	145,511	33,810,210
Total Medical Expenses	206,472,947	116,934,837	323,407,784	31,051,769	6,901	3,509,374	171,851	358,147,678
<i>Medical Loss Ratio</i>	<i>106.1%</i>	<i>90.3%</i>	<i>99.8%</i>	<i>93.1%</i>	<i>182071.8%</i>	<i>93.0%</i>	<i>80.0%</i>	<i>99.1%</i>
GROSS MARGIN	(11,939,285)	12,632,077	692,792	2,296,521	(6,897)	262,375	42,884	3,287,674
ADMINISTRATIVE EXPENSES								
Salaries & Benefits			12,230,258	1,143,582		184,927	104,454	13,663,221
Non-Salary Operating Expenses			3,917,567	476,210		(19,372)	1,333	4,375,739
Depreciation & Amortization			921,060			1,124		922,184
Other Operating Expenses			2,341,208	69,606		9,495	6,630	2,426,939
Indirect Cost Allocation, Occupancy			(594,092)	915,251		14,489	6,161	341,809
Total Administrative Expenses			18,816,001	2,604,648	-	190,665	118,579	21,729,892
<i>Administrative Loss Ratio</i>			<i>5.8%</i>	<i>7.8%</i>	<i>0.0%</i>	<i>5.1%</i>	<i>55.2%</i>	<i>6.0%</i>
Operating Income/(Loss)			(18,123,209)	(308,128)	(6,897)	71,710	(75,695)	(18,442,218)
Investments and Other Non-Operating			704,756					15,789,049
CHANGE IN NET ASSETS			\$ (17,418,453)	\$ (308,128)	\$ (6,897)	\$ 71,710	\$ (75,695)	\$ (2,653,170)
BUDGETED CHANGE IN NET ASSETS			(1,194,381)	(2,355,515)	-	(147,147)	(78,755)	(2,785,067)
Variance to Budget - Fav/(Unfav)			\$ (16,224,072)	\$ 2,047,387	\$ (6,897)	\$ 218,857	\$ 3,060	\$ 131,898

CalOptima Health - Consolidated - Year to Date
Statement of Revenues and Expenses by LOB
For the Seven Months Ending January 31, 2024

	Medi-Cal Classic/WCM	Medi-Cal Expansion	Total Medi-Cal	OneCare	OneCare Connect	PACE	MSSP	Consolidated
MEMBER MONTHS	4,160,596	2,484,119	6,644,715	123,724		3,086	3,477	6,771,525
REVENUES								
Capitation Revenue	\$ 1,446,137,757	\$ 1,033,767,133	\$ 2,479,904,890	\$ 223,566,658	\$ (1,367,061)	\$ 26,704,778	\$ 1,495,084	\$ 2,730,304,350
Total Operating Revenue	1,446,137,757	1,033,767,133	2,479,904,890	223,566,658	(1,367,061)	26,704,778	1,495,084	2,730,304,350
MEDICAL EXPENSES								
Provider Capitation	419,621,031	335,631,199	755,252,230	91,706,683				846,958,913
Claims	538,623,101	343,732,302	882,355,403	47,179,033	(222)	10,971,170		940,505,385
MLTSS	311,017,300	41,632,553	352,649,852	-	(21,418)	38,516	169,933	352,836,883
Prescription Drugs	(11,660)		(11,660)	54,899,834	(1,822,942)	3,397,504		56,462,735
Case Mgmt & Other Medical	195,981,891	131,354,217	327,336,108	8,717,280	46,241	8,071,686	1,035,457	345,206,772
Total Medical Expenses	1,465,231,663	852,350,270	2,317,581,933	202,502,829	(1,798,341)	22,478,876	1,205,390	2,541,970,688
<i>Medical Loss Ratio</i>	<i>101.3%</i>	<i>82.5%</i>	<i>93.5%</i>	<i>90.6%</i>	<i>131.5%</i>	<i>84.2%</i>	<i>80.6%</i>	<i>93.1%</i>
GROSS MARGIN	(19,093,906)	181,416,863	162,322,957	21,063,829	431,280	4,225,903	289,694	188,333,662
ADMINISTRATIVE EXPENSES								
Salaries & Benefits			76,497,458	7,020,652	(0)	1,140,316	670,919	85,329,345
Non-Salary Operating Expenses			16,945,835	2,391,496	(4,364)	368,813	9,360	19,711,141
Depreciation & Amortization			6,345,227			7,847		6,353,074
Other Operating Expenses			16,257,716	415,726		64,194	38,805	16,776,441
Indirect Cost Allocation, Occupancy			(3,930,697)	6,406,756		102,380	43,124	2,621,563
Total Administrative Expenses			112,115,540	16,234,630	(4,364)	1,683,550	762,207	130,791,563
<i>Administrative Loss Ratio</i>			<i>4.5%</i>	<i>7.3%</i>	<i>0.3%</i>	<i>6.3%</i>	<i>51.0%</i>	<i>4.8%</i>
Operating Income/(Loss)			50,207,417	4,829,199	435,644	2,542,353	(472,513)	57,542,099
Investments and Other Non-Operating			(125,247)					79,068,071
CHANGE IN NET ASSETS			\$ 50,082,170	\$ 4,829,199	\$ 435,644	\$ 2,542,353	\$ (472,513)	\$ 136,610,170
BUDGETED CHANGE IN NET ASSETS			23,679,450	(16,680,814)	-	10,432	(510,403)	(6,396,220)
Variance to Budget - Fav/(Unfav)			\$ 26,402,720	\$ 21,510,013	\$ 435,644	\$ 2,531,921	\$ 37,890	\$ 143,006,390

CalOptima Health

Unaudited Financial Statements as of January 31, 2024

MONTHLY RESULTS:

- Change in Net Assets is **(\$2.7)** million, favorable to budget \$0.1 million
- Operating deficit is \$18.4 million, with a surplus in non-operating income of \$15.8 million

YEAR TO DATE RESULTS:

- Change in Net Assets is \$136.6 million, \$143.0 million favorable to budget
- Operating surplus is \$57.5 million, with a surplus in non-operating income of \$79.1 million

Change in Net Assets by Line of Business (LOB) (\$ millions):

January 2024				July 2023 - January 2024		
<u>Actual</u>	<u>Budget</u>	<u>Variance</u>		<u>Actual</u>	<u>Budget</u>	<u>Variance</u>
(18.1)	(1.2)	(16.9)	Operating Income (Loss)			
			Medi-Cal	50.2	23.7	26.5
(0.3)	(2.4)	2.0	OneCare	4.8	(16.7)	21.5
(0.0)	0.0	(0.0)	OCC	0.4	0.0	0.4
0.1	(0.1)	0.2	PACE	2.5	0.0	2.5
<u>(0.1)</u>	<u>(0.1)</u>	<u>0.0</u>	MSSP	<u>(0.5)</u>	<u>(0.5)</u>	<u>0.0</u>
(18.4)	(3.8)	(14.7)	Total Operating Income (Loss)	57.5	6.5	51.0
			Non-Operating Income (Loss)			
15.1	2.1	13.0	Net Investment Income/Expense	108.7	14.6	94.1
(0.0)	(0.1)	0.1	Net Rental Income/Expense	(0.0)	(0.5)	0.4
0.7	0.0	0.7	Net Operating Tax	0.7	0.0	0.7
(0.0)	(1.0)	1.0	Grant Expense	(29.5)	(27.0)	(2.5)
0.0	0.0	0.0	Net QAF & IGT Income/Expense	0.0	0.0	0.0
<u>0.0</u>	<u>0.0</u>	<u>0.0</u>	Other Income/Expense	<u>(0.8)</u>	<u>0.0</u>	<u>(0.8)</u>
15.8	1.0	14.8	Total Non-Operating Income/(Loss)	79.1	(12.9)	92.0
(2.7)	(2.8)	0.1	TOTAL	136.6	(6.4)	143.0

**CalOptima Health - Consolidated
Enrollment Summary
For the Seven Months Ending January 31, 2024**

January 2024				July 2023 - January 2024				
<u>Actual</u>	<u>Budget</u>	<u>\$</u> <u>Variance</u>	<u>%</u> <u>Variance</u>	<u>Enrollment (by Aid Category)</u>	<u>Actual</u>	<u>Budget</u>	<u>\$</u> <u>Variance</u>	<u>%</u> <u>Variance</u>
135,276	136,580	(1,304)	(1.0%)	SPD	997,670	976,504	21,166	2.2%
270,977	278,236	(7,259)	(2.6%)	TANF Child	2,065,652	2,154,539	(88,887)	(4.1%)
153,012	134,333	18,679	13.9%	TANF Adult	999,033	908,234	90,799	10.0%
2,728	3,116	(388)	(12.5%)	LTC	20,106	21,824	(1,718)	(7.9%)
344,585	303,943	40,642	13.4%	MCE	2,484,119	2,326,947	157,172	6.8%
10,194	10,526	(332)	(3.2%)	WCM	78,135	78,891	(756)	(1.0%)
916,772	866,734	50,038	5.8%	Medi-Cal Total	6,644,715	6,466,939	177,776	2.7%
17,380	17,783	(403)	(2.3%)	OneCare	123,724	124,128	(404)	(0.3%)
453	479	(26)	(5.4%)	PACE	3,086	3,261	(175)	(5.4%)
492	568	(76)	(13.4%)	MSSP	3,477	3,976	(499)	(12.6%)
934,605	884,996	49,609	5.6%	CalOptima Health Total	6,771,525	6,594,328	177,197	2.7%
				Enrollment (by Network)				
299,129	293,789	5,340	1.8%	HMO	1,899,502	1,910,450	(10,948)	(0.6%)
184,159	169,279	14,880	8.8%	PHC	1,318,457	1,248,485	69,972	5.6%
135,483	119,180	16,303	13.7%	Shared Risk Group	1,518,953	1,455,469	63,484	4.4%
298,001	284,486	13,515	4.8%	Fee for Service	1,907,803	1,852,535	55,268	3.0%
916,772	866,734	50,038	5.8%	Medi-Cal Total	6,644,715	6,466,939	177,776	2.7%
17,380	17,783	(403)	(0)	OneCare	123,724	124,128	(404)	(0)
453	479	(26)	(5.4%)	PACE	3,086	3,261	(175)	(5.4%)
492	568	(76)	(13.4%)	MSSP	3,477	3,976	(499)	(12.6%)
934,605	884,996	49,609	5.6%	CalOptima Health Total	6,771,525	6,594,328	177,197	2.7%

Note:* Total membership does not include MSSP

**CalOptima Health
Enrollment Trend by Network
Fiscal Year 2024**

	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	YTD Actual	YTD Budget	Variance
HMOs															
SPD	14,267	14,287	14,179	14,193	14,222	14,337	16,258						101,743	99,137	2,606
TANF Child	69,607	69,928	69,010	69,620	69,177	68,696	65,998						482,036	557,792	(75,756)
TANF Adult	50,979	51,388	50,896	50,392	49,538	48,637	61,010						362,840	351,689	11,151
LTC		1			(1)	1	1						2		2
MCE	132,523	133,978	131,301	130,441	129,207	127,361	154,424						939,235	886,575	52,660
WCM	2,050	2,095	2,021	2,041	2,019	1,982	1,438						13,646	15,257	(1,611)
Total	269,426	271,677	267,407	266,687	264,162	261,014	299,129						1,899,502	1,910,450	(10,948)
PHCs															
SPD	4,581	4,599	4,623	4,588	4,705	4,770	4,525						32,391	30,158	2,233
TANF Child	147,946	148,557	145,969	145,186	144,127	143,149	142,068						1,017,002	999,475	17,527
TANF Adult	8,999	9,050	9,404	8,885	8,692	8,451	8,540						62,021	22,043	39,978
LTC													0		0
MCE	23,230	23,489	22,708	22,540	22,400	22,185	22,237						158,789	148,987	9,802
WCM	6,919	6,974	6,900	6,829	7,044	6,799	6,789						48,254	47,822	432
Total	191,675	192,669	189,604	188,028	186,968	185,354	184,159						1,318,457	1,248,485	69,972
Shared Risk Groups															
SPD	11,210	11,137	11,111	10,982	10,833	10,803	6,448						72,524	72,062	462
TANF Child	55,211	55,471	54,427	53,505	52,934	52,285	31,419						355,252	381,610	(26,358)
TANF Adult	43,118	43,425	42,894	42,250	41,524	40,564	26,809						280,584	249,084	31,500
LTC	1	1			2	2							6		6
MCE	124,149	125,749	122,600	121,935	120,343	117,859	70,007						802,642	744,365	58,277
WCM	1,234	1,247	1,180	1,165	1,190	1,129	800						7,945	8,348	(403)
Total	234,923	237,030	232,212	229,837	226,826	222,642	135,483						1,518,953	1,455,469	63,484
Fee for Service (Dual)															
SPD	99,242	99,832	99,750	99,630	100,115	100,302	93,362						692,233	683,486	8,747
TANF Child													0	14	(14)
TANF Adult	2,442	2,397	2,370	2,307	2,247	2,150	1,888						15,801	16,567	(766)
LTC	2,661	2,630	2,612	2,492	2,525	2,421	2,411						17,752	19,236	(1,484)
MCE	8,968	9,230	9,418	9,312	9,117	8,759	7,761						62,565	63,759	(1,194)
WCM	15	14	14	13	13	10	6						85	126	(41)
Total	113,328	114,103	114,164	113,754	114,017	113,642	105,428						788,436	783,188	5,248
Fee for Service (Non-Dual - Total)															
SPD	13,519	13,778	13,957	13,921	14,278	14,643	14,683						98,779	91,661	7,118
TANF Child	29,143	30,159	31,025	29,500	29,973	30,070	31,492						211,362	215,648	(4,286)
TANF Adult	37,044	37,794	37,966	37,126	36,903	36,189	54,765						277,787	268,851	8,936
LTC	349	360	345	327	318	331	316						2,346	2,588	(242)
MCE	70,923	73,165	72,983	71,223	71,263	71,175	90,156						520,888	483,261	37,627
WCM	1,164	1,259	1,212	1,129	1,166	1,114	1,161						8,205	7,338	867
Total	152,142	156,515	157,488	153,226	153,901	153,522	192,573						1,119,367	1,069,347	50,020
Grand Totals															
SPD	142,819	143,633	143,620	143,314	144,153	144,855	135,276						997,670	976,504	21,166
TANF Child	301,907	304,115	300,431	297,811	296,211	294,200	270,977						2,065,652	2,154,539	(88,887)
TANF Adult	142,582	144,054	143,530	140,960	138,904	135,991	153,012						999,033	908,234	90,799
LTC	3,011	2,992	2,957	2,819	2,844	2,755	2,728						20,106	21,824	(1,718)
MCE	359,793	365,611	359,010	355,451	352,330	347,339	344,585						2,484,119	2,326,947	157,172
WCM	11,382	11,589	11,327	11,177	11,432	11,034	10,194						78,135	78,891	(756)
Total MediCal MM	961,494	971,994	960,875	951,532	945,874	936,174	916,772						6,644,715	6,466,939	177,776
OneCare	17,695	17,815	17,836	17,757	17,648	17,593	17,380						123,724	124,128	(404)
PACE	429	432	437	442	446	447	453						3,086	3,261	(175)
MSSP	503	500	503	494	491	494	492						3,477	3,976	(499)
Grand Total	979,618	990,241	979,148	969,731	963,968	954,214	934,605						6,771,525	6,594,328	177,197

Note: * Total membership does not include MSSP

ENROLLMENT:

Overall, January enrollment was 934,605

- Favorable to budget 49,609 or 5.6%
- Decreased 19,609 or 2.1% from Prior Month (PM) (December 2023)
- Decreased 38,966 or 4.0% from Prior Year (PY) (January 2023)

Medi-Cal enrollment was 916,772

- Favorable to budget 50,038 or 5.8% due to disenrollment being slower than originally anticipated based on the current economic conditions and expanded renewal outreach efforts
- Medi-Cal Expansion (MCE) favorable 40,642
- Temporary Assistance for Needy Families (TANF) favorable 11,420
- Seniors and Persons with Disabilities (SPD) unfavorable 1,304
- Long-Term Care (LTC) unfavorable 388
- Whole Child Model (WCM) unfavorable 332
- Decreased 19,402 from PM

OneCare enrollment was 17,380

- Unfavorable to budget 403 or 2.3%
- Decreased 213 from PM

PACE enrollment was 453

- Unfavorable to budget 26 or 5.4%
- Increased 6 from PM

MSSP enrollment was 492

- Unfavorable to budget 76 or 13.4% due to MSSP currently being understaffed. There is a staff to member ratio that must be met.
- Decreased 2 from PM

**CalOptima Health
Medi-Cal
Statement of Revenues and Expenses
For the Seven Months Ending January 31, 2024**

Month to Date				Year to Date			
Actual	Budget	\$ Variance	% Variance	Actual	Budget	\$ Variance	% Variance
916,772	866,734	50,038	5.8%	6,644,715	6,466,939	177,776	2.7%
				Member Months			
Revenues							
324,100,575	298,095,556	26,005,019	8.7%	2,479,904,890	2,172,960,615	306,944,275	14.1%
324,100,575	298,095,556	26,005,019	8.7%	2,479,904,890	2,172,960,615	306,944,275	14.1%
Medical Expenses							
100,930,281	96,771,988	(4,158,293)	(4.3%)	755,252,230	722,984,605	(32,267,625)	(4.5%)
72,151,092	69,700,056	(2,451,036)	(3.5%)	491,717,024	512,344,795	20,627,771	4.0%
65,451,726	47,214,361	(18,237,365)	(38.6%)	390,638,379	322,153,863	(68,484,516)	(21.3%)
53,574,442	52,274,031	(1,300,411)	(2.5%)	352,649,852	358,538,278	5,888,426	1.6%
-	-	-	0.0%	(11,660)	-	11,660	100.0%
23,311,302	5,817,768	(17,493,534)	(300.7%)	135,660,102	47,987,962	(87,672,140)	(182.7%)
6,817,301	7,863,784	1,046,483	13.3%	45,904,285	53,076,703	7,172,418	13.5%
1,171,639	986,877	(184,762)	(18.7%)	145,771,721	7,087,710	(138,684,011)	(1956.7%)
323,407,784	280,628,865	(42,778,919)	(15.2%)	2,317,581,933	2,024,173,916	(293,408,017)	(14.5%)
692,792	17,466,691	(16,773,899)	(96.0%)	162,322,957	148,786,699	13,536,258	9.1%
Administrative Expenses							
12,230,258	11,729,305	(500,953)	(4.3%)	76,497,458	77,799,729	1,302,271	1.7%
1,450,201	1,106,630	(343,571)	(31.0%)	5,015,232	7,149,695	2,134,463	29.9%
1,941,694	2,008,408	66,714	3.3%	8,913,052	13,503,776	4,590,725	34.0%
525,672	412,310	(113,362)	(27.5%)	3,017,552	3,028,170	10,618	0.4%
921,060	400,000	(521,060)	(130.3%)	6,345,227	2,800,000	(3,545,227)	(126.6%)
2,341,208	3,530,510	1,189,302	33.7%	16,257,716	24,508,516	8,250,800	33.7%
(594,092)	(526,091)	68,001	12.9%	(3,930,697)	(3,682,637)	248,060	6.7%
18,816,001	18,661,072	(154,929)	(0.8%)	112,115,540	125,107,249	12,991,709	10.4%
Non-Operating Income (Loss)							
704,756	-	704,756	100.0%	704,756	-	704,756	100.0%
-	-	-	0.0%	(830,003)	-	(830,003)	(100.0%)
704,756	-	704,756	100.0%	(125,247)	-	(125,247)	(100.0%)
(17,418,453)	(1,194,381)	(16,224,072)	(1358.4%)	50,082,170	23,679,450	26,402,720	111.5%
99.8%	94.1%	5.6%	Medical Loss Ratio	93.5%	93.2%	0.3%	
5.8%	6.3%	0.5%	Admin Loss Ratio	4.5%	5.8%	1.2%	

MEDI-CAL INCOME STATEMENT– JANUARY MONTH:

REVENUES of \$324.1 million are favorable to budget \$26.0 million driven by:

- Favorable volume related variance of \$17.2 million
- Favorable price related variance of \$8.8 million
 - \$15.2 million due to favorable capitation rates and membership mix
 - Offset by \$6.3 million from Enhanced Care Management (ECM) and Proposition 56 risk corridor

MEDICAL EXPENSES of \$323.4 million are unfavorable to budget \$42.8 million driven by:

- Unfavorable volume related variance of \$16.2 million
- Unfavorable price related variance of \$26.6 million
 - Incentive Payments expense unfavorable variance of \$17.2 million primarily due to Housing and Homelessness Incentive Program (HHIP)
 - Professional Claims expense unfavorable variance of \$15.5 million due primarily to Community Support (CS) services
 - Offset by:
 - Managed Long-Term Services and Supports (MLTSS) expense favorable variance of \$1.7 million
 - Facilities Claims expense favorable variance of \$1.6 million
 - Medical Management expense favorable variance of \$1.5 million
 - Provider Capitation expense favorable variance of \$1.4 million

ADMINISTRATIVE EXPENSES of \$18.8 million are unfavorable to budget \$0.2 million driven by:

- Salary, Wages & Employee Benefits expense unfavorable to budget \$0.5 million
- Non-Salary expenses favorable to budget \$0.3 million

CHANGE IN NET ASSETS is **(\$17.4)** million, unfavorable to budget \$16.2 million

**CalOptima Health
OneCare
Statement of Revenues and Expenses
For the Seven Months Ending January 31, 2024**

Month to Date				Year to Date				
Actual	Budget	\$ Variance	% Variance		Actual	Budget	\$ Variance	% Variance
17,380	17,783	(403)	(2.3%)	Member Months	123,724	124,128	(404)	(0.3%)
				Revenues				
23,829,842	24,173,550	(343,708)	(1.4%)	Medicare Part C Revenue	163,205,211	160,545,443	2,659,768	1.7%
9,518,447	8,905,393	613,054	6.9%	Medicare Part D Revenue	60,361,447	61,253,048	(891,601)	(1.5%)
33,348,289	33,078,943	269,346	0.8%	Total Operating Revenue	223,566,658	221,798,491	1,768,167	0.8%
				Medical Expenses				
14,317,095	15,656,601	1,339,506	8.6%	Provider Capitation	91,706,683	93,768,501	2,061,818	2.2%
5,292,087	3,879,422	(1,412,665)	(36.4%)	Inpatient	36,699,244	35,317,395	(1,381,849)	(3.9%)
1,754,980	1,281,045	(473,935)	(37.0%)	Ancillary	10,479,789	10,049,428	(430,361)	(4.3%)
-	81,977	81,977	100.0%	MLTSS	-	572,224	572,224	100.0%
8,654,606	10,166,264	1,511,658	14.9%	Prescription Drugs	54,899,834	68,747,923	13,848,089	20.1%
(72,682)	351,194	423,876	120.7%	Incentive Payments	1,642,275	2,574,260	931,985	36.2%
1,104,782	1,292,314	187,532	14.5%	Medical Management	7,074,104	8,811,447	1,737,343	19.7%
900	-	(900)	(100.0%)	Other Medical Expenses	900	-	(900)	(100.0%)
31,051,769	32,708,817	1,657,048	5.1%	Total Medical Expenses	202,502,829	219,841,178	17,338,349	7.9%
2,296,521	370,126	1,926,395	520.5%	Gross Margin	21,063,829	1,957,313	19,106,516	976.2%
				Administrative Expenses				
1,143,582	1,232,542	88,960	7.2%	Salaries, Wages & Employee Benefits	7,020,652	8,186,434	1,165,782	14.2%
(11,408)	75,000	86,408	115.2%	Professional Fees	258,436	525,000	266,564	50.8%
362,095	268,228	(93,867)	(35.0%)	Purchased Services	1,389,415	1,869,166	479,751	25.7%
125,523	122,847	(2,676)	(2.2%)	Printing & Postage	743,646	874,214	130,568	14.9%
69,606	78,441	8,835	11.3%	Other Operating Expenses	415,726	543,232	127,506	23.5%
915,251	948,583	33,332	3.5%	Indirect Cost Allocation, Occupancy	6,406,756	6,640,081	233,325	3.5%
2,604,648	2,725,641	120,993	4.4%	Total Administrative Expenses	16,234,630	18,638,127	2,403,497	12.9%
(308,128)	(2,355,515)	2,047,387	86.9%	Change in Net Assets	4,829,199	(16,680,814)	21,510,013	129.0%
93.1%	98.9%	(5.8%)		Medical Loss Ratio	90.6%	99.1%	(8.5%)	
7.8%	8.2%	0.4%		Admin Loss Ratio	7.3%	8.4%	1.1%	

ONECARE INCOME STATEMENT – JANUARY MONTH:

REVENUES of \$33.3 million are favorable to budget \$0.3 million driven by:

- Unfavorable volume related variance of \$0.7 million
- Favorable price related variance of \$1.0 million

MEDICAL EXPENSES of \$31.1 million are favorable to budget \$1.7 million driven by:

- Favorable volume related variance of \$0.7 million
- Favorable price variance of \$0.9 million

ADMINISTRATIVE EXPENSES of \$2.6 million are favorable to budget \$0.1 million driven by:

- Salaries, Wages & Employee Benefits expense favorable to budget \$0.1 million

CHANGE IN NET ASSETS is **(\$0.3)** million, favorable to budget \$2.0 million

CalOptima Health
OneCare Connect - Total
Statement of Revenue and Expenses
For the Seven Months Ending January 31, 2024

Month to Date				Year to Date				
Actual	Budget	\$ Variance	% Variance		Actual	Budget	\$ Variance	% Variance
-	-	-	0.0%	Member Months	-	-	-	0.0%
				Revenues				
-	-	-	0.0%	Medi-Cal Revenue	22,753	-	22,753	100.0%
4	-	4	100.0%	Medicare Part D Revenue	(1,389,814)	-	(1,389,814)	(100.0%)
4	-	4	100.0%	Total Operating Revenue	(1,367,061)	-	(1,367,061)	(100.0%)
				Medical Expenses				
(5,938)	-	5,938	100.0%	Facilities Claims	(498,589)	-	498,589	100.0%
15,215	-	(15,215)	(100.0%)	Ancillary	498,367	-	(498,367)	(100.0%)
(737)	-	737	100.0%	MLTSS	(21,418)	-	21,418	100.0%
-	-	-	0.0%	Prescription Drugs	(1,822,942)	-	1,822,942	100.0%
(1,639)	-	1,639	100.0%	Incentive Payments	98,843	-	(98,843)	(100.0%)
-	-	-	0.0%	Medical Management	(52,602)	-	52,602	100.0%
6,901	-	(6,901)	(100.0%)	Total Medical Expenses	(1,798,341)	-	1,798,341	100.0%
(6,897)	-	(6,897)	(100.0%)	Gross Margin	431,280	-	431,280	100.0%
				Administrative Expenses				
-	-	-	0.0%	Salaries, Wages & Employee Benefits	(0)	-	0	100.0%
-	-	-	0.0%	Purchased Services	(4,364)	-	4,364	100.0%
-	-	-	0.0%	Printing & Postage	0	-	(0)	(100.0%)
-	-	-	0.0%	Total Administrative Expenses	(4,364)	-	4,364	100.0%
(6,897)	-	(6,897)	(100.0%)	Change in Net Assets	435,644	-	435,644	100.0%
182071.8%	0.0%	182071.8%		Medical Loss Ratio	131.5%	0.0%	131.5%	
0.0%	0.0%	0.0%		Admin Loss Ratio	0.3%	0.0%	(0.3%)	

CalOptima Health
PACE
Statement of Revenues and Expenses
For the Seven Months Ending January 31, 2024

Month to Date				Year to Date				
Actual	Budget	\$ Variance	% Variance		Actual	Budget	\$ Variance	% Variance
453	479	(26)	(5.4%)	Member Months	3,086	3,261	(175)	(5.4%)
				Revenues				
2,833,075	3,124,029	(290,954)	(9.3%)	Medi-Cal Capitation Revenue	20,036,994	21,164,938	(1,127,944)	(5.3%)
669,881	826,069	(156,188)	(18.9%)	Medicare Part C Revenue	4,871,673	5,246,917	(375,244)	(7.2%)
268,793	218,894	49,899	22.8%	Medicare Part D Revenue	1,796,112	1,490,029	306,083	20.5%
3,771,749	4,168,992	(397,243)	(9.5%)	Total Operating Revenue	26,704,778	27,901,884	(1,197,106)	(4.3%)
				Medical Expenses				
1,333,095	1,333,360	265	0.0%	Medical Management	8,071,686	8,388,011	316,325	3.8%
609,209	946,645	337,436	35.6%	Facilities Claims	4,619,120	6,351,995	1,732,875	27.3%
776,297	891,808	115,511	13.0%	Professional Claims	4,759,675	6,088,002	1,328,327	21.8%
587,954	491,244	(96,710)	(19.7%)	Prescription Drugs	3,397,504	3,245,296	(152,208)	(4.7%)
(19,384)	123,301	142,685	115.7%	MLTSS	38,516	835,258	796,742	95.4%
222,203	266,718	44,515	16.7%	Patient Transportation	1,592,376	1,528,621	(63,755)	(4.2%)
3,509,374	4,053,076	543,702	13.4%	Total Medical Expenses	22,478,876	26,437,183	3,958,307	15.0%
262,375	115,916	146,459	126.3%	Gross Margin	4,225,903	1,464,701	2,761,202	188.5%
				Administrative Expenses				
184,927	220,956	36,029	16.3%	Salaries, Wages & Employee Benefits	1,140,316	1,159,520	19,204	1.7%
4,149	4,904	755	15.4%	Professional Fees	319,715	34,328	(285,387)	(831.4%)
(23,901)	8,290	32,191	388.3%	Purchased Services	40,119	58,030	17,911	30.9%
381	4,112	3,731	90.7%	Printing & Postage	8,978	28,784	19,806	68.8%
1,124	900	(224)	(24.9%)	Depreciation & Amortization	7,847	6,300	(1,547)	(24.5%)
9,495	9,039	(456)	(5.0%)	Other Operating Expenses	64,194	63,273	(921)	(1.5%)
14,489	14,862	373	2.5%	Indirect Cost Allocation, Occupancy	102,380	104,034	1,654	1.6%
190,665	263,063	72,398	27.5%	Total Administrative Expenses	1,683,550	1,454,269	(229,281)	(15.8%)
71,710	(147,147)	218,857	148.7%	Change in Net Assets	2,542,353	10,432	2,531,921	24270.7%
93.0%	97.2%	(4.2%)		Medical Loss Ratio	84.2%	94.8%	(10.6%)	
5.1%	6.3%	1.3%		Admin Loss Ratio	6.3%	5.2%	(1.1%)	

CalOptima Health
Multipurpose Senior Services Program
Statement of Revenues and Expenses
For the Seven Months Ending January 31, 2024

Month to Date				Year to Date				
Actual	Budget	\$ Variance	% Variance		Actual	Budget	\$ Variance	% Variance
492	568	(76)	(13.4%)	Member Months	3,477	3,976	(499)	(12.6%)
				Revenues				
214,734	253,518	(38,784)	(15.3%)	Revenue	1,495,084	1,774,626	(279,542)	(15.8%)
214,734	253,518	(38,784)	(15.3%)	Total Operating Revenue	1,495,084	1,774,626	(279,542)	(15.8%)
				Medical Expenses				
145,511	185,734	40,223	21.7%	Medical Management	1,035,457	1,295,028	259,571	20.0%
26,339	32,957	6,618	20.1%	Waiver Services	169,933	230,699	60,766	26.3%
145,511	185,734	40,223	21.7%	Total Medical Management	1,035,457	1,295,028	259,571	20.0%
26,339	32,957	6,618	20.1%	Total Waiver Services	169,933	230,699	60,766	26.3%
171,851	218,691	46,840	21.4%	Total Program Expenses	1,205,390	1,525,727	320,337	21.0%
42,884	34,827	8,057	23.1%	Gross Margin	289,694	248,899	40,795	16.4%
				Administrative Expenses				
104,454	97,281	(7,173)	(7.4%)	Salaries, Wages & Employee Benefits	670,919	645,195	(25,724)	(4.0%)
1,333	1,333	(0)	(0.0%)	Professional Fees	9,333	9,331	(2)	(0.0%)
-	-	-	0.0%	Purchased Services	27	-	(27)	(100.0%)
6,630	7,443	813	10.9%	Other Operating Expenses	38,805	52,101	13,296	25.5%
6,161	7,525	1,364	18.1%	Indirect Cost Allocation, Occupancy	43,124	52,675	9,551	18.1%
118,579	113,582	(4,997)	(4.4%)	Total Administrative Expenses	762,207	759,302	(2,905)	(0.4%)
(75,695)	(78,755)	3,060	3.9%	Change in Net Assets	(472,513)	(510,403)	37,890	7.4%
80.0%	86.3%	(6.2%)		Medical Loss Ratio	80.6%	86.0%	(5.4%)	
55.2%	44.8%	(10.4%)		Admin Loss Ratio	51.0%	42.8%	(8.2%)	

CalOptima Health
Building - 505 City Parkway
Statement of Revenues and Expenses
For the Seven Months Ending January 31, 2024

Month to Date				Year to Date				
Actual	Budget	\$ Variance	% Variance		Actual	Budget	\$ Variance	% Variance
				Revenues				
-	-	-	0.0%	Rental Income	-	-	-	0.0%
-	-	-	0.0%	Total Operating Revenue	-	-	-	0.0%
				Administrative Expenses				
50,360	50,473	113	0.2%	Purchased Services	322,207	238,911	(83,296)	(34.9%)
179,781	211,000	31,219	14.8%	Depreciation & Amortization	1,246,230	1,477,000	230,770	15.6%
22,758	34,000	11,242	33.1%	Insurance Expense	159,308	238,000	78,692	33.1%
100,137	138,702	38,565	27.8%	Repair & Maintenance	868,911	1,085,314	216,403	19.9%
36,677	57,859	21,182	36.6%	Other Operating Expenses	437,809	405,013	(32,796)	(8.1%)
(389,713)	(492,034)	(102,321)	(20.8%)	Indirect Cost Allocation, Occupancy	(3,034,464)	(3,444,238)	(409,774)	(11.9%)
-	-	-	0.0%	Total Administrative Expenses	-	-	-	0.0%
-	-	-	0.0%	Change in Net Assets	-	-	-	0.0%

CalOptima Health
Building - 500 City Parkway
Statement of Revenues and Expenses
For the Seven Months Ending January 31, 2024

Month to Date				Year to Date				
Actual	Budget	\$ Variance	% Variance		Actual	Budget	\$ Variance	% Variance
				Revenues				
158,956	133,810	25,146	18.8%	Rental Income	1,101,583	936,670	164,913	17.6%
158,956	133,810	25,146	18.8%	Total Operating Revenue	1,101,583	936,670	164,913	17.6%
				Administrative Expenses				
-	-	-	0.0%	Professional Fees	-	-	-	0.0%
33,427	31,141	(2,286)	(7.3%)	Purchased Services	180,744	121,927	(58,817)	(48.2%)
34,573	40,000	5,427	13.6%	Depreciation & Amortization	242,010	280,000	37,990	13.6%
8,641	10,091	1,450	14.4%	Insurance Expense	54,784	70,637	15,853	22.4%
30,268	60,845	30,577	50.3%	Repair & Maintenance	289,192	521,975	232,783	44.6%
10,840	24,446	13,606	55.7%	Other Operating Expenses	175,197	171,122	(4,075)	(2.4%)
-	-	-	0.0%	Indirect Cost Allocation, Occupancy	-	-	-	0.0%
117,749	166,523	48,774	29.3%	Total Administrative Expenses	941,927	1,165,661	223,734	19.2%
41,206	(32,713)	73,919	226.0%	Change in Net Assets	159,655	(228,991)	388,646	169.7%

CalOptima Health
Building - 7900 Garden Grove Blvd
Statement of Revenues and Expenses
For the Seven Months Ending January 31, 2024

Month to Date				Year to Date				
Actual	Budget	\$ Variance	% Variance		Actual	Budget	\$ Variance	% Variance
				Revenues				
-	-	-	0.0%	Rental Income	-	-	-	0.0%
-	-	-	0.0%	Total Operating Revenue	-	-	-	0.0%
				Administrative Expenses				
-	-	-	0.0%	Professional Fees	-	-	-	0.0%
17,476	56,667	39,191	69.2%	Purchased Services	35,507	226,668	191,161	84.3%
9,397	-	(9,397)	(100.0%)	Depreciation & Amortization	37,590	-	(37,590)	(100.0%)
4,415	-	(4,415)	(100.0%)	Insurance Expense	17,658	-	(17,658)	(100.0%)
8,359	-	(8,359)	(100.0%)	Repair & Maintenance	78,084	-	(78,084)	(100.0%)
1,975	-	(1,975)	(100.0%)	Other Operating Expenses	6,203	-	(6,203)	(100.0%)
-	-	-	0.0%	Indirect Cost Allocation, Occupancy	-	-	-	0.0%
41,623	56,667	15,044	26.5%	Total Administrative Expenses	175,043	226,668	51,625	22.8%
(41,623)	(56,667)	15,044	26.5%	Change in Net Assets	(175,043)	(226,668)	51,625	22.8%

OTHER PROGRAM INCOME STATEMENTS – JANUARY MONTH:

ONECARE CONNECT

- **CHANGE IN NET ASSETS** is **(\$6,897)**, unfavorable to budget \$6,897 due to prior year activities

PACE

- **CHANGE IN NET ASSETS** is \$0.1 million, favorable to budget \$0.2 million

MSSP

- **CHANGE IN NET ASSETS** is **(\$75,695)**, favorable to budget \$3,060

NON-OPERATING INCOME STATEMENTS – JANUARY MONTH

BUILDING 500

- **CHANGE IN NET ASSETS** is \$41,206, favorable to budget \$73,919
 - Net of \$0.2 million in rental income and \$0.1 million in expenses

BUILDING 7900

- **CHANGE IN NET ASSETS** is **(\$41,623)**, favorable to budget \$15,044

INVESTMENT INCOME

- Favorable variance of \$13.0 million due to \$11.6 million of interest income and \$1.4 million realized and unrealized net gain on investments

CalOptima Health
Balance Sheet
January 31, 2024

	<u>January-24</u>	<u>December-23</u>	<u>\$ Change</u>	<u>% Change</u>
ASSETS				
Current Assets				
Cash and Cash Equivalents	824,733,194	824,928,374	(195,179)	(0.0%)
Short-term Investments	1,655,714,803	1,654,823,000	891,804	0.1%
Premiums due from State of CA and CMS	877,722,265	460,716,756	417,005,509	90.5%
Prepaid Expenses and Other	13,260,649	13,243,303	17,345	0.1%
Total Current Assets	3,371,430,911	2,953,711,433	417,719,478	14.1%
Board Designated Assets				
Cash and Cash Equivalents	3,799,857	1,860,785	1,939,072	104.2%
Investments	628,083,337	627,403,051	680,286	0.1%
Total Board Designated Assets	631,883,194	629,263,837	2,619,358	0.4%
Restricted Deposit	300,588	300,000	588	0.2%
Capital Assets, Net	94,402,887	94,257,396	145,492	0.2%
Total Assets	4,098,017,581	3,677,532,665	420,484,915	11.4%
Deferred Outflows of Resources				
Advance Discretionary Payment	49,999,717	49,999,717	-	0.0%
Net Pension	24,373,350	24,373,350	-	0.0%
Other Postemployment Benefits	1,596,000	1,596,000	-	0.0%
Total Deferred Outflows of Resources	75,969,067	75,969,067	-	0.0%
TOTAL ASSETS AND DEFERRED OUTFLOWS OF RESOURCES	4,173,986,648	3,753,501,732	420,484,915	11.2%
LIABILITIES				
Current Liabilities				
Medical Claims Liability	1,685,713,966	1,671,827,995	13,885,970	0.8%
Provider Capitation and Withholds	118,424,065	127,263,602	(8,839,536)	(6.9%)
Accrued Reinsurance Costs to Providers	5,790,925	4,640,925	1,150,000	24.8%
Unearned Revenue	14,650,181	15,072,620	(422,438)	(2.8%)
Accounts Payable and Other	436,915,293	15,311,331	421,603,963	2753.5%
Accrued Payroll and Employee Benefits and Other	19,252,443	21,550,438	(2,297,995)	(10.7%)
Deferred Lease Obligations	32,983	36,210	(3,227)	(8.9%)
Total Current Liabilities	2,280,779,856	1,855,703,121	425,076,735	22.9%
GASB 96 Subscription Liabilities	15,672,256	17,633,828	(1,961,572)	(11.1%)
Postemployment Health Care Plan	19,277,451	19,254,529	22,922	0.1%
Net Pension Liability	40,465,145	40,465,145	-	0.0%
Total Liabilities	2,356,194,708	1,933,056,623	423,138,085	21.9%
Deferred Inflows of Resources				
Net Pension	3,387,516	3,387,516	-	0.0%
Other Postemployment Benefits	7,788,000	7,788,000	-	0.0%
Total Deferred Inflows of Resources	11,175,516	11,175,516	-	0.0%
Net Position				
Required TNE	118,878,764	116,147,176	2,731,588	2.4%
Funds in excess of TNE	1,687,737,660	1,693,122,417	(5,384,757)	(0.3%)
Total Net Position	1,806,616,424	1,809,269,593	(2,653,170)	(0.1%)
TOTAL LIABILITIES & DEFERRED INFLOWS & NET POSITION	4,173,986,648	3,753,501,732	420,484,915	11.2%

BALANCE SHEET – JANUARY MONTH:

ASSETS of \$4.2 billion increased \$420.5 million from December or 11.2%

- Premiums due from the State of California (CA) and the Centers for Medicare & Medicaid Services (CMS) increased \$417.0 million due primarily to DHCS' implementation of Managed Care Organization (MCO) Tax for the period of April 1, 2023 to December 31, 2023
- Total Board Designated Assets increased \$2.6 million due to an increase in bond values driven by interest rates

LIABILITIES of \$2.4 billion increased \$423.1 million from December or 21.9%

- Accounts Payable and Other increased \$421.6 million due primarily to MCO Tax accrual
- Medical Claims Liabilities increased \$13.9 million due to increased Incurred But Not Reported (IBNR) for newly eligible members and timing of claims payments
- Provider Capitation and Withholds decreased \$8.8 million primarily due to annual shared risk payments

NET ASSETS of \$1.8 billion, decreased \$2.7 million from December or 0.1%

CalOptima Health
Board Designated Reserve and TNE Analysis
as of January 31, 2024

Type	Reserve Name	Market Value	Benchmark		Variance	
			Low	High	Mkt - Low	Mkt - High
	Tier 1 - Payden & Rygel	258,125,128				
	Tier 1 - MetLife	255,918,295				
Board Designated Reserve		514,043,424	351,571,544	553,193,105	162,471,879	(39,149,681)
	Tier 2 - Payden & Rygel	59,090,686				
	Tier 2 - MetLife	58,749,085				
TNE Requirement		117,839,770	118,878,764	118,878,764	(1,038,994)	(1,038,994)
	Consolidated:	631,883,194	470,450,308	672,071,869	161,432,886	(40,188,675)
	<i>Current reserve level</i>	<i>1.88</i>	<i>1.40</i>	<i>2.00</i>		

**CalOptima Health
Statement of Cash Flow
January 31, 2024**

	Month Ended	Year-To-Date
CASH FLOWS FROM OPERATING ACTIVITIES:		
Change in net assets	(2,653,170)	136,610,170
Adjustments to reconcile change in net assets to net cash provided by operating activities		
Depreciation & Amortization	1,145,936	7,878,904
Changes in assets and liabilities:		
Prepaid expenses and other	(17,345)	1,800,054
Capitation receivable	(417,005,509)	(403,798,567)
Medical claims liability	15,035,970	51,266,126
Deferred revenue	(422,438)	(48,792,730)
Payable to health networks	(8,839,536)	(7,019,960)
Accounts payable	421,603,963	421,833,350
Accrued payroll	(2,275,074)	(3,777,497)
Other accrued liabilities	(1,964,799)	(457,785)
Net cash provided by/(used in) operating activities	4,607,997	155,542,065
 GASB 68, GASB 75 and Advance Discretionary Payment Adjustments	-	(49,999,717)
 CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES:		
Net Asset transfer from Foundation	-	-
Net cash provided by (used in) in capital and related financing activities	-	-
 CASH FLOWS FROM INVESTING ACTIVITIES		
Change in Investments	(891,804)	21,021,261
Change in Property and Equipment	(1,291,427)	(18,074,287)
Change in Restricted Deposit & Other	(588)	(588)
Change in Board designated reserves	(2,619,358)	(55,331,501)
Change in Homeless Health Reserve	-	-
Net cash provided by/(used in) investing activities	(4,803,176)	(52,385,114)
 NET INCREASE/(DECREASE) IN CASH & CASH EQUIVALENTS	(195,179)	53,157,234
 CASH AND CASH EQUIVALENTS, beginning of period	\$824,928,374	771,575,961
 CASH AND CASH EQUIVALENTS, end of period	824,733,194	824,733,194

**CalOptima Health - Consolidated
Net Assets Analysis
For the Seven Months Ending January 31, 2024**

Category	Item Description	Amount (millions)	Approved Initiative	Expense to Date	%
	Total Net Position @ 1/31/2024	\$1,806.6			100.0%
Resources Assigned	Board Designated Reserve ¹	\$631.9			35.0%
	Capital Assets, net of Depreciation ²	\$94.4			5.2%
Resources Allocated³	Homeless Health Initiative ⁴	\$18.0	\$59.9	\$41.9	1.0%
	Housing and Homelessness Incentive Program ⁴	38.0	122.2	84.2	2.1%
	Intergovernmental Transfers (IGT)	57.8	111.7	53.9	3.2%
	Digital Transformation and Workplace Modernization	60.5	100.0	39.5	3.3%
	Mind OC Grant (Orange)	0.0	1.0	1.0	0.0%
	Outreach Strategy for CalFresh, Redetermination support, and other programs	5.5	8.0	2.5	0.3%
	Coalition of Orange County Community Health Centers Grant	30.0	50.0	20.0	1.7%
	Mind OC Grant (Irvine)	0.0	15.0	15.0	0.0%
	OneCare Member Health Rewards and Incentives	0.5	1.0	0.5	0.0%
	General Awareness Campaign	1.2	2.7	1.5	0.1%
	Member Health Needs Assessment	0.8	1.0	0.2	0.0%
	Five-Year Hospital Quality Program Beginning MY 2023	143.8	153.5	9.7	8.0%
	Medi-Cal Annual Wellness Initiative	2.0	3.8	1.8	0.1%
	Skilled Nursing Facility Access Program	10.0	10.0	0.0	0.6%
	In-Home Care Pilot Program with the UCI Family Health Center	1.4	2.0	0.6	0.1%
	National Alliance for Mental Illness Orange County Peer Support Program	4.0	5.0	1.0	0.2%
	Community Living and PACE center (previously approved for project located in Tustin)	17.6	18.0	0.4	1.0%
	Stipend Program for Master of Social Work Students	0.0	5.0	5.0	0.0%
	Wellness & Prevention Program	2.1	2.7	0.6	0.1%
	CalOptima Health Provider Workforce Development Fund	50.0	50.0	0.0	2.8%
	Distribution Event- Naloxone	2.5	15.0	12.5	0.1%
	Garden Grove Bldg Improvement	10.3	10.5	0.2	0.6%
	Post-Pandemic Supplemental	59.1	107.5	48.4	3.3%
	CalOptima Health Community Reinvestment Program	38.0	38.0	0.0	2.1%
	Outreach Strategy for newly eligible Adult Expansion members	5.0	5.0	0.0	0.3%
	Quality Initiatives from unearned Pay for Value Program	23.3	23.3	0.0	1.3%
	Subtotal:	\$581.3	\$921.8	\$340.5	32.2%
Resources Available for New Initiatives	Unallocated/Unassigned ¹	\$499.0			27.6%

¹ Total of Board Designated Reserve and unallocated reserve amount can support approximately 96 days of CalOptima Health's current operations

² Increase due to the adoption of GASB 96 Subscription-Based Information Technology Arrangements

³ Initiatives that have been paid in full in the previous year are omitted from the list of Resources Allocated

⁴ See HHI and HHIP summaries and Allocated Funds for list of Board approved initiatives

CalOptima Health
Key Financial Indicators
As of January 2024

	Item Name	January 2024				July 2023 - January 2024			
		Actual	Budget	Variance	%	Actual	Budget	Variance	%
Income Statement	Member Months	934,605	884,996	49,609	5.6%	6,771,525	6,594,328	177,197	2.7%
	Operating Revenue	361,435,352	335,597,009	25,838,343	7.7%	2,730,304,350	2,424,435,616	305,868,734	12.6%
	Medical Expenses	358,147,678	317,609,449	(40,538,229)	(12.8%)	2,541,970,688	2,271,978,004	(269,992,684)	(11.9%)
	General and Administrative Expense	21,729,892	21,763,358	33,466	0.2%	130,791,563	145,958,947	15,167,384	10.4%
	Non-Operating Income/(Loss)	15,789,049	990,731	14,798,318	1493.7%	79,068,071	(12,894,885)	91,962,955	713.2%
	Summary of Income & Expenses	(2,653,170)	(2,785,067)	131,898	4.7%	136,610,170	(6,396,220)	143,006,390	2,235.8%
Ratios	Medical Loss Ratio (MLR)	Actual	Budget	Variance		Actual	Budget	Variance	
	Consolidated	99.1%	94.6%	4.5%		93.1%	93.7%	(0.6%)	
	Administrative Loss Ratio (ALR)	Actual	Budget	Variance		Actual	Budget	Variance	
	Consolidated	6.0%	6.5%	0.5%		4.8%	6.0%	1.2%	

Key:

> 0%	
> -20%, < 0%	
< -20%	

Investment	Investment Balance (excluding CCE)	Current Month	Prior Month	Change	%
		@1/31/2024	2,267,581,921	2,264,534,627	3,047,294
	Unallocated/Unassigned Reserve Balance	Current Month	Fiscal Year Ending	Change	%
		@ January 2024	June 2022		
	Consolidated	498,955,791	354,771,258	144,184,533	40.6%
	Days Cash On Hand*	96			

*Total of Board Designated reserve and unallocated reserve amount can support approximately 96 days of CalOptima Health's current operations.

CalOptima Health
 Digital Transformation Strategy (\$100 million total reserve)
 Funding Balance Tracking Summary
 For the Seven Months Ending January 31, 2024

	January 2024				July 2023 - January 2024				All Time to Date			
	Actual Spend	Approved Budget	Variance \$	Variance %	Actual Spend	Approved Budget	Variance \$	Variance %	Actual Spend	Approved Budget	Variance \$	Variance %
Capital Assets (Cost, Information Only):												
Total Capital Assets	267,914	1,836,414	1,568,500	85.4%	17,917,806	12,504,898	(5,412,908)	(43.3%)	21,515,857	49,350,898	27,835,041	56.4%

Operating Expenses:	681,350	609,649	(71,701)	(11.8%)	4,390,289	4,267,543	(122,746)	(2.9%)	7,808,866	9,559,776	1,750,910	18.3%
Salaries, Wages & Benefits	590,833	192,916	(397,917)	(206.3%)	966,733	1,280,412	313,679	24.5%	1,232,926	3,512,912	2,279,986	64.9%
Professional Fees	16,665	155,000	138,335	89.2%	233,332	1,085,000	851,668	78.5%	233,332	1,395,000	1,161,668	83.3%
Purchased Services	76,242	1,371,009	1,294,767	94.4%	5,658,280	9,227,063	3,568,783	38.7%	8,673,057	12,519,443	3,846,386	30.7%
Other Expenses	1,365,091	2,328,574	963,483	41.4%	11,248,634	15,860,018	4,611,384	29.1%	17,948,180	26,987,131	9,038,951	33.5%
Total Operating Expenses												

Funding Balance Tracking:	Approved Budget	Actual Spend	Variance
Beginning Funding Balance	100,000,000	100,000,000	-
Less:			
Capital Assets ¹	58,533,000	21,515,857	37,017,143
FY2023 Operating Budget ²	11,127,113	6,699,546	4,427,567
FY2024 Operating Budget	27,502,899	11,248,634	16,254,265
FY2025 Operating Budget			
Ending Funding Balance	2,836,988	60,535,963	
Add: Prior year unspent Operating Budget	4,427,567		
Total Available Funding	7,264,555		

¹ Staff will continue to monitor the project status of DTS' Capital Assets
² Unspent budget from this period is added back to available DTS funding

Note: Report includes applicable transactions for GASB 96, Subscription.

CalOptima Health
Summary of Homeless Health Initiatives (HHI) and Allocated Funds
As of January 31, 2024

Funds Allocation, approved initiatives:	Allocated Amount	Utilized Amount	Remaining Approved Amount
Enhanced Medi-Cal Services at the Be Well OC Regional Mental Health and Wellness Campus	11,400,000	11,400,000	-
Recuperative Care	6,194,190	6,194,190	-
Medical Respite	250,000	250,000	-
Day Habilitation (County for HomeKey)	2,500,000	2,500,000	-
Clinical Field Team Start-up & Federally Qualified Health Center (FQHC)	1,600,000	1,600,000	-
CalOptima Health Homeless Response Team	1,681,734	1,681,734	-
Homeless Coordination at Hospitals	10,000,000	9,956,478	43,522
CalOptima Health Days, Homeless Clinical Access Program (HCAP) and FQHC Administrative Support	963,261	739,564	223,697
FQHC (Community Health Center) Expansion	21,902	21,902	-
HCAP and CalOptima Health Days	9,888,914	3,420,400	6,468,514
Vaccination Intervention and Member Incentive Strategy	123,348	54,649	68,699
Street Medicine	8,276,652	4,102,786	4,173,866
Outreach and Engagement	7,000,000	-	7,000,000
Housing and Homelessness Incentive Program (HHIP) ¹	40,100,000	-	40,100,000
Subtotal of Approved Initiatives	\$ 100,000,000	\$ 41,921,702	\$ 58,078,298
Transfer of funds to HHIP ¹	(40,100,000)	-	(40,100,000)
Program Total	\$ 59,900,000	\$ 41,921,702	\$ 17,978,298

Notes:

¹On September 1, 2022, CalOptima Health's Board of Directors approved reallocation of \$40.1M from HHI to HHIP.

CalOptima Health
Summary of Housing and Homelessness Incentive Program (HHIP) and Allocated Funds
As of January 31, 2024

Funds Allocation, approved initiatives:	Allocated Amount	Utilized Amount	Remaining Approved Amount
Office of Care Coordination	2,200,000	2,200,000	-
Pulse For Good	800,000	388,850	411,150
Consultant	600,000	-	600,000
Equity Grants for Programs Serving Underrepresented Populations	4,021,311	2,922,299	1,099,013
Infrastructure Projects	5,832,314	5,321,731	510,583
Capital Projects	98,247,369	73,300,000	24,947,369
System Change Projects	10,180,000	-	10,180,000
Non-Profit Healthcare Academy	354,530	112,025	242,505
Total of Approved Initiatives	\$ 122,235,524	¹ \$ 84,244,905	\$ 37,990,620

Notes:

¹Total funding \$122.2M: \$40.1M Board-approved reallocation from HHI, \$47.2M from CalOptima Health existing reserves and \$34.8M from DHCS HHIP incentive payments

CalOptima Health
Budget Allocation Changes
Reporting Changes as of January 2024

Transfer Month	Line of Business	From	To	Amount	Expense Description	Fiscal Year
July	Medi-Cal	Purchased Services - TB Shots, Flu Shots, COVID Related Services & COVID Cleaning/Building Sanitization	Moving Services	\$40,000	To repurpose from TB-Flu Shots and COVID Cleaning to provide more funding for Moving Services. (\$16,000 from TB Shots, Flu Shots, COVID related services, \$24,000 from COVID Cleaning/Building Sanitization)	2023-24
July	Medi-Cal	DTS Capital: I&O Internet Bandwidth	DTS Capital: I&O Network Bandwidth	\$36,000	To reallocate funds from I&O Internet Bandwidth to I&O Network Bandwidth to cover shortage of fund for RFP.	2023-24
July	OneCare	Communication - Professional Fees Marketing/Advertising Agency Consulting	Community Relations - Membership Fees	\$60,000	To reallocate funds from Communication - Professional Fees Marketing/Advertising Agency Consulting to Community Relations - Membership Fees to help fund E-Indicator Sponsorship bi-weekly newsletter.	2023-24
July	Medi-Cal	Corporate Application HR - Dayforce In-View	Corporate Application HR - SilkRoad OpenFire and Wingspan	\$23,000	To reallocate funds from Corporate Application HR - Dayforce Inview to Corporate Application HR-SilkRoad OpenFire and Wingspan due to short of funds for renewal of contract.	2023-24
August	Medi-Cal	Quality Analytics - Other Operating Expenses - Incentives	Case Management - Other Operating Expenses - WPATH - Health Plan Provider Training	\$24,500	To reallocate funding from Quality Analytics - Incentives to Case Management - WPATH - Health Plan Provider Training to provide funding for Blue Peak training.	2023-24
August	Medi-Cal	Quality Analytics - Other Operating Expenses - Incentives	Utilization Management - Purchased Services	\$74,000	To reallocate funds from Quality Analytics - Incentives(MC) and Pharmacy Management - Professional Fees (OC) to Utilization Management - Purchased Services to provide funding for the Periscope Implementation.	2023-24
August	One Care	Pharmacy Management - Professional Fees	Utilization Management - Purchased Services	\$15,000	To reallocate funds from Quality Analytics - Incentives(MC) and Pharmacy Management - Professional Fees (OC) to Utilization Management - Purchased Services to provide funding for the Periscope Implementation.	2023-24
August	Medi-Cal	Strategic Development - Professional Fees - DC Equity Consultant & Equity Initiative Activities	Strategic Development - Other Operating Expenses - Incentives	\$67,000	To reallocate funds from Professional Fees - Equity Consultant, and Equity Initiative Activities to Purchased Services - Gift Cards to provide funding to purchase member incentive gift cards.	2023-24
September	One Care	Office of Compliance - Professional Fees - CPE Audit	Office of Compliance - Professional Fees - Blue Peak Services	\$20,000	To reallocate funds from Professional Fees - CPE Audit to Professional Fees - Blue Peak Services to provide funding for Blue Peak Services.	2023-24
September	Medi-Cal	Customer Service - Member Communication - Maintenance of Business, Ad-Hoc/New Projects	Provider Data Mgmt Svcs - Purchased Services	\$60,000	To reallocate funds from Customer Service - Member Communication Maintenance of Business and Ad-Hoc/New Projects to Provider Data Management Services - Purchased Services to provide funding for provider directory PDF Remediation services.	2023-24
September	Medi-Cal	Facilities - Audio Visual Enhancements	Facilities - CalOptima Health New Vehicle	\$13,135	To reallocate funds from Facilities - Audio Visual Enhancements to Facilities - CalOptima Health New Vehicle for a new company vehicle.	2023-24
September	Medi-Cal	Medical Management - Other Operating Expenses - Training & Seminar	Behavioral Health Integration - Professional Fees	\$16,000	To reallocate funds from Medical Management - Other Operating Expenses - Training & Seminar to Behavioral Health Integration - Professional Fees to provide funding for Autism Spectrum Therapies.	2023-24
September	Medi-Cal	Population Health Management - Purchased Services - Capacity Building Vendor	Population Health Management - Purchased Services - Capacity Building	\$150,000	To repurpose funds from Purchased Services - Capacity Building Vendor to support the new Medi-Cal benefit, including incentives for contracting with CCN and delegated Health Networks, doula training, and technical assistance.	2023-24
September	Medi-Cal	IS - Enterprise Data & Sys Integration - Professional Fees	Enterprise Project Management Office - Professional Fees	\$75,000	To reallocate funds from Enterprise Project Management Office - Training & Seminar, IS - Enterprise Data & Sys Integration - Professional Fees and IS - Application Development - Maintenance HW/SW to provide funding for the BCP consultation project.	2023-24
September	Medi-Cal	IS - Application Development - Maintenance HW/SW	Enterprise Project Management Office - Professional Fees	\$55,000	To reallocate funds from Enterprise Project Management Office - Training & Seminar, IS - Enterprise Data & Sys Integration - Professional Fees and IS - Application Development - Maintenance HW/SW to provide funding for the BCP consultation project.	2023-24
October	Medi-Cal	DTS Capital: Migrate Data Warehouse / Analytics to the Cloud	DTS Capital: Enterprise Data Quality Enhancement	\$140,000	To reallocate funds from AppDev - Migrate Data Warehouse Analytics to AppDev - Enterprise Data Quality Enhancement to help with Collibra Data Governance invoice.	2023-24
October	Medi-Cal	Medi-Cal/Claim - Other Operating Expenses Food Service Supply	Medi-Cal/Claim - Other Operating Expenses - Travel	\$16,000	To reallocate funds from Medi-Cal/Claim - Food Service Supply to Medi-Cal/Claim - Travel to provide funding for Center for Care Innovations.	2023-24
October	Medi-Cal	IS - Infrastructure - Other Operating Expenses - Maintenance HW/SW	Provider Data Management Services - Purchased Services	\$54,000	To reallocate funds from IS - Infrastructure - Microsoft Enterprise License Agreement, Sales & Marketing - FMO OneCare Marketing Partnership and IS - Application Management - Enthrive to Provider Data Management Services to provide funding for the provider directory PDF remediation service.	2023-24
October	One Care	IS - Application Management - Maintenance HW/SW	Provider Data Management Services - Purchased Services	\$24,000	To reallocate funds from IS - Infrastructure - Microsoft Enterprise License Agreement, Sales & Marketing - FMO OneCare Marketing Partnership and IS - Application Management - Enthrive to Provider Data Management Services to provide funding for the provider directory PDF remediation service.	2023-24
November	Medi-Cal	IS - Application Management - Maintenance HW/SW	Medical Management - Professional Fees	\$100,000	To reallocate funds from IS-Applications Management - Maintenance HW/SW IBM WebSphere to Medical Management - Professional Fees to fund a consulting project.	2023-24
November	Medi-Cal	Executive Office - Professional Fees	Executive Office - Other Operating Expenses - Professional Dues	\$28,000	To reallocate funds from Professional Fees to Professional Dues to pay for CCI Membership.	2023-24
November	Medi-Cal	Infrastructure - Misc. HW/SW Technology Equipment (New Hire Equip)	Infrastructure - HW/SW Maintenance (Palo Alto Firewall)	\$84,000	To reallocate funds from Infrastructure Misc. HW/SW Technology Equipment (New Hire Equipment) to HW/SW Maintenance (Palo Alto Firewall) to help with shortage of funds due to contract is co-terminated.	2023-24
December	Medi-Cal	505 Building - Repair & Maintenance	505 Building - Purchased Services	\$228,798	To reallocate funds from Repair & Maintenance to Purchased Services to move security contracts to the appropriate account.	2023-24
December	Medi-Cal	500 Building - Repair & Maintenance	500 Building - Purchased Services	\$192,120	To reallocate funds from Repair & Maintenance to Purchased Services to move security contracts to the appropriate account.	2023-24
December	Medi-Cal	Infrastructure - Misc HW/SW Equip Sup	Infrastructure - Maintenance HW/SW - F5 Network	\$47,000	To reallocate funds from Infrastructure - Misc HW/SW Equip Supplies to Infrastructure - Maintenance HW/SW - F5 Network and Infrastructure - Maintenance HW/SW - Calabrio to help with the annual renewal invoice.	2023-24
December	Medi-Cal	Infrastructure - Misc HW/SW Equip Sup	Infrastructure - Maintenance HW/SW - Calabrio	\$29,000	To reallocate funds from Infrastructure - Misc HW/SW Equip Supplies to Infrastructure - Maintenance HW/SW - F5 Network and Infrastructure - Maintenance HW/SW - Calabrio to help with the annual renewal invoice.	2023-24
December	Medi-Cal	Application Mgmt - Maintenance HW/SW (IBM WebSphere)	Enterprise Data & Sys Integration - Maintenance HW/SW (Tableau)	\$249,990	To reallocate funds from Application Mgmt - Maintenance HW/SW (IBM WebSphere) to Enterprise Data & Sys Integration - Maintenance HW/SW (Tableau) to help with Tableau invoice.	2023-24
December	Medi-Cal	Facilities - Comp supply/Minor Equipment	Facilities - R&M - Building	\$100,000	To reallocate fund from Comp Supply/Minor Equipment to R&M - Building to address unanticipated repair costs.	2023-24
December	Medi-Cal	Professional Fees - Altruista	Purchased Services - MCG	\$40,000	To reallocate funds from Professional Fees - Altruista to Purchased Services - MCG to help with CMS requirement to add a link in CalOptima Health's website for Medicare members.	2023-24
January	Medi-Cal	IS - Infrastructure - Other Operating Expenses - Misc HW/SW Equipment	Delegation Oversight - Professional Fees	\$96,000	To reallocate funds from IS - Infrastructure - Misc HW/SW Equipment to Delegation Oversight - Professional Fees to provide funding for a consultant services.	2023-24
January	Medi-Cal	IS - Application Development - Professional Fees	Operations Management - Professional Fees	\$150,000	To reallocate funds from Application Development - Professional Fees to Operations Management - Professional Fees to help with additional services.	2023-24
January	Medi-Cal	Integrated Provider Data Management System	New Ticketing Tool for CalOptima Staff	\$50,000	To reallocate funds from Integrated Provider Data Management System to New Ticketing Tool for CalOptima Staff due to shortfall of funds in Phase II.	2023-24

This report summarizes budget transfers between general ledger classes that are greater than \$10,000 and less than \$250,000. This is the result of Board Resolution No. 12-0301-01 which permits the CEO to make budget allocation changes within certain parameters.



**Board of Directors Meeting
March 7, 2024**

Monthly Compliance Report

The purpose of this report is to provide compliance updates to CalOptima Health’s Board of Directors including, but not limited to, updates on internal and health network monitoring and audits conducted by CalOptima Health’s Delegation Oversight and Internal Audit departments, regulatory audits, privacy updates, fraud, waste, and abuse (FWA) updates, and any notices of non-compliance or enforcement action issued by regulators.

A. Updates on Regulatory Audits

1. Medicare

- **CY2022 Centers for Medicare & Medicaid Services (CMS) Financial Audit (*applicable to OneCare*):**

Update:

- CalOptima Health submitted the materials as requested on December 21, 2023, and January 17, 18, 19, 22, 2024.
- The Entrance Conference with both the auditor and CMS was held on January 22, 2024.
- The auditor has sent follow-up questions to the samples already submitted. CalOptima Health is working on providing the requested documents, and documentation for Part C and Part D Sample Requests.

Background:

- At least one-third of Medicare Advantage Organizations (MAOs) are selected for the annual audit of financial records, which will include data relating to Medicare utilization, costs, and computation of the bid. CMS will audit and inspect any books and records of the MAO that pertain to 1) the ability of the organization to bear the risk of potential financial losses, or 2) services performed or determinations of amounts payable under the contract. The Pharmacy Benefit Management (PBM) company will also be required to provide CMS with all requested supporting documentation for this audit.
- CMS notified CalOptima Health that its OneCare plan has been selected for the CY2022 CMS Financial Audit and Davis Farr LLP will conduct the audit. Davis Farr LLP will act in the capacity of CMS agents and request records and supporting documentation for, but not limited to, the following items:
 - Claims data
 - Solvency
 - Enrollment
 - Base year entries on the bids
 - Medical and/or drug expenses
 - Related party transactions

- General administrative expenses
- Direct and Indirect Remuneration (DIR)

- **2024 Medicare Part C and Part D Data Validation Audit (MDVA) (applicable to OneCare):**

Update:

- CalOptima Health has contracted with an independent consulting firm to conduct its annual MDVA audit as required by Medicare Advantage and Part D (MAPD) regulations.
- The consulting firm has started training sessions to prepare the plan for the upcoming 2024 MDVA audit season.
- In preparation for the audit to commence in 2024, Regulatory Affairs and Compliance (RAC) requested the collection of the universes.
- Part C and Part D Grievances reporting measures were submitted to CMS on January 31, 2024. The remaining Part C and Part D reporting measures will be submitted no later than the regulatory deadline of February 26, 2024.

- **2024 Centers for Medicare & Medicaid Services (CMS) Readiness Checklist (applicable to OneCare):**

Update:

- The validation audit activities have been completed and closed as of February 1, 2024.

Background:

- The 2024 Readiness Checklist is a tool for organizations to use in preparation for the upcoming year. It does not supersede requirements as established in statutes or regulations as they relate to Medicare Advantage Organizations (MAOs), Prescription Drug Plans (PDPs), 1876 Cost Plans. CMS recommends that organizations review this checklist and take the necessary steps to fulfill requirements for CY 2024.
- On October 13, 2023, CMS released the 2024 CMS Readiness Checklist. CalOptima Health is expected to fulfill key operational requirements summarized in the readiness checklist for the 2024 benefit year.
A kickoff email was sent on October 27, 2023, to the respective operational areas to begin the validation process.

- **CY 2024 Monitoring of Posted Comprehensive Formularies (applicable to OneCare):**

Update:

- On January 18, 2024, CMS informed it reviewed and accepted the workbook responses. No further action is required at this time.

Background:

- To ensure the accuracy of required formulary communication materials, CMS conducts a review comparing the CY 2024 formularies posted on plan websites to those within HPMS that will be effective January 1, 2024. CMS will select a random sample of Part D plans for inclusion in the analysis.

- On November 28, 2023, CMS identified potential discrepancies between the posted and CMS approved HPMS (Health Plan Management System) formularies. CMS requested CalOptima Health to submit a completed response form by December 5, 2023.
- On December 1, 2023, Pharmacy submitted the response form via the Acumen Formulary Web Portal.

- **2024 CMS Program/Focused Audit Readiness (applicable to OneCare):**

Update:

- In anticipation of the CMS focused audit, a kick-off meeting to review the CMS audit process and the internal audit workplan is scheduled for February 29, 2024.

Background:

- On October 24, 2023, CMS announced it is adding a new focused audit, which is limited to ODAG (Organization Determinations Appeals and Grievances) and CPE (Compliance Program Effectiveness) for Plans who do not have 2024 routine scheduled program audits.
- This new focused audit is designed to specifically target compliance with the coverage and UM policies finalized in CMS-4201-F, which is effective January 1, 2024.
- CalOptima anticipates receiving a targeted audit engagement letter between January through July 2024.

- **2022 Medicare Part D Improper Payment Measure (Part D IPM) (applicable to OneCare)**

Update:

- CMS notified CalOptima Health that OneCare has been selected to participate in the CY 2022 Medicare Part D IPM.
- One prescription drug event (PDE) record was selected.
- The submission window is now open through April 19, 2024.
- CalOptima Health submitted the requested documentation on February 15, 2024.
- On February 16, 2024, CMS informed CalOptima Health that the Part D IPM 22 element check results are available and indicates a status of “Pass.”

Background:

- The Medicare Part D IPM activity is conducted to validate the accuracy of the PDE data submitted by Medicare Part D sponsors to CMS for CY 2022 payments. The results of these activities will be used to calculate a program-wide improper payment rate for Medicare Part D.

- **CY 2021 Office of Inspector General (OIG) Nationwide Acute Stroke Audit (applicable to OneCare Connect):**

Update:

- CalOptima Health received the audit notification letter on November 30, 2023, and submitted the requested documentation on December 12, 2023.
- The documentation provided does not support the acute stroke diagnosis code submitted by CalOptima Health. CalOptima Health is currently awaiting review results from OIG.

Background:

- The U.S. Department of Health and Human Services, OIG is conducting a nationwide audit of risk adjustment payments that CMS made to MA organizations for calendar year 2021. Specifically, OIG has selected to review a sample of an enrollee for which CalOptima Health submitted an acute stroke diagnosis code to CMS under the OneCare Connect contract (H8016). This is an audit of CMS and is not an audit of CalOptima Health.

2. Medi-Cal

- **2024 Managed Care Plan (MCP) Operational Readiness Contract:**

Update:

- As of December 29, 2023, CalOptima Health has submitted **230** deliverables for 2024 MCP operational readiness.
- All 230 deliverables have been reviewed and approved by DHCS.
- No additional deliverables will be required.

Background – FYI Only

Throughout CY 2022 and CY 2023, MCPs, including CalOptima Health are required to submit a series of contract readiness deliverables to DHCS for review and approval. Staff will implement the broad operational changes and contractual requirements outlined in the Operational Readiness agreement to ensure compliance with all requirements by January 1, 2024, contract effective date.

- **2024 Department of Health Care Services (DHCS) Routine Medical Audit:**

Update:

- On January 25, 2024, CalOptima Health was formally engaged by DHCS for its annual medical audit.
 - This audit will cover the review period of February 1, 2023, through February 29, 2024.
 - The audit will evaluate CalOptima Health’s compliance with its Medi-Cal contract and regulations in the areas of utilization management, case management and coordination of care, availability and accessibility, and member’s rights. This year is considered a **limited-scope audit**, as such, not all audit categories will be reviewed.
 - This year, Prospect has been selected by DHCS as the participating CalOptima Health delegate.
- DHCS will conduct staff interviews via webinar from March 18, 2024, through March 29, 2024. The entrance conference will be held on March 18, 2024.
- RAC Medi-Cal met with all areas responsible for universe data and hosted an internal audit kick-off to ensure staff awareness of upcoming deliverables. Meetings and outreach will continue to ensure all impacted stakeholders are prepared leading up to the universe and document submissions. RAC Medi-Cal will partner with its audit readiness consultant, to ensure a comprehensive and timely response to DHCS.

B. Regulatory Notices of Non-Compliance

- CalOptima Health did not receive any notices of non-compliance from its regulators for the month of January 2024.

C. Updates on Health Network Monitoring and Audits

- **Health Network Audits:**
 - No updates to report.

D. Internal Audit Updates

- **Internal Audits:**
 - CalOptima Health's Internal Audit department is currently engaged in three (3) internal audits to assess regulatory compliance with universe, timeliness, clinical decision-making, and processing requirements.
 - The following audits (Line of Business) are currently in progress:
 - Utilization Management (Medi-Cal)
 - Lookback Period: January 1, 2023, to May 31, 2023
 - Status: CAPs issued and in-process of remediation
 - Utilization Management (OneCare)
 - Lookback Period: January 1, 2023, to June 30, 2023
 - Status: CAPs issued and in-process of remediation
 - Grievance and Appeals (Medi-Cal)
 - Lookback Period: January 1, 2023, to July 31, 2023
 - Status: Audit in progress (current stage: preliminary report)
 - CDAG Pharmacy and GARS Grievance Part D Annual Audit (OneCare)
 - Lookback Period: January 1, 2023, to November 30, 2023
 - Status: Audit in progress (current stage: file review)
 - The following audits (Line of Business) have been completed. A summary of each audit was presented to the Compliance Committee on January 25, 2024:
 - PACE
 - Lookback Period: May 28, 2022, to November 28, 2022
 - Status: CAPs remediated and closed
 - Customer Service (Medi-Cal)
 - Lookback Period: January 1, 2023, to April 30, 2023
 - Status: CAPs remediated and closed
 - Grievances and Appeals (OneCare)
 - Lookback Period: January 1, 2023, to April 30, 2023
 - Status: CAPs remediated and closed

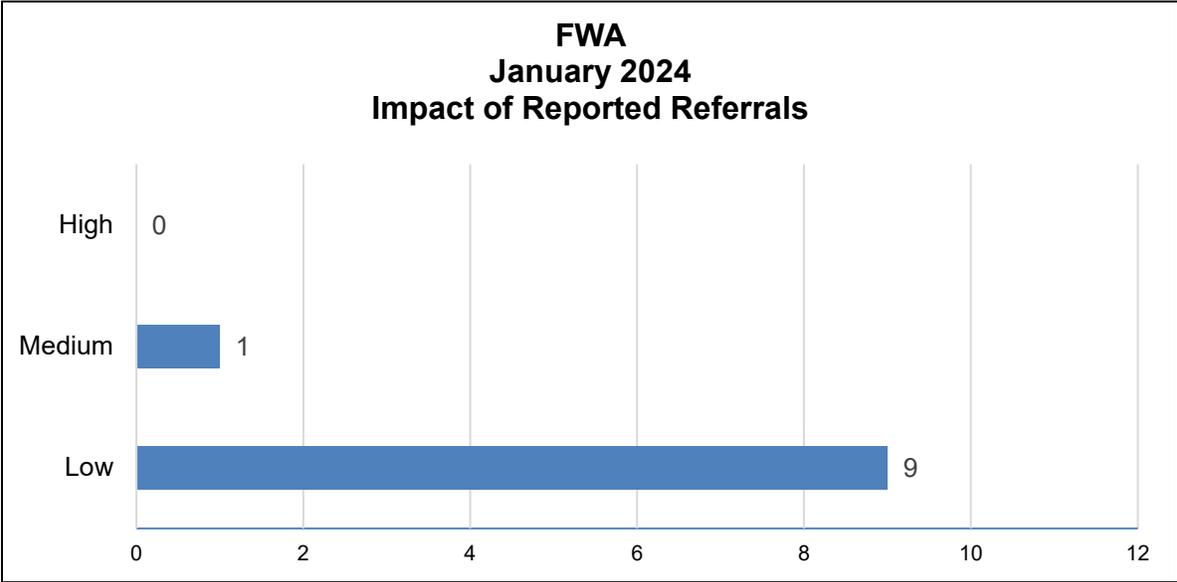
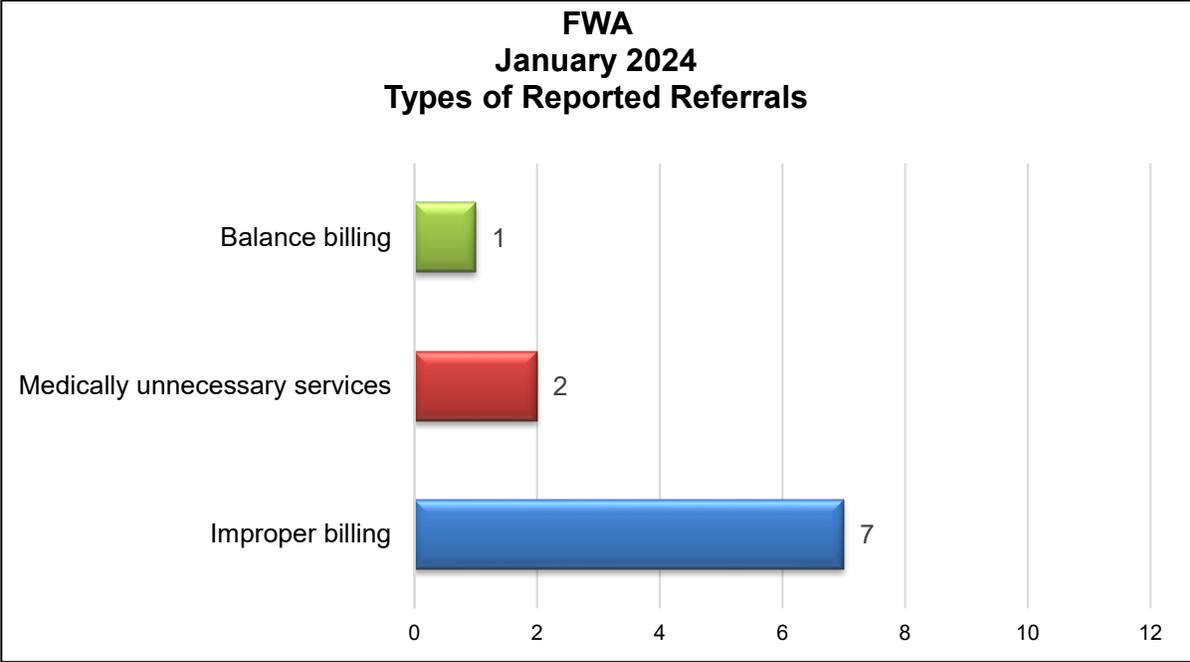
- **Annual Risk Assessment and Audit Work Plan:**

- The 2024 Annual Risk Assessment and Audit Work Plan was presented to the Compliance Committee on January 25, 2024. The Committee voted to approve the Risk Assessment and Audit Work Plan.

- **Board-Approved Initiatives Review:**

- CalOptima's Internal Audit department is currently in the process of reviewing CalOptima's Board-approved initiatives. Internal Audit's goal is to identify opportunities to strengthen the oversight of the fund's surplus expenditure management process, including the structure for reviewing and signing off on grant programs and initiatives.
- There are 25 Board-approved initiatives with total funding allocations of approximately \$868 million. Initiatives are classified into the following program types:
 - Grant programs
 - Quality/Population Health Management programs
 - Strategic Initiatives

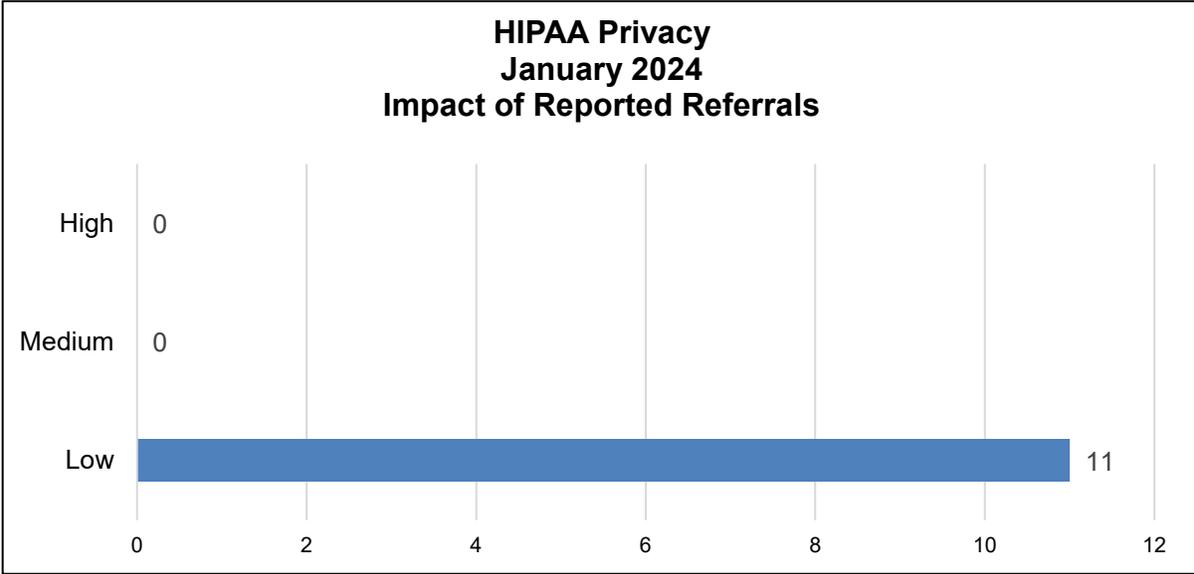
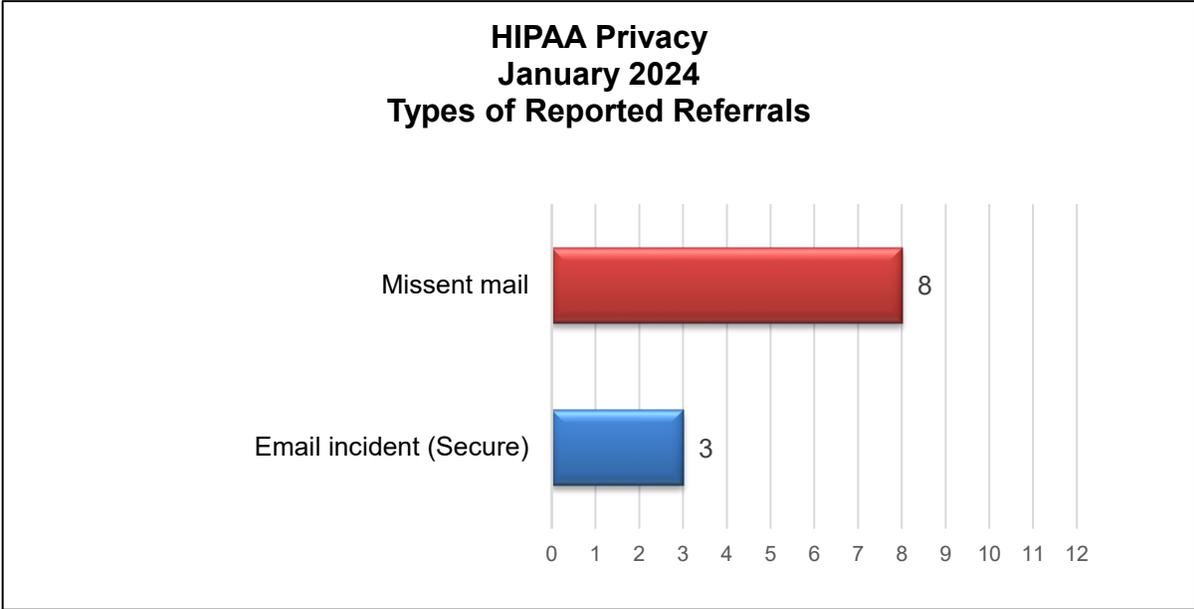
E. Fraud, Waste & Abuse (FWA) Investigations (January 2024)



Total Number of New Cases Referred to DHCS (State)	10
Total Number of New Cases Referred to DHCS and CMS*	1
Total Number of Referrals (Subjects) Reported to Regulatory Agencies	10

* Any potential FWA with impact to Medicare is reported to CMS within 30 days of the start of an investigation.

F. Privacy Update (January 2024)



Total Number of Referrals Reported to DHCS (State)	11
Total Number of Referrals / Breaches Reported to DHCS and Office for Civil Rights (OCR)	0

MEMORANDUM

February 9, 2024

To: CalOptima Health
From: Potomac Partners DC & Strategic Health Care
Re: February Board of Directors Report

FISCAL YEAR 2024 APPROPRIATIONS

On January 18th, Congress passed a Continuing Resolution (CR) to extend government funding until March 1st and March 8th. Shortly after, the Appropriations Committees quietly agreed on the 302(b) numbers, which set the topline spending numbers for the 12 individual appropriations bills. The deadline for each bill is included below:

- **March 1st, 2024:**
 - Agriculture, Rural Development, Food and Drug Administration
 - Energy and Water Development
 - Military Construction, Veterans Affairs
 - Transportation, Housing and Urban Development, and Related Agencies.

- **March 8th, 2024:**
 - Commerce, Justice, Science
 - Defense
 - Financial Services and General Government
 - Homeland Security
 - Interior, Environment
 - **Labor, Health and Human Services, Education**
 - Legislative Branch
 - State, Foreign Operations

A section-by-section summary is available [here](#). The legislative text is available [here](#).

Negotiations over a border security supplemental, which also includes aid to Ukraine and Israel, has become coupled with FY24 appropriations negotiations. This is proving to be one of the primary factors in delays to the FY24 process.

Despite delays in spending talks, some House offices have begun releasing their appropriations request forms for **FY2025**. Unfortunately, the House is still not accepting Community Project

Funding (CPF/earmark) requests that would be used for healthcare programs or facilities that provide healthcare services.

HOUSE VOTES TO BAN QUALITY-ADJUSTED LIFE YEARS (QALYS)

On February 7th, the House voted 211-208 to ban QALYS metrics in drug pricing and coverage decisions. The bill, sponsored by retiring House Energy and Commerce Chair Cathy McMorris Rodgers (R-WA), would apply to payment determinations and coverage in Medicaid, the Children's Health Insurance Program (CHIP), managed care organizations (MCOs), Medicare Advantage, and Medicare Part D. With the bill passing along party lines, it is unlikely to make progress in the Senate without amendments or other changes. The full text of the bill is available [here](#).

TELEHEALTH ACCESS

Senators Tina Smith (D-MN), Bill Cassidy (R-LA), John Thune (R-SD), and Ben Cardin (D-MD) have reintroduced the bipartisan *Telemental Health Care Access Act*, which is aimed at eliminating barriers hindering telemental health services for Medicare beneficiaries. The legislation aims to remove the in-person requirement within six months of mental health treatment via telehealth, a restriction imposed in 2020 when Congress expanded virtual access to mental health services. A press release from Senator Smith is available [here](#). The proposed legislation is available [here](#).

ELECTRONIC PRIOR AUTHORIZATION

CMS has finalized rules to establish an electronic prior authorization system, cut the timeframe for prior authorization requests by half, and require payers to set up an interface to share clinical and claims data as patients change from one plan to another. The new rule applies to health insurance companies that offer Medicare Advantage, Medicaid, CHIP, and ACA plans. It requires insurers to return urgent requests within 72 hours and non-urgent requests within seven days. The rule did not include a real-time decision-making process, which was included in last year's House legislation that was stalled due to the high cost of the bill. The CMS fact sheet is available [here](#). The final rule is available [here](#).

NEW CMS BEHAVIORAL HEALTH MODEL

CMS has introduced the Innovation in Behavioral Health (IBH) Model, an initiative aimed at enhancing the overall quality of care and outcomes for adults with mental health conditions and/or substance use disorders under Medicaid and Medicare. The IBH Model focuses on integrating behavioral and physical health, along with health-related social needs, through the establishment of interprofessional care teams by community-based behavioral health practices. CMS believes that this approach ensures a "no wrong door" access to services, irrespective of the entry point of care, and aims to reduce program expenditures while improving patient outcomes. The IBH Model is set to launch in Fall 2024 and will operate for eight years in up to eight states. An outline of the program is available [here](#).

TAX RELIEF LEGISLATION

On February 1st, the House passed a \$78 billion tax relief bill ([H.R. 7024](#)) by a vote of 357-70. However, there is no certainty the bill will become law. Senators remain concerned about various provisions and are not inclined to pass the House bill without making revisions through the Senate Finance Committee. The big 'pay for' in the legislation is the curtailment of the Employee Retention Tax Credit that many health care organizations have utilized since it was enacted during the pandemic. It is currently scheduled to stay in effect until April 2025, but the tax bill would bar new claims immediately. A full summary of the bill from the House Ways and Means Committee is available [here](#).

MEDICARE ADVANTAGE

As of January 1st, 2024, total Medicare Advantage (MA) membership was reported to be 33,473,602, a 37.5% increase since January 1st, 2020, or about 9.1 million additional covered lives. This year, 66.4 million people are now eligible for Medicare, an increase of 2.1% from last year and by 8.2% since 2020. MA enrollment data is available [here](#).

CALOPTIMA HEALTH – STATE LEGISLATIVE REPORT

February 26, 2024

General Update

February 16, 2024, was the new bill introduction deadline for legislators in the final year of this two-year legislative cycle. 2,124 new bills were introduced in 2024. Several bills introduced in 2023 also remain active and continue to move through the legislative process as two-year bills.

Senator Mike McGuire was sworn in as Senate President Pro Tempore on February 5. As expected, most of the Senate committee memberships remain intact. Senator Richard Roth (D-Riverside) took the helm of the Senate Health Committee from long-time Chair, Senator Susan Talamantes Eggman (D-Stockton), who will term out of office this year. Senator Caroline Menjivar (D-San Fernando Valley) remains Chair of Budget Subcommittee #3 on Health and Human Services.

Budget Update

The primary focus in Sacramento has turned to the growing budget deficit. Last week, the Legislative Analyst’s Office (LAO) grew its projected deficit by \$5 billion to \$73 billion because of weaker than expected revenue collections. The LAO’s deficit projection is now approximately \$15 billion more than the Governor’s more optimistic number. Interestingly, the Administration is pushing legislative leaders to open the current, previously approved Fiscal Year (FY) 2023–24 budget to make approximately \$8 billion in “early action” budget adjustments *before* passing a new FY 2024–25 budget by the June 15, 2024, deadline.

The LAO’s February budget analysis of Medi-Cal identifies several possible savings including: a \$1.4 billion reduction from last year through fund shifts, delays, and reductions; a decline in one million Medi-Cal enrollees because of redeterminations; an increase and shift in MCO tax revenues (as outlined below); Medi-Cal provider payment system changes (more information to unfold); and shifting some of Proposition 1’s funding (if approved on March 5) to cover the remaining \$481 million Behavioral Health Continuum Infrastructure Program (BHCIP), freeing up General Funds that were allocated toward BHCIP.

Managed Care Organization (MCO) Tax. One “early action” measure proposed by the Administration is a trailer bill authorizing DHCS to request a \$1.5 billion increase to the MCO tax approved by CMS in December 2023. This amendment would need to be approved for submission to the federal government by April 1. The proposed trailer bill language is an “urgency bill” so that the increase could take effect immediately following a 2/3 vote in the legislature. Here’s the requested increase per enrollment:

MCO Tax Rate on Medi-Cal Enrollment – Proposed Increase				
	2023 (Apr-Dec)	2024	2025	2026
Enacted in FY 2023–24 Budget	\$182.50	\$182.50	\$187.50	\$192.50
Proposed FY 2024–25 Governor’s Budget	\$182.50	\$205.00	\$205.00	\$205.00
Percent Increase	0%	12%	9%	6%

The Administration’s proposal also shifts \$3 billion from Medi-Cal provider rate increases to Medi-Cal general support (freeing up General Fund money). That shift, combined with the \$1.5 billion requested increase, is as follows:

Medi-Cal Provider Rate Increases	\$11.0 billion	\$8.0 billion
Medi-Cal General Support	\$8.4 billion	\$12.9 billion
TOTAL:	\$19.4 billion	\$20.9 billion

Health Care Worker \$25/Hour Minimum Wage. The Administration is seeking revised legislation to add an annual “trigger” to make the wage increases subject to General Fund revenue availability, clarify the exemption for state facilities, and make other implementation clarifications. The language has not yet been released, although the Governor has expressed his support for the implementation of the increase in the long term.

Key Legislation Update

Single-Payer Healthcare - AB 2200 (Kalra). Assemblymember Ash Kalra (D-San Jose) introduced AB 2200, the California Guaranteed Health Care for All Act (CalCare), the latest version of the long-pursued single-payer health care system for all residents. However, the initiative’s momentum faces an abrupt obstacle. Speaker Robert Rivas (a single-payer supporter) expressed skepticism about its feasibility given the financial deficit forecasted, making it unlikely for the current year.

Prior Authorization - SB 516 (Skinner). In 2023, Senator Nancy Skinner (D-Oakland) introduced SB 598, which died in the Assembly Appropriations Committee last September. Skinner then used another bill (SB 516) as the vehicle to pursue this legislation through the “gut and amend” process. This bill seeks to control health insurance plans’ use of prior authorization to control costs. It waives prior authorization for clinicians who regularly have 90% of their prior authorizations approved. The bill remains alive, even though there has been no action so far this year.

Propositions and Initiatives

Proposition 1 – “treatmenttents.com.” Proposition 1 proposes an overhaul of California’s mental health funding system as well as a new \$6.4 billion bond for facilities. Governor Newsom continues to urge support for Proposition 1 on the March 5, 2024, ballot. Supporters have raised \$14.6 million while opponents report \$1,000. All indications are that this will likely pass.

“Protect Access to Health Care Act of 2024” Ballot Initiative - MCO Tax. The “Coalition to Protect Access to Care” is collecting approximately 550,000 signatures for the June 27, 2024, deadline to qualify for the November 5, 2024, ballot. Passage of this initiative would be the first time the MCO tax, which leverages federal reimbursement dollars, is made a permanent tax on health plans. All past MCO taxes (including the one approved in December 2023) have required legislation before seeking approval by the federal government.

2023–24 Legislative Tracking Matrix

Bill Number Author	Bill Summary	Bill Status	Position/Notes
Behavioral Health			
<p>S. 3430 Wyden (OR) Crapo (ID)</p>	<p>Better Mental Health Care, Lower-Cost Drugs, and Extenders Act: Would expand access to behavioral health services, reduce prescription drugs costs through pharmacy benefit manager (PBM) reforms and extend certain expiring provisions of the Medicare and Medicaid programs. Specific notable elements include but are not limited to the following:</p> <ul style="list-style-type: none"> • Increasing all Medicare physician fee schedule payments by 2.5% (rather than 1.25%) for 2024 services. • Increasing Medicare physician fee schedule payments for certain behavioral health integration services in primary care settings during 2026–28. • Increasing Medicare bonus payments to providers that furnish mental health and substance use disorder (SUD) services in health professional shortage areas; expanding such bonus payments to include non-physician health care professionals. • Expanding access to behavioral telehealth services across state lines and for those with limited English proficiency. • Medicaid funding of up to seven days for services delivered to incarcerated individuals diagnosed with an SUD and pending disposition of charges. • Eliminating cuts to Medicaid disproportionate share hospital payments through September 30, 2025. <p>Additionally, would include provisions from S. 3059, the Requiring Enhanced & Accurate Lists of (REAL) Health Providers Act, to require accurate provider directories on public websites updated every 90 days.</p> <p>Potential CalOptima Health Impact: Increased access to behavioral health services for CalOptima Health members; increased funding for contracted providers; increased staff oversight of CalOptima Health’s OneCare provider directory.</p>	<p>12/07/2023 Introduced; referred to Senate Finance Committee</p>	<p>CalOptima Health: Watch</p>

Bill Number Author	Bill Summary	Bill Status	Position/Notes
<p><u>S. 923</u> Bennet (CO)</p>	<p>Better Mental Health Care for Americans Act: Would require parity for mental health services in Medicaid, Medicare Advantage (MA) and Medicare Part D. Would also enhance Medicaid and Medicare payments for integrating mental health and SUD services with physical care. Finally, would create a 54-month Medicaid demonstration project to increase state funding for enhanced access to mental health services for children.</p> <p>In addition, would require MA plans to verify and update provider directories at least every 90 days and remove a non-participating provider within two business days of notification.</p> <p>Potential CalOptima Health Impact: Increased access to behavioral health services for CalOptima Health members; increased funding for contracted providers; increased staff oversight of OneCare provider directory.</p>	<p>03/22/2023 Introduced; referred to Senate Finance Committee</p>	<p>CalOptima Health: Watch</p>
<p><u>S. 1378</u> Cortez Masto (NV)</p>	<p>Connecting Our Medical Providers with Links to Expand Tailored and Effective (COMPLETE) Care Act: Would improve access to timely, effective mental health care in the primary care setting by increasing Medicare payments to providers for implementing integrated care models.</p> <p>Potential CalOptima Health Impact: Increased resources and access to behavioral health services for CalOptima Health OneCare members; increased funding for contracted providers.</p>	<p>04/27/2023 Introduced; referred to Senate Finance Committee</p>	<p>CalOptima Health: Watch</p>
<p><u>SB 43</u> Eggman</p>	<p>Gravely Disabled Definition: Effective January 1, 2026, expands the definition of “gravely disabled” to include a condition resulting from a severe SUD, or a co-occurring mental health disorder and a severe SUD, as well as chronic alcoholism. Also requires the California Department of Health Care Services (DHCS) to submit a report to include the number of persons admitted or detained for grave disability.</p> <p>Potential CalOptima Health Impact: Increased oversight of CalOptima Health Medi-Cal members newly considered as gravely disabled.</p>	<p>10/10/2023 Signed into law</p>	<p>CalOptima Health: Watch</p>

Bill Number Author	Bill Summary	Bill Status	Position/Notes
<u>SB 326</u> Eggman	<p>The Behavioral Health Services Act: Places this act on the March 5, 2024, statewide primary election ballot.</p> <p>If approved by voters, would rename the Mental Health Services Act (MHSA) to the Behavioral Health Services Act (BHSA), expand services to include SUDs, revise the distribution of up to \$36 million for behavioral health workforce funding and remove provisions related to innovative programs by, instead, establishing priorities and a program — administered by counties — to provide a housing support service.</p> <p>Potential CalOptima Health Impact: Increased resources and access to behavioral health services and housing interventions for CalOptima Health members.</p>	<p>10/12/2023 Signed into law</p>	<p>CalOptima Health: Watch</p>
<u>SB 363</u> Eggman	<p>Behavioral Health Facilities Database: No later than January 1, 2026, would require the DHCS to develop a real-time, internet-based database to display information about beds in certain facilities, including chemical dependency recovery hospitals, acute psychiatric hospitals and mental health rehabilitation centers, to identify the availability of inpatient and residential mental health or SUD treatment.</p> <p>Potential CalOptima Health Impact: Increased resources and access to behavioral health services for CalOptima Health Medi-Cal members.</p>	<p>06/13/2023 Passed Assembly Health Committee; referred to Assembly Appropriations Committee</p> <p>05/24/2023 Passed Senate floor</p>	<p>CalOptima Health: Watch</p>
<u>AB 492</u> Pellerin	<p>Reproductive and Behavioral Health Integration Pilot Programs: Would provide grants, incentive payments or other financial support to Medi-Cal managed care plans (MCPs) to partner with providers for the development and implementation of behavioral health integration pilot programs to improve access to services. Partnering providers must be enrolled in the Family Planning, Access, Care, and Treatment (Family PACT) program and provide reproductive health services.</p> <p>Potential CalOptima Health Impact: Increased funding and access to reproductive and behavioral health services.</p>	<p>06/14/2023 Referred to Senate Health Committee</p> <p>05/31/2023 Passed Assembly floor</p>	<p>CalOptima Health: Watch</p>

Bill Number Author	Bill Summary	Bill Status	Position/Notes
<u>AB 512</u> Waldron	<p>Behavioral Health Facilities Database: Would require the California Health and Human Services Agency (CalHHS) to create a committee to study how to develop a real-time, internet-based system, usable by hospitals, clinics, law enforcement, paramedics and emergency medical technicians, and other health care providers to display information about available beds in inpatient psychiatric facilities, crisis stabilization units, residential community mental health facilities and residential alcoholism or substance abuse treatment facilities in order to identify available facilities for the temporary treatment of individuals experiencing a mental health or SUD crisis.</p> <p>Potential CalOptima Health Impact: Increased efficiency and timeliness of facility referrals; decreased visits to the emergency department.</p>	<p>01/19/2024 Died in Assembly Appropriations Committee</p> <p>03/14/2023 Passed Assembly Health Committee</p>	CalOptima Health: Watch
<u>AB 531</u> Irwin	<p>The Behavioral Health Infrastructure Bond Act of 2023: Places this bond act on the March 5, 2024, statewide primary election ballot.</p> <p>If approved by voters, would authorize \$6.4 million in bonds to fund conversion, rehabilitation or new construction of supportive housing and community-based treatment facilities for those experiencing or at risk of homelessness and living with behavioral health challenges.</p> <p>Potential CalOptima Health Impact: Increased behavioral health services and community supports for some CalOptima Health members.</p>	<p>10/12/2023 Signed into law</p>	CalOptima Health: Watch
<u>AB 940</u> Villapudua	<p>Eating Disorder Treatment: Would expand the approved facilities for inpatient treatment of eating disorders to include psychiatric health facilities.</p> <p>Potential CalOptima Health Impact: Increased access to treatment for eating disorders.</p>	<p>01/12/2024 Died in Assembly Health Committee</p>	CalOptima Health: Watch
<u>AB 1316</u> Irwin	<p>Psychiatric Emergency Medical Conditions: Would require the Medi-Cal program to cover emergency services and care necessary to treat a psychiatric emergency medical condition, including screening examinations necessary to determine the presence or absence of an emergency medical condition — regardless of duration and whether the beneficiary was voluntarily or involuntarily admitted.</p> <p>Potential CalOptima Health Impact: Increased scope of behavioral health services for CalOptima Health Medi-Cal members.</p>	<p>01/25/2024 Passed Assembly floor; referred to Senate</p>	CalOptima Health: Watch

Bill Number Author	Bill Summary	Bill Status	Position/Notes
<u>AB 1451</u> Jackson	<p>Urgent and Emergency Mental Health and SUD Treatment: By January 1, 2024, would have required health plans to provide coverage for the treatment of urgent and emergency mental health and SUDs without prior authorization.</p> <p>Potential CalOptima Health Impact: Increased scope of and/or modified utilization management (UM) procedures for behavioral health services provided to CalOptima Health Medi-Cal members.</p>	<p>10/07/2023 Vetoed (see veto message)</p>	CalOptima Health: Watch
<u>AB 1470</u> Quirk-Silva	<p>Behavioral Health Documentation Standards: Would require DHCS to standardize data elements relating to documentation requirements, including medically necessary criteria and develop standard forms containing information necessary to properly adjudicate claims. No later than July 1, 2025, regional personnel training on documentation should be completed along with the exclusive use of the standard forms.</p> <p>Potential CalOptima Health Impact: New data requirements; additional training for CalOptima Health behavioral health staff on new documentation.</p>	<p>09/12/2023 Passed Senate floor; referred to Assembly for concurrence in amendments</p> <p>06/01/2023 Passed Assembly floor</p>	CalOptima Health: Watch
Budget			
<u>H.R. 2872</u> Granger (TX)	<p>Further Additional Continuing Appropriations and Other Extensions Act, 2024: Enacts a third Continuing Resolution (CR) to further extend FY 2023 federal spending levels from January 19, 2024, through March 1, 2024, for certain agencies, and from February 2, 2024, through March 8, 2024, for other agencies.</p> <p>Potential CalOptima Health Impact: Continuation of current federal spending on programs impacting CalOptima Health members.</p>	<p>01/19/2024 Signed into law</p>	CalOptima Health: Watch
<u>H.R. 5860</u> Granger (TX)	<p>Continuing Appropriations Act, 2024 and Other Extensions Act: Enacts a CR to extend Fiscal Year (FY) 2023 federal spending levels from September 30 through November 17, 2023.</p> <p>Potential CalOptima Health Impact: Continuation of current federal spending on programs impacting CalOptima Health members.</p>	<p>09/30/2023 Signed into law</p>	CalOptima Health: Watch

Bill Number Author	Bill Summary	Bill Status	Position/Notes
<u>H.R. 6363</u> Granger (TX)	Further Continuing Appropriations and Other Extensions Act, 2024: Enacts a second CR to further extend FY 2023 federal spending levels from November 17, 2023, through either January 19, 2024, or February 2, 2024, depending on the funded agency. In addition, reauthorizes the Supplemental Nutrition Assistance Program (SNAP) — known as CalFresh in California — through FY 2024 ending on September 30, 2024. <i>Potential CalOptima Health Impact:</i> Continuation of current federal spending on programs impacting CalOptima Health members.	11/16/2023 Signed into law	CalOptima Health: Watch
<u>SB 101</u> Skinner <u>AB 102</u> Ting	Budget Act of 2023: Makes appropriations for the government of the State of California for FY 2023–24. Total spending is \$310.8 billion, of which \$226 billion is from the General Fund. <i>Potential CalOptima Health Impact:</i> Impacts are discussed in the enclosed FY 2023–24 Enacted State Budget Analysis.	7/10/2023 Signed into law	CalOptima Health: Watch
<u>AB 118</u> Committee on Budget	Health Trailer Bill: Consolidates and enacts certain budget trailer bill language containing the policy changes needed to implement health-related expenditures in the FY 2023-24 state budget. <i>Potential CalOptima Health Impact:</i> Impacts are discussed in the enclosed FY 2023–24 Enacted State Budget Analysis.	07/10/2023 Signed into law	CalOptima Health: Watch
<u>AB 119</u> Committee on Budget	Managed Care Organization (MCO) Provider Tax Trailer Bill: Renews the MCO provider tax, retroactively effective April 1, 2023, through December 31, 2026, and restructures the tax tiers and amounts. Also creates the Managed Care Enrollment Fund to fund Medi-Cal programs. <i>Potential CalOptima Health Impact:</i> Impacts are discussed in the enclosed FY 2023–24 Enacted State Budget Analysis.	06/29/2023 Signed into law	CalOptima Health: Watch
California Advancing and Innovating Medi-Cal (CalAIM)			
<u>AB 586</u> Calderon	Community Support: Climate Change or Environmental Remediation Devices: Would add “climate change or environmental remediation devices” as a Medi-Cal Community Support option, defined as the coverage and installation of devices to address health-related complications, barriers or other factors linked to extreme weather, poor air quality or other climate events, including air conditioners, electric heaters, air filters and backup power sources. <i>Potential CalOptima Health Impact:</i> New services available for CalOptima Health Medi-Cal members to address social determinants of health (SDOH).	01/19/2024 Died in Assembly Appropriations Committee 04/11/2023 Passed Assembly Health Committee	CalOptima Health: Watch

Bill Number Author	Bill Summary	Bill Status	Position/Notes
AB 1338 Petrie-Norris	<p>Community Support: Fitness: Would add fitness, physical activity, or recreational sports programs, activities, or memberships as a Medi-Cal Community Support option.</p> <p><i>Potential CalOptima Health Impact:</i> New services available for CalOptima Health Medi-Cal members to address SDOH.</p>	<p>01/19/2024 Died in Assembly Appropriations Committee</p> <p>04/18/2023 Passed Assembly Health Committee</p>	CalOptima Health: Watch
Covered Benefits			
SB 257 Portantino	<p>Mammography: Beginning January 1, 2025, would have required health plans to cover, without cost sharing, screening mammography and medically necessary diagnostic breast imaging, including following an abnormal mammography result and for individuals with a risk factor associated with breast cancer.</p> <p><i>Potential CalOptima Health Impact:</i> Expanded covered benefit for CalOptima Health Medi-Cal members.</p>	<p>10/07/2023 Vetoed (see veto message)</p>	CalOptima Health: Watch CAHP: Oppose
SB 324 Limón	<p>Endometriosis: Would add any clinically indicated treatment for endometriosis as a covered benefit without prior authorization or other utilization review.</p> <p><i>Potential CalOptima Health Impact:</i> Expanded covered benefit for CalOptima Health Medi-Cal members.</p>	<p>06/27/2023 Passed Assembly Health Committee; referred to Assembly Appropriations Committee</p> <p>05/24/2023 Passed Senate floor</p>	CalOptima Health: Watch CAHP: Oppose
SB 339 Wiener	<p>Human Immunodeficiency Virus (HIV) Preexposure Prophylaxis (PrEP) and Postexposure Prophylaxis (PEP): Increases Medi-Cal coverage of PrEP and PEP furnished by a <i>pharmacist</i> from a 60-day maximum course to a 90-day maximum course, which could be further extended under certain conditions.</p> <p><i>Potential CalOptima Health Impact:</i> Expanded Medi-Cal Rx benefit for CalOptima Health Medi-Cal members.</p>	<p>02/06/2024 Signed into law</p>	CalOptima Health: Watch CAHP: Oppose
SB 496 Limón	<p>Biomarker Testing: No later than July 1, 2024, adds biomarker testing — subject to UM controls — including whole genome sequencing, as a covered Medi-Cal benefit for the purposes of diagnosis, treatment, appropriate management or ongoing monitoring of a disease or condition to guide treatment decisions, if the test is supported by medical and scientific evidence, as prescribed.</p> <p><i>Potential CalOptima Health Impact:</i> Expanded covered benefit for CalOptima Health Medi-Cal members.</p>	<p>10/07/2023 Signed into law</p>	CalOptima Health: Watch CAHP: Oppose Unless Amended

Bill Number Author	Bill Summary	Bill Status	Position/Notes
<u>SB 694</u> Eggman	Self-Measured Blood Pressure (SMBP) Devices and Services: Would have added two SMBP device-related services — patient training and device calibration as well as 30-day data collection — as covered Medi-Cal benefits to promote the health of beneficiaries with high blood pressure (hypertension) or another diagnosis that supports the use of an at-home blood pressure monitor. <i>Potential CalOptima Health Impact:</i> New covered benefits for CalOptima Health Medi-Cal members.	10/07/2023 Vetoed (see veto message)	CalOptima Health: Watch CalPACE: Support
<u>SB 953</u> Menjivar	Menstrual Products: Would add menstrual products as covered Medi-Cal benefits. <i>Potential CalOptima Health Impact:</i> New covered benefits for CalOptima Health Medi-Cal members.	01/22/2024 Introduced	CalOptima Health: Watch
<u>SB 1180</u> Ashby	Emergency Medical Services: Would require health plans to cover services provided by a community paramedicine program, triage to alternate destination program and mobile integrated health program. <i>Potential CalOptima Health Impact:</i> Expanded covered benefits for CalOptima Health Medi-Cal members.	02/14/2024 Introduced	CalOptima Health: Watch
<u>AB 47</u> Boerner	Pelvic Floor Physical Therapy: Beginning January 1, 2024, would require health plans to provide coverage for pelvic floor physical therapy after pregnancy. <i>Potential CalOptima Health Impact:</i> New covered benefit for CalOptima Health Medi-Cal members.	01/12/2024 Died in Assembly Health Committee	CalOptima Health: Watch CAHP: Oppose
<u>AB 365</u> Aguilar-Curry	Continuous Glucose Monitors (CGMs): Would add CGMs and related supplies as a covered Medi-Cal benefit for the treatment of diabetes when medically necessary, subject to utilization controls. Would also allow DHCS to require a manufacturer of CGMs to enter into a rebate agreement with DHCS. <i>Potential CalOptima Health Impact:</i> Expanded covered benefits for CalOptima Health Medi-Cal members.	08/21/2023 Re-referred to Senate floor 06/21/2023 Passed Senate Health Committee; referred to Senate Appropriations Committee 05/31/2023 Passed Assembly floor	CalOptima Health: Watch CalPACE: Support
<u>AB 425</u> Alvarez	Pharmacogenomics Advancing Total Health for All Act: Effective July 1, 2024, adds pharmacogenomic testing as a covered Medi-Cal benefit, defined as laboratory genetic testing to identify how an individual’s genetics may impact the efficacy, toxicity and safety of medications. <i>Potential CalOptima Health Impact:</i> Expanded covered benefit for CalOptima Health Medi-Cal members.	10/07/2023 Signed into law	CalOptima Health: Watch

Bill Number Author	Bill Summary	Bill Status	Position/Notes
<u>AB 608</u> Schiavo	<p>Perinatal Services: Would have required DHCS to cover additional perinatal assessments, individualized care plans and other services during the one-year postpartum Medi-Cal eligibility period at least proportional to those available during pregnancy and the initial 60-day postpartum period. DHCS would have been required to collaborate with the California Department of Public Health (CDPH) and stakeholders to determine the specific levels of additional coverage. Would have also allowed perinatal services to be rendered by a nonlicensed perinatal health worker in a beneficiary's home or other community setting away from a medical site. Lastly, would have allowed such workers to be supervised by a community-based organization or local health jurisdiction.</p> <p>Potential CalOptima Health Impact: Expanded covered benefit and associated provider network for CalOptima Health Medi-Cal members.</p>	<p>10/07/2023 Vetoed (see veto message)</p>	<p>CalOptima Health: Watch</p>
<u>AB 847</u> Rivas, L.	<p>Pediatric Palliative Care Services: Authorizes extended Medi-Cal coverage for palliative care and hospice services after 21 years of age for individuals deemed eligible prior to that age.</p> <p>Potential CalOptima Health Impact: Expanded covered benefit for certain CalOptima Health Medi-Cal members.</p>	<p>10/13/2023 Signed into law</p>	<p>CalOptima Health: Watch</p>
<u>AB 907</u> <u>AB 2105</u> Lowenthal	<p>PANDAS and PANS: Beginning January 1, 2025, would require a health plan to provide coverage for prophylaxis, diagnosis and treatment of Pediatric Autoimmune Neuropsychiatric Disorder Associated with Streptococcal Infections (PANDAS) and Pediatric Acute-onset Neuropsychiatric Syndrome (PANS) prescribed or ordered by a provider.</p> <p>Potential CalOptima Health Impact: New covered benefit for pediatric CalOptima Health Medi-Cal members.</p>	<p>02/05/2024 Re-introduced as AB 2105</p> <p>10/07/2023 Vetoed as AB 907 (see veto message)</p>	<p>CalOptima Health: Watch CAHP: Oppose</p>
<u>AB 1036</u> Bryan	<p>Emergency Medical Transportation: Would require a physician to certify upon patient arrival at an emergency room via emergency medical transportation whether an emergency medical condition existed and required emergency medical transportation. If certified, would require a health plan to provide coverage for emergency medical transportation.</p> <p>Potential CalOptima Health Impact: Increased CalOptima Health costs for reimbursement of emergency transportation services.</p>	<p>01/12/2024 Died in Assembly Health Committee</p>	<p>CalOptima Health: Watch</p>

Bill Number Author	Bill Summary	Bill Status	Position/Notes
<u>AB 1060</u> <u>AB 2271</u> Ortega	<p>Naloxone: Would add prescription and non-prescription naloxone hydrochloride or another drug approved by the U.S. Food and Drug Administration as a covered benefit under the Medi-Cal program for the complete or partial reversal of an opioid overdose.</p> <p>Potential CalOptima Health Impact: New Medi-Cal Rx benefit for CalOptima Health Medi-Cal members.</p>	<p>02/08/2024 Re-introduced as AB 2271</p> <p>10/07/2023 Vetoed as AB 1060 (see veto message)</p>	CalOptima Health: Watch CAHP: Oppose Unless Amended
<u>AB 1085</u> Maienschein	<p>Housing Support Services: Would have required DHCS, if the state has sufficient network capacity, to add housing support services as a covered Medi-Cal benefit for individuals experiencing or at risk of homelessness, consistent with the following Community Supports offered through CalAIM:</p> <ul style="list-style-type: none"> • Housing Transition Navigation Services • Housing Deposits • Housing Tenancy and Sustaining Services <p>Potential CalOptima Health Impact: Formalization of certain Community Support services as covered benefits for eligible CalOptima Health Medi-Cal members.</p>	<p>10/07/2023 Vetoed (see veto message)</p>	CalOptima Health: Watch CalPACE: Support
<u>AB 1644</u> <u>AB 1975</u> Bonta	<p>Medically Supportive Food: Would add medically supportive food and nutrition intervention plans as covered Medi-Cal benefits, when determined to be medically necessary to a patient’s medical condition by a provider or plan. The benefit would be based in part on the following Community Support offered through CalAIM: Medically Tailored Meals.</p> <p>Potential CalOptima Health Impact: Formalization and expansion of certain Community Support services as covered benefits for eligible CalOptima Health Medi-Cal members.</p>	<p>01/30/2024 Re-introduced as AB 1975</p> <p>01/19/2024 Died in Assembly Appropriations Committee as AB 1644</p>	CalOptima Health: Watch
<u>AB 2340</u> Bonta	<p>Early and Periodic Screening, Diagnostic, and Treatment (EPSDT) Services: Would prohibit limits on EPSDT services when medically necessary, unless carved out of the contract between the managed care plan and DHCS. Would specify that EPSDT services include all age-specific assessments listed under the current American Academy of Pediatrics (AAP) and Bright Futures.</p> <p>Potential CalOptima Health Impact: Expanded covered benefits for CalOptima Health Medi-Cal members.</p>	<p>02/12/2024 Introduced</p>	CalOptima Health: Watch

Bill Number Author	Bill Summary	Bill Status	Position/Notes
<u>AB 2446</u> Ortega	<p>Diapers: Would add diapers as a covered Medi-Cal benefit for infants or toddlers with certain conditions such as urinary tract infection and colic, among others. Would also add diapers as benefit for a child greater than three years of age with a condition that contributes to incontinence.</p> <p>Potential CalOptima Health Impact: New covered benefit for pediatric CalOptima Health Medi-Cal members.</p>	02/13/2024 Introduced	CalOptima Health: Watch
Medi-Cal Eligibility and Enrollment			
<u>S. 423</u> Van Hollen (MD) <u>H.R. 1113</u> Bera (CA)	<p>Easy Enrollment in Health Care Act: To streamline and increase enrollment into public health insurance programs, would allow taxpayers to request their federal income tax returns include a determination of eligibility for Medicaid, the Children’s Health Insurance Program (CHIP) or advance premium tax credits to purchase insurance through a health plan exchange. Taxpayers could also consent to be automatically enrolled into any such program or plan if they were subject to a zero net premium. Would also make individuals eligible for Medicaid or CHIP based on a prior finding of eligibility for the Temporary Assistance for Needy Families program or the Supplemental Nutrition Assistance Program.</p> <p>Potential CalOptima Health Impact: Expanded eligibility standards and procedures for enrollment of CalOptima Health members.</p>	02/14/2023 Introduced; referred to committees	CalOptima Health: Watch
<u>SB 1112</u> Menjivar	<p>Families with Subsidized Childcare: Would require DHCS and the California Department of Social Services (CDSS) to assist families receiving subsidized childcare with the Medi-Cal enrollment of a child who is eligible but not a beneficiary. Additionally, the child would be referred to developmental screenings that are available under EPSDT services.</p> <p>Potential CalOptima Health Impact: Expanded procedures for enrollment of pediatric CalOptima Health members.</p>	02/21/2024 Introduced	CalOptima Health: Watch
<u>AB 1481</u> Boerner	<p>Medi-Cal Presumptive Eligibility for Pregnancy: Expands Medi-Cal presumptive eligibility for pregnant women to all pregnant people, renaming the program “Presumptive Eligibility for Pregnant People” (PE4PP). If an application for full-scope Medi-Cal benefits is submitted between the date of a PE4PP determination and the last day of the subsequent month, PE4PP coverage will be effective until the Medi-Cal application is approved or denied.</p> <p>Potential CalOptima Health Impact: Improved Medi-Cal enrollment process and timelier access to covered benefits for eligible pregnant individuals.</p>	10/07/2023 Signed into law	CalOptima Health: Watch

Bill Number Author	Bill Summary	Bill Status	Position/Notes
<u>AB 1608</u> Patterson	<p>Regional Center Clients: Would exempt from mandatory Medi-Cal MCP enrollment any dual-eligible and non-dual-eligible Medi-Cal beneficiaries who receive services from a regional center and use the Medi-Cal fee-for-service (FFS) delivery system as secondary form of health coverage.</p> <p>Potential CalOptima Health Impact: Decreased number of CalOptima Health members.</p>	01/12/2024 Died in Assembly Health Committee	CalOptima Health: Watch
<u>AB 1783</u> Essayli	<p>Unsatisfactory Immigration Status: States the intent of the Legislature to enact legislation to prohibit state funding of health care benefits for individuals with unsatisfactory immigration status.</p> <p>Potential CalOptima Health Impact: Decreased number of CalOptima Health members</p>	01/04/2024 Introduced	CalOptima Health: Watch
<u>AB 2956</u> Boerner	<p>Adult Continuous Eligibility and Redetermination: Would require DHCS to seek federal approval to extend continuous Medi-Cal eligibility to individuals over 19 years of age. Would also require a county to attempt communication through all additional available channels before completing a redetermination and to conduct an additional review of information in an attempt to renew eligibility without needing a response, such as prior income verification.</p> <p>Potential CalOptima Health Impact: Expanded eligibility standards and procedures for enrollment and re-enrollment of CalOptima Health members.</p>	02/16/2024 Introduced	CalOptima Health: Watch
Medi-Cal Operations and Administration			
<u>H.R. 2811</u> Arrington (TX)	<p>Limit, Save, Grow Act of 2023: Would require Medicaid beneficiaries ages 19–55 without dependents to work, complete community service and/or participate in a work training program for at least 80 hours per month for at least three months per year. Exemptions would be provided for those who are pregnant, physically or mentally unfit for employment, complying with work requirements under a different federal program, participating in a drug or alcohol treatment program, or enrolled in school at least half-time.</p> <p>The U.S. Department of Health and Human Services estimates that 294,981 Medi-Cal beneficiaries in Orange County would be subject to the proposed work requirements without an exemption.</p> <p>Potential CalOptima Health Impact: Disenrollment of certain CalOptima Health Medi-Cal members, especially those who experience homelessness, who are not exempt from work requirements.</p>	04/26/2023 Passed House floor; referred to Senate Budget Committee	CalOptima Health: Concerns ACAP: Oppose

Bill Number Author	Bill Summary	Bill Status	Position/Notes
<u>SB 770</u> Wiener	<p>Unified Health Care Financing System: Directs the CalHHS Secretary to research, develop and pursue discussions of a waiver framework with the federal government to create a health care system that incorporates a comprehensive package of medical, behavioral health, pharmacy, dental and vision benefits, without a share of cost for essential services. No later than January 1, 2025, the Secretary must submit an interim report to the Legislature, including proposed statutory language to authorize submission of a waiver application. No later than June 1, 2025, a draft waiver framework must be completed and made available to the public for a 45-day public comment period. No later than November 1, 2025, the finalized waiver framework must be submitted to the governor and Legislature for review.</p> <p>Potential CalOptima Health Impact: Unknown but potentially significant impacts to the Medi-Cal and commercial health care delivery systems, including changes to administration, covered benefits, financing and organization.</p>	10/07/2023 Signed into law	CalOptima Health: Watch
<u>AB 557</u> Hart	<p>Brown Act Flexibilities: Permanently extends current Brown Act teleconferencing flexibilities — when a declared state of emergency is in effect — beyond January 1, 2024. Also extends the period for a legislative body to make findings related to a continuing state of emergency from every 30 days to every 45 days.</p> <p>Potential CalOptima Health Impact: Extended teleconferencing flexibilities for Board and advisory committee meetings.</p>	10/08/2023 Signed into law	CalOptima Health: Watch
<u>AB 719</u> <u>AB 2043</u> Boerner	<p>Public Transit Contracts: Would require Medi-Cal MCPs to contract with public paratransit operators for nonmedical transportation (NMT) and nonemergency medical transportation (NEMT) services. Would require reimbursement to be based on the Medi-Cal FFS rates for those services.</p> <p>Potential CalOptima Health Impact: Execution of additional NMT and NEMT contracts; increased transportation options for CalOptima Health Medi-Cal members.</p>	02/01/2024 Re-introduced as AB 2043 10/07/2023 Vetoed as AB 719 (see veto message)	CalOptima Health: Watch CAHP: Oppose LHPC: Oppose

Bill Number Author	Bill Summary	Bill Status	Position/Notes
<u>AB 1202</u> Lackey	<p>Health Care Services Data for Children, Pregnancy and Postpartum: No later than January 1, 2025, would have required DHCS to report to the Legislature the results of an analysis to identify the number and geographic distribution of Medi-Cal providers needed to ensure compliance with time and distances standards for pediatric primary care. The report would have also included data on the number of children, pregnant and postpartum individuals receiving certain Medi-Cal services.</p> <p>Potential CalOptima Health Impact: Increased network analysis and reporting to DHCS.</p>	<p>10/08/2023 Vetoed (see veto message)</p>	<p>CalOptima Health: Watch</p>
<u>AB 1690</u> Kalra	<p>Universal Health Care Coverage: States the intent of the Legislature to guarantee accessible, affordable, equitable and high-quality health care for all Californians through a comprehensive universal single-payer health care program.</p> <p>Potential CalOptima Health Impact: Unknown but potentially significant impacts to the Medi-Cal and commercial health care delivery systems, including changes to administration, covered benefits, financing and organization.</p>	<p>01/19/2024 Died without referral to committee</p>	<p>CalOptima Health: Watch</p>
<u>AB 2200</u> Kalra	<p>Guaranteed Health Care for All: Would create the California Guaranteed Health Care for All program, or CalCare, to provide comprehensive universal single-payer health care coverage and a health care cost control system for the benefit of all residents of California.</p> <p>Potential CalOptima Health Impact: Unknown but potentially significant impacts to the Medi-Cal and commercial health care delivery systems, including changes to administration, covered benefits, financing and organization</p>	<p>02/07/2024 Introduced</p>	<p>CalOptima Health: Watch</p>
Older Adult Services			
<u>S. 1002</u> Cassidy (LA)	<p>No Unreasonable Payments, Coding, or Diagnoses for the Elderly (No UPCODE) Act: Would modify the MA risk adjustment model to prevent overpayment to MA plans, as follows:</p> <ul style="list-style-type: none"> • Utilization of two years instead of one of diagnostic data • Exclusion of outdated diagnoses solely included on health risk assessments • Coding adjustment to account for other payment differences between MA and Medicare FFS <p>Potential CalOptima Health Impact: Decreased reimbursement rates from the Centers for Medicare and Medicaid Services (CMS) for CalOptima Health OneCare members.</p>	<p>03/28/2023 Introduced; referred to Senate Finance Committee</p>	<p>CalOptima Health: Watch</p>

Bill Number Author	Bill Summary	Bill Status	Position/Notes
<p><u>S. 1703</u> Carper (DE)</p> <p><u>H.R. 3549</u> Wenstrup (OH)</p>	<p>Program of All-Inclusive Care for the Elderly (PACE) Part D Choice Act of 2023: Would allow a Medicare-only PACE participant to opt out of drug coverage provided by the PACE program and instead enroll in a standalone Medicare Part D prescription drug plan that results in equal or lesser out-of-pocket costs. PACE programs would be required to educate their participants about this option.</p> <p><i>Potential CalOptima Health Impact:</i> Increased enrollment into CalOptima Health PACE by Medicare-only beneficiaries due to decreased out-of-pocket costs.</p>	<p>05/18/2023 Introduced; referred to committees</p>	<p>08/30/2023 CalOptima Health: SUPPORT</p> <p>NPA: Support</p>
<p><u>SB 311</u> Eggman</p>	<p>Medicare Part A Buy-In: Requires DHCS to submit a Medicaid state plan amendment to enter into a Medicare Part A buy-in agreement with CMS, effective January 1, 2025, or DHCS’s readiness date, whichever is later. This will allow DHCS to automatically enroll individuals with a Part A premium into Part A on their behalf.</p> <p><i>Potential CalOptima Health Impact:</i> Simplified Medicare enrollment and increased financial stability for dual-eligible CalOptima Health members with Part A premium requirements.</p>	<p>10/10/2023 Signed into law</p>	<p>CalOptima Health: Watch LHPC: Support CalPACE: Support</p>
<p><u>AB 1022</u> Mathis</p>	<p>PACE Rates and Assessments: Would require PACE capitation rates to also reflect the frailty level and risk associated with participants. In addition, would expand a PACE organization’s authority to use video telehealth to conduct all assessments.</p> <p><i>Potential CalOptima Health Impact:</i> Increased capitation rates for CalOptima Health PACE participants; expanded use of video telehealth assessments.</p>	<p>01/12/2024 Died in Assembly Health Committee</p>	<p>CalOptima Health: Watch</p>
<p><u>AB 1223</u> Hoover</p>	<p>PACE Audits: Would require DHCS to perform program audits of PACE organizations and to develop and maintain standards, rules and auditing protocols, including related to data collection, technical assistance, formal decisions and enforcement of non-compliance.</p> <p><i>Potential CalOptima Health Impact:</i> Modified audit protocols for CalOptima Health PACE.</p>	<p>01/12/2024 Died in Assembly Health Committee</p>	<p>CalOptima Health: Watch</p>
<p><u>AB 1230</u> Valencia</p>	<p>Special Needs Plans (SNPs): No later than January 1, 2025, would require DHCS to offer contracts to health plans for Highly Integrated Dual Eligible Special Needs Plans (HIDE-SNPs) and Fully Integrated Dual Eligible Special Needs Plans (FIDE-SNPs) to provide care to dual eligible beneficiaries.</p> <p><i>Potential CalOptima Health Impact:</i> Increased number of SNPs in Orange County; decreased number of CalOptima Health OneCare members.</p>	<p>01/12/2024 Died in Assembly Health Committee</p>	<p>CalOptima Health: Watch LHPC: Oppose</p>

Bill Number Author	Bill Summary	Bill Status	Position/Notes
Providers			
<u>S. 3059</u> Bennet (CO)	Requiring Enhanced & Accurate Lists of (REAL) Health Providers Act: Effective plan year 2026, would require MA plans to update and ensure accurate provider directory information at least once every 90 days. If a plan is unable to verify such information for a specific provider, a disclaimer indicating that the information may not be up to date is required. Would also require the removal of a provider from a directory within five business days if the plan determines they are no longer participating in the network. Potential CalOptima Health Impact: Increased staff oversight of CalOptima Health’s OneCare provider directory.	10/17/2023 Introduced; referred to Senate Finance Committee	CalOptima Health: Watch
<u>H.R. 497</u> Duncan (SC)	Freedom for Health Care Workers Act: would repeal the rule issued by CMS on November 5, 2021, that requires health care providers participating in the Medicare and Medicaid programs to ensure staff are fully vaccinated against COVID-19. Potential CalOptima Health Impact: Elimination of COVID-19 vaccination mandate for CalOptima Health PACE staff and contracted providers.	01/31/2023 Passed House floor; referred to Senate Finance Committee	CalOptima Health: Watch
<u>SB 598</u> <u>SB 516</u> Skinner	Prior Authorization “Gold Carding”: Beginning January 1, 2026, would prohibit a health plan from requiring a contracted provider to obtain a prior authorization for any services if the plan approved or would have approved no less than 90% of the prior authorization requests submitted by the provider in the most recent one-year contracted period. Would also broadly prohibit prior authorization requirements for any services approved by a health plan at least 95% of the time. Potential CalOptima Health Impact: Implementation of new UM procedures to assess provider approval rates; decreased number of prior authorizations.	09/14/2023 SB 516 gutted and amended as new vehicle for SB 598; re-referred to Assembly Appropriations Committee 07/11/2023 Passed Assembly Health Committee 05/25/2023 Passed Senate floor	08/30/2023 CalOptima Health: OPPOSE CAHP: Oppose LHPC: Oppose
<u>SB 819</u> Eggman	Medi-Cal Mobile Health Care Site Enrollment: Would exempt intermittent or mobile health care sites from enrolling in Medi-Cal as a separate provider if operated by a government-operated primary care clinic that is exempt from licensure by CDPH. Potential CalOptima Health Impact: Expansion of intermittent and mobile health care sites; increased access to care for CalOptima Health members.	08/16/2023 Passed Assembly Appropriations Committee; referred to Assembly floor 07/11/2023 Passed Assembly Health Committee 05/04/2023 Passed Senate floor	CalOptima Health: Watch

Bill Number Author	Bill Summary	Bill Status	Position/Notes
<u>AB 236</u> Holden	<p>Provider Directory Audits: Would require health plans to annually audit and delete inaccurate listings from its provider directories. Would also require a provider directory to be 60% accurate by January 1, 2024, with increasing percentage accuracy each year until the directories are 95% accurate by January 1, 2027. In addition, plans would be subject to penalties for failure to meet the prescribed benchmarks and for each inaccurate listing in its directories. Finally, beginning July 1, 2024, would require plans to delete a provider from its directory if a plan has not reimbursed the provider in the prior year.</p> <p>Potential CalOptima Health Impact: Increased oversight of CalOptima Health provider directory; increased coordination with contracted providers; increased penalty payments to DHCS.</p>	<p>01/30/2024 Passed Assembly floor; referred to Senate</p>	<p>CalOptima Health: Watch LHPC: Oppose CAHP: Oppose</p>
<u>AB 564</u> Villapudua	<p>Medi-Cal Claim Signatures: Would allow Medi-Cal providers to submit electronic signatures for claims and remittance forms.</p> <p>Potential CalOptima Health Impact: Reduced administrative burden for CalOptima Health contracted providers.</p>	<p>06/14/2023 Referred to Senate Health Committee</p> <p>05/31/2023 Passed Assembly floor</p>	<p>CalOptima Health: Watch</p>
<u>AB 815</u> Wood	<p>Provider Credentialing: Would require CalHHS to create a provider credentialing board that certifies entities to credential providers in lieu of a health plan's credentialing process, effective July 1, 2025. Would require a health plan to accept a credential from such entities without imposing additional criteria and to pay a fee to such entities based on the number of contracted providers credentialed. Health plans could use their own credentialing processes for any providers who are not credentialed by certified entities.</p> <p>Potential CalOptima Health Impact: Reduced credentialing application workload for CalOptima Health staff; reduced quality oversight of contracted providers.</p>	<p>06/07/2023 Referred to Senate Health Committee</p> <p>05/30/2023 Passed Assembly floor</p>	<p>CalOptima Health: Watch CAHP: Concerns LHPC: Oppose Unless Amended</p>
<u>AB 904</u> Calderon	<p>Doula Access: Beginning January 1, 2025, requires a health plan to develop a maternal and infant health equity program that addresses racial health disparities in maternal and infant health outcomes through the use of doulas.</p> <p>Potential CalOptima Health Impact: Increased access to prenatal care for eligible CalOptima Health Medi-Cal members; additional provider contracting and credentialing; additional staff time for program management.</p>	<p>10/07/2023 Signed into law</p>	<p>CalOptima Health: Watch</p>

Bill Number Author	Bill Summary	Bill Status	Position/Notes
<u>AB 931</u> Irwin	<p>Physical Therapy Prior Authorization: Beginning January 1, 2025, would have prohibited health plans from requiring prior authorization for the initial 12 treatment visits for a new episode of care for physical therapy.</p> <p>Potential CalOptima Health Impact: Modified UM procedures for a covered Medi-Cal benefit.</p>	<p>10/07/2023 Vetoed (see veto message)</p>	<p>CalOptima Health: Watch CAHP: Oppose</p>
<u>AB 1241</u> Weber	<p>Medi-Cal Telehealth Providers: Requires Medi-Cal telehealth providers to maintain and follow protocols to either offer in-person services or arrange a referral to in-person services. However, this does not require a provider to schedule an appointment with a different provider on behalf of a patient.</p> <p>Potential CalOptima Health Impact: Continued flexibility to access in-person, video and audio-only health care services for CalOptima Health Medi-Cal members.</p>	<p>09/08/2023 Signed into law</p>	<p>CalOptima Health: Watch</p>
<u>AB 1288</u> <u>AB 1842</u> Reyes	<p>Medication-Assisted Treatment Prior Authorization: Would prohibit health plans from requiring prior authorization for a naloxone product, buprenorphine product, methadone or long-acting injectable naltrexone for detoxification or maintenance treatment of an SUD, when prescribed according to generally accepted national professional guidelines.</p> <p>Potential CalOptima Health Impact: Modified UM procedures for a covered Medi-Cal benefit.</p>	<p>01/16/2024 Re-introduced as AB 1842</p> <p>10/08/2023 Vetoed as AB 1288 (see veto message)</p>	<p>CalOptima Health: Watch CAHP: Oppose</p>
<u>AB 2110</u> Arambula	<p>Adverse Childhood Experiences (ACEs) Trauma Screenings: Would include Medi-Cal enrolled community-based organizations and local health jurisdictions that provide health services through community health workers and doulas as providers qualified to provide and eligible to receive payments for ACEs trauma screenings.</p> <p>Potential CalOptima Health Impact: Increased access to care for eligible CalOptima Health Medi-Cal members; additional provider contracting and credentialing.</p>	<p>02/05/2024 Introduced</p>	<p>CalOptima Health: Watch</p>
<u>AB 2129</u> Petrie-Norris	<p>Immediate Postpartum Contraception: No later than January 1, 2025, would authorize a provider to separately bill for devices, implants or professional services, or a combination of both, associated with immediate postpartum contraception if the birth takes place in a licensed hospital or birthing center.</p> <p>Potential CalOptima Health Impact: Modified UM procedures for a covered Medi-Cal benefit.</p>	<p>02/06/2024 Introduced</p>	<p>CalOptima Health: Watch</p>

Bill Number Author	Bill Summary	Bill Status	Position/Notes
<u>AB 2339</u> Aguiar-Curry	<p>Medi-Cal Asynchronous Telehealth: Would expand telehealth capabilities to include asynchronous electronic transmission initiated directly by patients, including through mobile telephone applications. Would also authorize a health care provider to establish a new patient relationship using asynchronous store and forward when requested by the patient.</p> <p><i>Potential CalOptima Health Impact:</i> Expanded telehealth capabilities for CalOptima Health Medi-Cal members.</p>	02/12/2024 Introduced	CalOptima Health: Watch
Rates & Financing			
<u>S. 570</u> Cardin (MD) <u>H.R. 1342</u> Barragan (CA)	<p>Medicaid Dental Benefit Act of 2023: Would require state Medicaid programs to cover dental and oral health services for adults. Would also increase the Federal Medical Assistance Percentage (FMAP) (i.e., federal matching rate) for such services. CMS would be required to develop oral health quality and equity measures and conduct outreach relating to dental and oral health coverage.</p> <p><i>Potential CalOptima Health Impact:</i> Increased payments to CalOptima Health and contracted providers; additional quality metrics.</p>	02/28/2023 Introduced; referred to committees	CalOptima Health: Watch
<u>S. 1038</u> Welch (VT) <u>H.R. 1613</u> Carter (GA)	<p>Drug Price Transparency in Medicaid Act of 2023: Would prohibit “spread pricing” for payment arrangements with PBMs under Medicaid. Would also require a pass-through pricing model that focuses on cost-based pharmacy reimbursement and dispensing fees.</p> <p><i>Potential CalOptima Health Impact:</i> Lower costs and increased transparency in drug prices under the Medi-Cal Rx program,</p>	03/29/2023 Introduced; referred to committees	CalOptima Health: Watch
<u>S. 3578</u> Cassidy (LA)	<p>Protect Medicaid Act: Would prohibit federal funding for the administrative costs of providing Medicaid benefits to individuals with unsatisfactory immigration status. If states choose to self-fund such costs, this bill would require states to submit a report describing its funding methods as well as the process utilized to bifurcate its expenditures on administrative costs.</p> <p><i>Potential CalOptima Health Impact:</i> New financial reporting requirements.</p>	01/11/2024 Introduced; referred to Senate Finance Committee	CalOptima Health: Watch

Bill Number Author	Bill Summary	Bill Status	Position/Notes
<u>H.R. 485</u> McMorris (WA)	Protecting Health Care for All Patients Act of 2023: Would prohibit all federally funded health care programs from using quality-adjusted life years (i.e., measures that discount the value of a life based on disability) to determine coverage and payment determinations for treatments and prescription drugs. <i>Potential CalOptima Health Impact:</i> Modified authorization limits for certain CalOptima Health members.	02/07/2024 Passed House; referred to Senate Finance Committee 03/24/2023 Passed by House Energy and Commerce Committee; referred to House floor	CalOptima Health: Watch
<u>SB 282</u> Eggman	Federally Qualified Health Center (FQHC) and Rural Health Clinic (RHC) Same-Day Visits: Would authorize reimbursement for a maximum of two separate visits that take place on the same day at a single FQHC or RHC site, whether through a face-to-face or telehealth-based encounter (e.g., a medical visit and dental visit on the same day). In addition, would add a licensed acupuncturist within those health care professionals covered under the definition of a “visit.” <i>Potential CalOptima Health Impact:</i> Timelier access to services at CalOptima Health’s contracted FQHCs.	07/11/2023 Passed Assembly Health Committee; referred to Assembly Appropriations Committee 05/25/2023 Passed Senate floor	CalOptima Health: Watch LHPC: Support
<u>SB 340</u> Eggman	Eyeglasses Reimbursement: Would authorize a provider to purchase eyeglasses from a private entity instead of from the Prison Industry Authority for the purpose of Medi-Cal reimbursement for covered optometric services. <i>Potential CalOptima Health Impact:</i> Timelier access to prescription eyeglasses for CalOptima Health Medi-Cal members.	06/15/2023 Referred to Assembly Health Committee and Assembly Public Safety Committee 05/25/2023 Passed Senate floor	CalOptima Health: Watch
<u>SB 525</u> Durazo	Health Care Workers Minimum Wage: Establishes three separate minimum wage schedules for covered health care employers, including integrated health care delivery systems; health care systems; dialysis clinics; health facilities owned, affiliated, or operated by a county; licensed skilled nursing facilities; and clinics that meet certain requirements. <i>Potential CalOptima Health Impact:</i> Increased direct wage costs for certain CalOptima Health PACE employees to be incorporated into DHCS rates; increased indirect costs from contracted providers subject to wage increases.	10/13/2023 Signed into law	CalOptima Health: Watch
<u>SB 870</u> Caballero	MCO Tax: Would renew the MCO tax on health plans, which expired on January 1, 2023, to an unspecified future date. Would also modify the tax rates to unspecified percentages that are based on the Medi-Cal membership of the health plan. <i>Potential CalOptima Health Impact:</i> Increased tax liability on CalOptima Health.	01/19/2024 Died in Senate Appropriations Committee 04/26/2023 Passed Senate Health Committee	CalOptima Health: Watch

Bill Number Author	Bill Summary	Bill Status	Position/Notes
<u>SB 1423</u> Dahle	<p>Critical Access Hospital Payment Structure: Would remove supplemental payments for Medi-Cal covered outpatient services received at a critical access hospital and instead require reimbursement to be at a rate equal to the actual cost to the hospital for providing the services or the amount charged by the hospital, whichever is less. Would also apply such requirements to swing-bed services (i.e., beds licensed for general acute care that are used as skilled nursing beds).</p> <p>Potential CalOptima Health Impact: Modified payments to CalOptima Health contracted critical access hospitals.</p>	02/16/2024 Introduced	CalOptima Health: Watch
<u>SB 1492</u> Menjivar	<p>Private Duty Nursing Rate Increases: Would consider private duty services provided to a child under 21 years of age by a home health agency as specialty care services for the purpose of Medi-Cal rate increases from MCO tax revenue.</p> <p>Potential CalOptima Health Impact: Increased payments to CalOptima Health contracted home health agencies.</p>	02/16/2024 Introduced	CalOptima Health: Watch
<u>AB 55</u> Rodriguez	<p>Ground Ambulance Transportation: Effective January 1, 2024, would require Medi-Cal MCPs to implement a value-based purchasing model that increases reimbursement to ground ambulance transportation providers who meet certain workforce standards.</p> <p>Potential CalOptima Health Impact: Increased financial stability for CalOptima Health’s contracted transportation providers; increased costs for CalOptima Health.</p>	01/19/2024 Died in Assembly Appropriations Committee 04/25/2023 Passed Assembly Health Committee	CalOptima Health: Watch
<u>AB 488</u> Nguyen, S.	<p>Vision Loss: Would modify the Skilled Nursing Facility (SNF) Workforce and Quality Incentive Program measures and milestones to include program access, staff training and capital improvement measures aimed at addressing the needs of SNF residents with vision loss.</p> <p>Potential CalOptima Health Impact: Modified payments to CalOptima Health contracted SNFs; increased data collection, tracking and reporting requirements; improved quality of life for certain members with vision loss.</p>	01/12/2024 Died in Assembly Health Committee	CalOptima Health: Watch
<u>AB 576</u> Weber	<p>Abortion Reimbursement: Would have required DHCS to fully reimburse Medi-Cal providers for providing medication to terminate a pregnancy that aligns with clinical guidelines, evidence-based research and provider discretion.</p> <p>Potential CalOptima Health Impact: Increased financial stability for eligible CalOptima Health contracted providers.</p>	10/07/2023 Vetoed (see veto message)	CalOptima Health: Watch

Bill Number Author	Bill Summary	Bill Status	Position/Notes
<u>AB 1549</u> Carrillo	<p>FQHC and RHC Rates: Would require that DHCS’s per-visit rates to FQHCs and RHCs account for costs that are reasonable and related to the provision of covered services, including staffing, the intensity of activities taking place in an average visit, the length or duration of a visit, and the number of activities provided during a visit.</p> <p><i>Potential CalOptima Health Impact:</i> Increased financial stability of CalOptima Health’s contracted FQHCs.</p>	<p>01/19/2024 Died in Assembly Appropriations Committee</p> <p>04/25/2023 Passed Assembly Health Committee</p>	CalOptima Health: Watch
<u>AB 1698</u> Wood	<p>Medi-Cal Funding: States the intent of the Legislature to enact future legislation to increase overall funding and reimbursement for the Medi-Cal program.</p> <p><i>Potential CalOptima Health Impact:</i> Increased financial stability for CalOptima Health and its contracted providers.</p>	<p>01/19/2024 Died without referral to committee</p>	CalOptima Health: Watch
<u>AB 2303</u> Carrillo	<p>Prospective Payment System (PPS) Rate Increase: Would require DHCS to request a federal waiver for community health centers to request a change in its PPS rate to accommodate increased labor costs resulting from recently enacted minimum wage increases pursuant to SB 525 (2023).</p> <p><i>Potential CalOptima Health Impact:</i> Increased financial stability for CalOptima Health contracted community health centers.</p>	<p>02/12/2024 Introduced</p>	CalOptima Health: Watch
<u>AB 2342</u> Lowenthal	<p>Island-Based Critical Access Hospitals: Would require DHCS to provide an annual supplemental payment for covered Medi-Cal services to each critical access hospital that operates on an island that is located more than 10 miles offshore of the mainland coasts of the state but is still within the jurisdiction of the state.</p> <p><i>Potential CalOptima Health Impact:</i> Increased payments for Medi-Cal services from certain critical access facilities.</p>	<p>02/12/2024 Introduced</p>	CalOptima Health: Watch
<u>AB 2376</u> Bains	<p>Medi-Cal Billing for Inpatient Detox Services: Would allow acute care hospitals that accept Medi-Cal coverage to directly bill for inpatient detox services and Medically Assisted Treatment for substance abuse issues provided in emergency departments, without limitation.</p> <p><i>Potential CalOptima Health Impact:</i> Increased payments to CalOptima Health contracted hospitals.</p>	<p>02/12/2024 Introduced</p>	CalOptima Health: Watch

Bill Number Author	Bill Summary	Bill Status	Position/Notes
<u>AB 2428</u> Calderon	Community-Based Adult Services (CBAS) Rates: Would require Medi-Cal MCPs to reimburse contracted CBS provider an amount equal to or greater than the Medi-Cal FFS rate. By January 1, 2025, would require a Medi-Cal MCP that had not reimbursed a CBAS provider at such rates to retroactively reimburse the difference for services provided since July 1, 2019. <i>Potential CalOptima Health Impact:</i> Increased payments to CalOptima Health contracted CBAS providers.	02/13/2024 Introduced	CalOptima Health: Watch
<u>AB 3275</u> Soria	Claim Reimbursement: Would require health maintenance organizations to reimburse a claim, or a portion of a claim, no later than 30 working days after receipt of the claim unless contested by the plan. Potential CalOptima Health Impact: Decreased claim review time for CalOptima Health staff; increased interested payments to CalOptima Health contracted providers.	02/16/2024 Introduced	CalOptima Health: Watch
Social Determinants of Health			
<u>H.R. 1066</u> Blunt Rochester (DE)	Collecting and Analyzing Resources Integral and Necessary for Guidance (CARING) for Social Determinants Act of 2023: Would require CMS to update guidance at least once every three years to help states address SDOH under Medicaid and CHIP. <i>Potential CalOptima Health Impact:</i> Increased opportunities for CalOptima Health to address SDOH.	02/17/2023 Introduced; referred to House Energy and Commerce Committee	CalOptima Health: Watch
<u>H.R. 3746</u> McHenry (NC)	Fiscal Responsibility Act (FRA) of 2023: Suspends the \$31 trillion debt limit until January 1, 2025, and includes additional policies to cap discretionary spending limits and modify work reporting requirements for certain safety net programs. Most notably, modifies work requirements for SNAP. Specifically, through October 1, 2030, raises the age of SNAP recipients subject to work requirements from 18–49 to 18–55 years old but also creates new exemptions that waive SNAP work requirements for veterans, individuals experiencing homelessness and young adults ages 18–24 years old who are aging out of the foster care system. <i>Potential CalOptima Health Impact:</i> Increased number of CalOptima Health members eligible for CalFresh.	06/03/2023 Signed into law	CalOptima Health: Watch

Bill Number Author	Bill Summary	Bill Status	Position/Notes
<u>AB 85</u> <u>AB 2250</u> Weber	SDOH Screenings: Would add SDOH screenings as a covered Medi-Cal benefit on or after January 1, 2027. Would also require health plans to provide primary care providers with adequate access to community health workers, social workers and peer support specialists. In addition, would require FQHCs and RHCs to be reimbursed for these services at the Med-Cal FFS rate. Potential CalOptima Health Impact: New covered benefits for CalOptima Health Medi-Cal members.	02/08/2024 Re-introduced as AB 2250 10/07/2023 Vetoed as AB 85 (see veto message)	CalOptima Health: Watch CAHP: Oppose
<u>AB 257</u> Hoover	Encampment Restrictions: Would prohibit a person from sitting, lying, sleeping or placing personal property in any street, sidewalk or other public property within 500 feet of a school, daycare center, park or library. Potential CalOptima Health Impact: Increased outreach and support services for unsheltered CalOptima Health Medi-Cal members.	01/19/2024 Died in Assembly Public Safety Committee 03/07/2023 Failed passage in Assembly Public Safety Committee	CalOptima Health: Watch
<u>AB 271</u> Quirk-Silva	Homeless Death Review Committee: Authorizes counties to establish a homeless death review committee for the purpose of gathering information to identify the root causes of the deaths of homeless individuals and to determine strategies to improve coordination of services for the homeless population. Potential CalOptima Health Impact: Increased coordination and data review between the County of Orange and CalOptima Health.	09/01/2023 Signed into law	03/02/2023 CalOptima Health: SUPPORT

Information in this document is subject to change as bills proceed through the legislative process.

ACAP: Association for Community Affiliated Plans
CAHP: California Association of Health Plans
CalPACE: California PACE Association
LHPC: Local Health Plans of California
NPA: National PACE Association
SNP Alliance: Special Needs Plan Alliance

Last Updated: February 22, 2024

2024 Federal Legislative Dates

January 8	118th Congress, 2nd Session convenes
August 5–September 6	Summer recess
September 30–November 11	Fall recess
December 20	118th Congress adjourns

Source: Floor Calendars, United States Congress: <https://www.congress.gov/calendars-and-schedules>

2024 State Legislative Dates

January 3	Legislature reconvenes
January 10	Proposed budget must be submitted by Governor
January 12	Last day for policy committees to hear and report to fiscal committees any fiscal bills introduced in that house in 2023
January 19	Last day for any committee to hear and report to the floor any bill introduced in that house in 2023
January 31	Last day for each house to pass bills introduced in that house in 2023
February 16	Last day for legislation to be introduced in 2024
March 21–March 30	Spring recess
April 26	Last day for policy committees to hear and report to fiscal committees any fiscal bills introduced in that house in 2024
May 3	Last day for policy committees to hear and report to the Floor any non-fiscal bills introduced in that house in 2024
May 17	Last day for fiscal committees to hear and report to the Floor any bills introduced in that house in 2024
May 20–24	Floor session only
May 24	Last day for each house to pass bills introduced in that house in 2024
June 15	Budget bill must be passed by midnight
July 3	Last day for policy committees to hear and report bills in their second house to fiscal committees or the Floor
July 3–August 4	Summer recess
August 16	Last day for fiscal committees to report bills in their second house to the Floor
August 19–31	Floor session only
August 23	Last day to amend bills on the Floor
August 31	Last day for each house to pass bills; final recess begins upon adjournment
September 30	Last day for Governor to sign or veto bills passed by the Legislature

Source: 2024 Legislative Deadlines, California State Assembly: <http://assembly.ca.gov/legislativedeadlines>

About CalOptima Health

CalOptima Health is a county organized health system that administers health insurance programs for low-income children, adults, seniors and people with disabilities. As Orange County’s community health plan, our mission is to serve member health with excellence and dignity, respecting the value and needs of each person. We provide coverage through three major programs: Medi-Cal, OneCare (HMO D-SNP) and the Program of All-Inclusive Care for the Elderly (PACE).

FY 2023–24 Enacted State Budget Analysis

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Background

On January 10, 2023, Gov. Gavin Newsom released the Fiscal Year (FY) 2023–24 Proposed State Budget, effective July 1, 2023. The proposed budget's total spending of \$297 billion (\$223.6 billion General Fund [GF]) reflected an estimated \$22.5 billion deficit and a 9.8% decrease in overall spending compared to the FY 2022–23 Enacted Budget.

On May 12, Gov. Newsom released the FY 2023–24 Revised Budget Proposal, also known as the May Revise, with total funding at \$306 billion, including \$224 billion GF. As tax revenues continued to decline, the projected budget deficit increased by \$9.3 billion compared to January Proposed Budget — totaling a \$31.5 billion deficit. Nevertheless, the governor continued to present a balanced budget — largely without program cuts — through spending delays, shifts to funding sources, pullbacks of unused expenditures, new revenue sources, borrowing and limited reserve withdrawal.

To meet the constitutionally obligated deadline to pass a balanced budget, on June 15, the State Senate and State Assembly both passed Senate Bill (SB) 101, a placeholder budget representing the Legislature's joint counterproposal to the May Revise. Once a final budget agreement deal was reached between the governor and legislative leaders, the governor signed into law the placeholder state budget (SB 101) on June 27 and the final, agreed-upon budget revisions (Assembly Bill [AB] 102) on July 10. In addition to the budget, the governor also signed the Managed Care Organization (MCO) Tax Trailer Bill (AB 119) on June 29 and the consolidated Health Trailer Bill (AB 118) on July 10, which contain the policy changes needed to implement health-related budget expenditures. Together, these bills represent the FY 2023–24 Enacted Budget.

Overview

As the second largest budget in California history, the FY 2023–24 Enacted Budget sits at \$310.8 billion, including nearly \$226 billion GF spending, which attempts to close the gap on a \$32 billion deficit while safeguarding \$37.8 billion in reserve funds. This represents a 4.4% decrease in GF spending compared to the FY 2022–23 Enacted Budget (\$234.4 billion GF). To achieve a balanced budget this FY, certain commitments will be delayed or added to the FY 2024–25 budget as a future investment.

The enacted budget estimates Medi-Cal spending of \$151.2 billion (\$37.6 billion GF), an 11.7% total increase (21.7% GF increase) from FY 2022–23, despite the fact that average Medi-Cal caseload in FY 2023–24 is expected to decrease by 7.2% to 14.2 million beneficiaries

as redeterminations resume following the end of the COVID-19 public health emergency (PHE). Total COVID-19-specific impacts on the Medi-Cal budget impacts are projected to decline overall, but GF costs are predicted to increase due to the phase-out of federal relief funding related to the PHE.

Managed Care Organization (MCO) Provider Tax

With renewed commitments to Medi-Cal spending, the enacted budget retroactively implements a new MCO Provider Tax, effective April 1, 2023, through December 31, 2026. Over the period of the tax, a total of \$19.4 billion in net benefits will be generated — with \$8.3 billion allocated for GF offsets to support a balanced budget and the remaining \$11.1 billion for historic new investments in the Medi-Cal program, including targeted increases to Medi-Cal rates, access and provider participation.

In facilitating the \$11.1 billion allocation, the new Medi-Cal Provider Payment Reserve Fund will support investments in Medi-Cal that maintain and expand programs by increasing quality of health care delivery and reducing barriers to care. These funds will preserve eligibility and benefit expansions in the Medi-Cal program, strengthen the program's participation, especially in underserved areas and in primary and preventive care, and maximize opportunities to draw additional federal matching funds to the Medi-Cal program. While a detailed plan for most investments will be submitted as part of the FY 2024–25 budget next year, specific limited investments beginning in FY 2023–24 can be found below:

Rate Increases in the Medi-Cal Program: No sooner than January 1, 2024, reimbursement rates for primary care services (including nurse practitioners and physician assistants), maternity care (including obstetric and doula services), and certain outpatient non-specialty mental health services will increase to at least 87.5% of Medicare rates. This is an adjustment to base rates that takes into account current Proposition 56 supplemental payments and the elimination of AB 97 rate reductions for these services. Estimated costs to increase provider rates are \$237.4 million (\$98.2 million Medi-Cal Provider Payment Reserve Fund) in FY 2023–24 and \$580.5 million (\$240.1 million Medi-Cal Provider Payment Reserve Fund) annually thereafter.

Distressed Hospital Loan Program: \$300 million is allocated to support not-for-profit and public hospitals facing closure or facilitating the reopening of a hospital. The Department of Health Care Access and Information (HCAI) and California Health Facilities

Financing Authority will provide one-time interest-free cashflow loans of up to \$150 million from the Medi-Cal Provider Payment Reserve Fund in FY 2023–24 and up to \$150 million from the GF in the previous FY 2022–23 to distressed hospitals in need.

Small and Rural Hospital Relief Program: \$52.2 million will support rural hospitals to meet compliance standards with the State's seismic mandate with \$50 million one-time from the Medi-Cal Provider Payment Reserve and \$2.2 million from the Small and Rural Hospital Relief Fund for assessment and construction.

Graduate Medical Education Program: In an effort to increase the number of primary and specialty care physicians in the state — based on demonstrated workforce needs and priorities — \$75 million will be expended for the University of California to expand graduate medical education programs and annually thereafter.

Behavioral Health

The state budget continues to address gaps through renewed commitments to modernize current programs in the mental health continuum. The enacted budget includes \$40 million (\$20 million Mental Health Services Fund; \$20 million federal funds) to continue reforming the behavioral health system. As part of the final budget agreement, DHCS will work to implement the governor's proposal to modernize the Mental Health Services Act as well as authorize a general obligation bond to fund the following:

- Unlocked community behavioral health residential settings
- Permanent supportive housing for people experiencing or at risk of homelessness who have behavioral health conditions
- Housing for veterans experiencing or at risk of homelessness who have behavioral health conditions

988 Suicide and Crisis Program: \$13.2 million in special funds and federal funds will support a five-year implementation plan for a comprehensive 988 system. Under the health trailer bill language, prior authorization will no longer be required for behavioral health crisis stabilization services and care but authorizes prior authorization for medically necessary mental health or substance use disorder services following stabilization from a behavioral health crisis provided through the 988 system. Additionally, a plan that provides behavioral health crisis services and is contacted by a 988 center or mobile crisis team must authorize post-stabilization care or arrange for prompt transfer of care to another provider within 30 minutes

of initial contact.

Children and Youth Behavioral Health Initiative (CYBHI) Fee Schedule Third Party Administrator (TPA):

As part of the CYBHI mandate, an established statewide all-payer fee schedule will reimburse school-linked behavioral health providers who deliver services to students at or near a school-site. \$10 million from the Mental Health Services Fund will be expended in support of the statewide infrastructure that will consolidate provider management operations to include credentialing, quality assurance, billing and claims.

CalHOPE: The CalHOPE program is a vital element of the statewide crisis support system. \$69.5 million total funding will assist in continuing operations, including media messaging to destigmatize stress and anxiety as well as CalHOPE web services, warm line and partnership opportunities with up to 30 community-based organizations and over 400 peer crisis counselors.

CalFresh

CalFresh — California’s implementation of the federal Supplemental Nutrition Assistance Program (SNAP) — sees \$35 million in funding for the California Nutrition Incentive Program, which helps members purchase healthy food from farmers’ markets. The Legislature also included a line item for \$16.8 million in one-time funding to extend the sunset dates for a CalFresh fruit and vegetable pilot EBT program Market Match. For every benefit dollar spent, participants receive an additional dollar to spend on fruits and vegetables at a market within set parameters. The deal also includes \$915,000 to trial monthly minimum CalFresh benefit increase from \$23 to \$50.

California Advancing and Innovating Medi-Cal (CalAIM)

Transitional Rent: DHCS successfully sought an amendment to the CalAIM Transitional Rent Waiver with a commitment of \$17.9 million (\$6.3 million GF) for an additional community support that may be offered by Medi-Cal MCPs. Under the DHCS budget, the new “Transitional Rent” community support would allow the provision of up to six months of rent or temporary housing to eligible individuals experiencing homelessness or at risk of homelessness and transitioning out of institutional levels of care, a correctional facility, or the foster care system.

Relatedly, the budget also includes an additional \$40 million GF for the Provider Access and Transforming Health (PATH) initiative to assist providers with

implementing community supports and enhanced care management (ECM) through CalAIM in clinics.

Justice Involved: CalAIM receives a commitment of \$9.9 million total funding (\$3.8 million GF) in FY 2023–24 for pre-release services, with an additional \$225 million estimated subsidy through the PATH program to support correctional agencies in collaborating with county social services department planning and implementation of pre-release Medi-Cal enrollment services.

Behavioral Health Community-Based Organized Networks of Equitable Care and Treatment (BH-CONNECT):

Formerly referred to as the California Behavioral Health Community-Based Continuum (CalBH-CBC) Demonstration, BH-CONNECT receives \$6.1 billion total (\$306.2 million GF; \$87.5 million Mental Health Services Fund; \$2.1 billion Medi-Cal County Behavioral Health Fund; \$3.6 billion federal funds) over a span of five years for DHCS and the California Department of Social Services (DSS) to implement this CalAIM program as soon as January 1, 2024. BH-CONNECT includes statewide and county opt-in components, including rent and temporary housing for up to six months for certain high-needs beneficiaries as well a behavioral health workforce initiative to expand provider capacity and services. DHCS will also seek federal approval of a Medicaid Section 1115 demonstration waiver to expand behavioral health services for Medi-Cal members living with serious mental illness and serious emotional disturbance.

As part of CalAIM Behavioral Health Payment Reform, the budget also provides \$250 million GF one-time to support the non-federal share of behavioral health-related services. These funds will help mitigate a significant cash flow concern for counties as they transition from cost-based reimbursement to a fee schedule.

Community Assistance, Recovery and Empowerment (CARE) Act

With a renewed pledge to serve California’s most severely impaired population who often struggle with homelessness or incarceration without treatment, the CARE Act receives funding of \$52.3 million GF in FY 2023–24, \$121 million GF in FY 2024–25 and \$151.5 million GF in FY 2025–26 to support ongoing county behavioral health department costs. The CARE Act facilitates delivery of mental health and substance use disorder services to individuals with schizophrenia spectrum or other psychotic disorders who lack medical decision-making competences. The program would connect a person in crisis with a court-ordered

care plan for up to 24 months as a diversion from homelessness, incarcerations, or conservatorship.

Medi-Cal Eligibility

Enrollment Navigators: In addition to the \$60 million appropriated in FY 2022–23, \$10 million from the GF will be invested into the Health Enrollment Navigators Project (AB 74) over four years. The project aims to promote outreach, enrollment and retention activities in vulnerable populations through partnerships with counties and community-based organizations. Target populations of priority include but are not limited to persons with mental health disorder needs, persons with disabilities, older adults, unhoused individuals, young people of color, immigrants and families of mixed immigration status.

Medi-Cal Expansion to Undocumented Individual: The enacted budget maintains \$1.4 billion (\$1.2 billion GF) in FY 2023–24 and \$3.4 billion (\$3.1 billion GF) at full operation, inclusive of In-Home Supportive Services (IHSS) costs, to expand full-scope Medi-Cal eligibility to all income-eligible adults ages 26–49, regardless of immigration status, on January 1, 2024.

Newborn Hospital Gateway: The Newborn Hospital Gateway system provides presumptive eligibility determinations through an electronic process for families to enroll a deemed eligible newborn into the Medi-Cal program from hospitals that elected to participate in the program. Effective July 1, 2024, all qualified Medi-Cal providers participating in presumptive eligibility programs must utilize the Newborn Hospital Gateway system via the Children’s Presumptive Eligibility Program portal to report a Medi-Cal-eligible newborn born in their facilities within 72 hours after birth or one business day after discharge.

Whole Child Model (WCM): As part of the budget, WCM will be extended to 15 additional counties no sooner than January 1, 2025. Currently implemented in 21 counties, WCM integrates children’s specialty care services provided in the California Children’s Services (CCS) program into Medi-Cal managed care plans (MCPs). WCM is already implemented in Orange County. The budget also requires a Medi-Cal MCP participating in WCM to ensure that a CCS-eligible child has a primary point of contact that will be responsible for the child’s care coordination and support the referral pathways in non-WCM counties.

Miscellaneous

The enacted budget includes several other adjustments and provisions that potentially impact CalOptima Health:

- **COVID-19 Response:** a one-time funding of \$126.6 million will continue ongoing efforts to protect the state’s public health against COVID-19 – including maintenance of reporting systems, lab management and CalCONNECT — for oversight case and outbreak investigation.
- **Hepatitis C Virus Equity:** \$10 million one-time GF spending, spanning over five years, to expand Hepatitis C Virus services — including outreach, linkage and testing — among high priority populations including young people who use drugs, indigenous communities and those experiencing homelessness.
- **Medi-Cal Rx Naloxone Access Initiative:** a one-time \$30 million Opioid Settlements Fund expenditure to support the creation or procurement of a lower cost generic version of naloxone nasal product.
- **Medi-Cal Rx Reproductive Health Costs:** a one-time \$2 million GF reappropriation and permissive use of funds for reproductive health care – including statutory changes to provide flexibility for the Medi-Cal Rx program to acquire various pharmaceutical drugs — Mifepristone or Misoprostol — to address urgent and emerging reproductive health needs.
- **Public Health Workforce:** upholds \$97.5 million GF over four years for various public health workforce training and development programs.
- **Reproductive Waiver:** \$200 million total funds to implement the Reproductive Health Services 1115 demonstration waiver that will support access to family planning and related services for Medi-Cal members as well as support sustainability and system transformation for California’s reproductive health safety net.

Next Steps

State agencies will begin implementing the policies included in the enacted budget. Staff will continue to monitor these policies and provide updates regarding issues that have a significant impact to CalOptima Health. In addition, the Legislature will continue to advance policy bills through the legislative process.

Bills with funding allocated in the enacted budget are more likely to be passed and signed into law. The Legislature has until September 14 to pass legislation, and Gov. Newsom has until October 14 to either sign or veto that legislation.

About CalOptima Health

CalOptima Health, a county organized health system (COHS), is the single plan providing guaranteed access to Medi-Cal for all eligible individuals in Orange County and is responsible for almost all medical acute services, including custodial long-term care. CalOptima Health is governed by a locally appointed Board of Directors, which represents the diverse interests that impact Medi-Cal.

If you have any questions, please contact GA@caloptima.org.



CalOptima Health Community Outreach Summary — February and March 2024

Background

CalOptima Health is committed to serving the community by sharing information with current and potential members and strengthening relationships with community partners. To this end, our team attends community coalitions, collaborative meetings and advisory groups as well as supports our community partners' public activities. Participation includes providing Medi-Cal educational materials and, if criteria are met, financial support and/or CalOptima Health-branded items.

CalOptima Health's participation in public activities promotes:

- Member interaction/enrollment in a CalOptima Health program
- Community awareness of CalOptima Health
- Partnerships that increase positive visibility and relationships with community organizations

Community Outreach Highlight

Recognizing the importance of community awareness around the resumption of Medi-Cal renewals and the launch of the Adult Medi-Cal Expansion, CalOptima Health is committed to educating and assisting community members with keeping or enrolling in Medi-Cal. We've collaborated with the County of Orange Social Services Agency (SSA) and community partners to lead several Medi-Cal renewal and enrollment community events across Orange County. While the events focused on Medi-Cal renewals, applications and CalFresh, we also partnered with community organizations to include a resource fair component. Our partners not only shared valuable information about their programs but also provided onsite services, including health screenings as well as food and diaper distributions. In addition, families enjoyed fun activities, such as face painting, magician performances and balloon artists. In total, CalOptima Health has hosted 11 Medi-Cal renewal and enrollment events, serving nearly 17,168 members and community members.

Summary of Public Activities

As of February 15, CalOptima Health plans to participate in, organize or convene 76 public activities in February and March. In February, there were 37 public activities, including 18 virtual community/collaborative meetings, three community-based presentations, 14 community events, one Health Network Forum and one Cafecito meeting. In March, there will be 39 public activities, including 17 virtual community/collaborative meetings, eight community-based presentations, 13 community events and one Health Network Forum. A summary of the agency's participation in community events throughout Orange County is attached.

Endorsements

CalOptima Health provided one endorsement since the last reporting period (e.g., letters of support, program/public activity events with support or use of name/logo). Endorsement requests must meet the requirements of CalOptima Health's Policy AA.1214: Guidelines for Endorsements by CalOptima Health, for Letters of Support and Use of CalOptima Health's Name and Logo. More information about policy requirements can be found at:

<https://www.caloptima.org/en/About/CommunityRelations/CommunityOutreach.aspx>.

1. Letter of support for Coast Community College District's application for the Building Regional Community Health Worker Pathways funding opportunity.

For additional information or questions, contact CalOptima Health Community Relations Director Tiffany Kaaiakamanu at 714-222-0637 or tkaaiakamanu@caloptima.org.

Community events hosted by CalOptima Health and community partners in February and March 2024:

February 2024



February 1, 7:40–8:40 a.m., CalOptima Health Medi-Cal Overview in Spanish

James Madison Elementary, virtual

- At least one staff member presented.
- Community-based organization presentation, open to members/community.



February 3, 9 a.m.–4 p.m., 43rd Orange County Black History Parade and Unity Festival, hosted by the Orange County Heritage Council

Downtown Anaheim, 205 W. Center St., Anaheim

- Registration fee: \$175 included resource table at event.
- At least one staff member attended (in person).
- Health/resource fair, open to the public.



February 6, 9 a.m.–1 p.m., Spring 2024 Involvement Fair, hosted by Saddleback College

Saddleback College, 28000 Marguerite Pkwy., Mission Viejo

- At least one staff member attended (in person).
- Health/resource fair, open to the public.



February 6, 9–11 a.m., Lunar New Year Tet Event, hosted by Huntington Beach Adult School

Main Campus, 17231 Gothard St., Huntington Beach

- Sponsorship fee: \$1,000; included a resource table at the event and logo on the event flyer.
- At least one staff member attended (in person).
- Health/resource fair, open to the public.



February 7, 1–2:30 p.m., CalOptima Health Medi-Cal Overview in English

Orange Unified School District, 1401 N. Handy St., Orange

- At least one staff member presented (in person).
- Community-based organization presentation, open to members/community.



February 9–11, 10 a.m.–10 p.m., Tet Festival, hosted by Union of Vietnamese Student Associations of Southern California (UVSA)

OC Fair and Event Center, 88 Fair Dr., Costa Mesa

- Sponsorship fee: \$12,000; included resource table at event, logo and link on event website for one-year, social media post, 40 admission tickets, four three-day admission and parking badges, three banner displays, graphic ad on main stage, and half-page ad in the event program.
- At least twenty staff members attended (in person).
- Health/resource fair, open to the public.



CalOptima Health-hosted



Exhibitor/Attendee



CalFresh Outreach (e.g., colleges, food banks)



Community Presentation



February 10, 9 a.m.–2:30 p.m., Love Shouldn't Hurt, hosted by Human Options

Early College High School, 2990 Mesa Verde Dr. E, Costa Mesa

- Sponsorship fee: \$2,000; included resource table at event.
- At least one staff member attended (in person).
- Health/resource fair, open to the public.



February 13, 4–5:30 p.m., Anaheim Mobile FRC, hosted by the Anaheim Neighborhood and Human Services

Anna Dr., 626 N. Anna Dr., Anaheim

- At least one staff member attended (in person).
- Health/resource fair, open to the public.



February 16, 2:30–6:30 p.m., We Care Wellness and Education Fair, hosted by Santa Ana Unified School District (SAUSD)

Saddleback High School, 2802 S. Flower St., Santa Ana

- At least one staff member attended (in person).
- Health/resource fair, open to the public.



February 21, 11 a.m.–Noon, CalOptima Health Medi-Cal Overview in English

Nicholas Academic Center, 324 W. 4th St., Santa Ana

- At least one staff member presented (in person).
- Community-based organization presentation, open to members/community.



February 22, 4–5:30 p.m., Anaheim Mobile FRC, hosted by the Anaheim Neighborhood and Human Services

Mayfair/Lodge, Anaheim

- At least one staff member attended (in person).
- Health/resource fair, open to the public.



February 22, 7 a.m.–5:30 p.m., 2024 Health Care Forecast Conference, hosted by UCI Paul Merage School of Business

The Beckman Center, 100 Academy Wy., Irvine

- Sponsorship fee: \$5,000; included resource table at event; logo on social media posts, marketing materials, conference app and website; three complimentary registrations; and webinar.
- At least four staff members attended in person and three staff attended virtually.
- Health/resource fair, open to the public.



February 23, 4–8 p.m., Medi-Cal Expansion Event, hosted by the Office of OC Supervisor Vicente Sarmiento

Delhi Center, 505 E. Central Ave., Santa Ana

- At least one staff member attended (in person).
- Health/resource fair, open to the public.



CalOptima Health-hosted



Exhibitor/Attendee



CalFresh Outreach (e.g., colleges, food banks)



Community Presentation



February 24, 10 a.m.–3 p.m., Veterans Stand Down, hosted by the Orange Coast District Elks

Garden Grove Elks Lodge, 11551 Trask Ave., Garden Grove

- At least one staff member attended (in person).
- Health/resource fair, open to the public.



February 27, 4–5:30 p.m., Anaheim Mobile FRC, hosted by the Anaheim Neighborhood and Human Services

Baxter/Romneya, Anaheim

- At least one staff member attended (in person).
- Health/resource fair, open to the public.



February 27, 9–10:30 a.m., Cafecito Meeting, hosted by CalOptima Health

Virtual

- At least eight staff members attended (virtually).
- Steering committee meeting, open to collaborative members.



February 27, 11 a.m.– 2 p.m., Mental Health Resource Fair, hosted by Partners4Wellness

University of California, Irvine, 311 W. Peltason Dr., Irvine

- At least one staff member attended (in person).
- Health/resource fair, open to the public.



February 29, 4–5:30 p.m., Anaheim Mobile FRC, hosted by Anaheim Neighborhood and Human Services

Guinada Ln., Anaheim

- At least one staff member attended (in person).
- Health/resource fair, open to the public

March 2024



March 2, Noon–5 p.m., Cruising for Higher Education, hosted by Project Rise

Santa Ana College, 1530 W. 17th St., Santa Ana

- At least one staff member attended (in person).
- Health/resource fair, open to the public.



March 2, 9 a.m.–1 p.m., Community Resource Fair (Medi-Cal Expansion, Renewal, CalFresh), hosted by CalOptima Health

Grijalva Park, 368 N. Prospect St., Orange

- At least twenty staff members attended (in person).
- Health/resource fair, open to the public.



CalOptima Health-hosted



Exhibitor/Attendee



CalFresh Outreach (e.g., colleges, food banks)



Community Presentation



March 6, 2:30– 3:30 p.m., CalOptima Health Medi-Cal Overview in English

Latino Health Access, Virtual

- At least one staff member presented.
- Community-based organization presentation, open to members/community.



March 6, 8:30–10 a.m., CalOptima Health Medi-Cal Overview in English

Stoddard Elementary School, 1841 Ninth St., Anaheim

- At least one staff member presented (in person).
- Community-based organization presentation, open to members/community.



March 7, 4–5:30 p.m., Anaheim Mobile FRC, hosted by the Anaheim Neighborhood and Human Services

Lido Lane, Anaheim

- At least one staff member to attend (in person).
- Health/resource fair, open to the public.



March 8, 8:30–9:30 a.m., CalOptima Health Medi-Cal Overview in Spanish

Monroe Elementary School, 417 E. Central Ave., Santa Ana

- At least one staff member to present (in person).
- Community-based organization presentation, open to members/community.



March 8, 8:30–9:30 a.m., CalOptima Health Medi-Cal Overview in English

W.R. Nelson Elementary School, 14392 Browning Ave., Tustin

- At least one staff member to present (in person).
- Community-based organization presentation, open to members/community.



March 9, 8 a.m.–Noon., Fishing Derby, hosted by the Office of OC Supervisor Doug Chaffee

Tri-City Regional Park, 2301 N Kraemer Blvd, Placentia

- At least one staff member to attend (in person).
- Health/resource fair, open to the public.



March 12, 4–6:30 p.m., Anaheim Mobile FRC, hosted by the Anaheim Neighborhood and Human Services

Balsam/Curtis, 1530 W. 17th St., Anaheim

- At least one staff member to attend (in person).
- Health/resource fair, open to the public.



March 12, 5–6 p.m., CalOptima Health Medi-Cal Overview in English

Troy High School, 2200 Dorothy Ln., Fullerton

- At least one staff member to present (in person).
- Community-based organization presentation, open to members/community.



CalOptima Health-hosted

Exhibitor/Attendee



CalFresh Outreach (e.g., colleges, food banks)



Community Presentation



March 13, 9–10 a.m., CalOptima Health Medi-Cal Overview in Spanish

La Vista/La Sierra High School, 951 N. State College Blvd., Fullerton

- At least one staff member to present (in person).
- Community-based organization presentation, open to members/community.



March 14, 4:30–6 p.m., Anaheim Mobile FRC, hosted by the Anaheim Neighborhood and Human Services

Provential/Bellevue, Anaheim

- At least one staff member to attend (in person).
- Health/resource fair, open to the public.



March 14, 5–8 p.m., Cooking Up Change, hosted by Northgate Market

Northgate Market, 1201 N. Magnolia Ave., Anaheim

- Sponsorship fee: \$5,000; includes resource table at event, logo on all event materials, recognition in event program and signage, advertisement in program booklet and six complimentary tickets.
- At least one staff member to attend (in person).
- Health/resource fair, open to the public.



March 16, 9 a.m. –1 p.m., Korean Resource Fair, hosted by the Korean Community Services

Buena Park Community Center, 6688 Beach Blvd., Buena Park

- Sponsorship fee: \$4,000; includes three resource tables and speaking opportunity for leadership.
- At least one staff member to attend (in person).
- Health/resource fair, open to the public.



March 20, 8 a.m. –3:15 p.m., Hoag Spirituality of Compassion Conference, hosted by Hoag

Fullerton Free Church, 2801 N. Brea Blvd., Fullerton

- Sponsorship fee: \$1,000; includes resource table at event and recognition on social media.
- At least one staff member to attend (in person).
- Health/resource fair, open to the public.



March 21, 5–7:30 p.m., Resource Evening Fair, hosted by Phoenix Arise

St. Boniface, 120 N. Janss St., Anaheim

- At least one staff member to attend (in person).
- Health/resource fair, open to the public.



March 26, 4:30–6 p.m., Anaheim Mobile FRC, hosted by the Anaheim Neighborhood and Human Services

Almont/Belhaven, Anaheim

- At least one staff member to attend (in person).
- Health/resource fair, open to the public.



CalOptima Health-hosted



Exhibitor/Attendee



CalFresh Outreach (e.g., colleges, food banks)



Community Presentation



March 27, 10–11:30 a.m., CalOptima Health Medi-Cal Overview in English

Laura's House, Virtual

- At least one staff member to present.
- Community-based organization presentation, open to members/community.



March 27, 6–8 p.m., CalOptima Health Medi-Cal Overview in English

Regional Center of Orange County, Virtual

- At least one staff member to present.
- Community-based organization presentation, open to members/community.



March 28, 4:30–6 p.m., Anaheim Mobile FRC, hosted by the Anaheim Neighborhood and Human Services

Clifton/Philadelphia, Anaheim

- At least one staff member to attend (in person).
- Health/resource fair, open to the public.



March 30, 9:30 a.m.–Noon, Spring Carnival, hosted by the City of Los Alamitos

Little Cottonwood Park, 4000 Farquhar Ave., Los Alamitos

- Sponsorship fee: \$5,000; includes resource table at event as well as logo on social media posts, marketing materials, website, event sponsor banner, stage script recognition and a street banner.
- At least one staff member to attend (in person).
- Health/resource fair, open to the public.

These sponsorship request(s) and community event(s) met the requirements of CalOptima Health Policy AA.1223: Participation in Community Events Involving External Entities. More information about policy requirements can be found at:

<https://www.caloptima.org/en/About/CommunityRelations/CommunityOutreach.aspx>



CalOptima Health-hosted



Exhibitor/Attendee



CalFresh Outreach (e.g., colleges, food banks)



Community Presentation

CALOPTIMA HEALTH BOARD ACTION AGENDA REFERRAL

Action To Be Taken March 7, 2024

Regular Meeting of the CalOptima Health Board of Directors

Report Item

10. Adopt Resolution No. 24-0307-02 Approving and Adopting Updated CalOptima Health Human Resources Policies

Contacts

Michael Hunn, Chief Executive Officer, (657) 900-1481

Recommended Actions

1. Receive presentation from independent consultant AJ Gallagher on employee compensation benchmarking and analysis; and
2. Adopt Resolution No. 24-0307-02 Approving Updated CalOptima Health policies:
 - a. GA.8058: Salary Schedule and Attachment A – CalOptima Health Annual Base Salary Schedule implemented on March 10, 2024; and
 - b. GA.8012: Conflict of Interest and Attachments A – C.

Background

Near CalOptima Health's inception, the Board of Directors delegated authority to the CEO to develop and implement employee policies and procedures and to amend them as appropriate from time to time, subject to bi-annual updates to the Board. CalOptima Health's Bylaws require that the Board adopt by resolution, and from time to time amend, procedures, practices, and policies for, among other things, hiring employees and managing personnel. Additionally, pursuant to the California Code of Regulations, Title 2, Section 570.5, CalOptima Health is required to adopt a publicly available pay schedule that meets the requirements set forth by the California Public Employees' Retirement System (CalPERS) to reflect recent changes, including the addition or deletion of positions and revisions to wage grades for certain positions.

As part the periodic review process, independent compensation consultant AJ Gallagher was engaged in 2023 to perform a comprehensive market study of CalOptima Health's compensation practices. The last time a similar study was conducted was in 2018 by Grant Thornton. AJ Gallagher completed its study and found that CalOptima Health's Salary Schedule, outlining the compensation structure, needed to be updated and redesigned based on changes in the labor market to maintain competitiveness to attract, recruit, and retain talent.

Discussion

Staff includes the list of policies and a summary of changes for the updated policies.

GA.8058: Salary Schedule and Attachment A: This policy presents the restructured CalOptima Health salary schedule. In the new structure, all job titles were regraded, pay grade ranges were narrowed and updated, and the total number of pay grades increased from 26 to 35. Job titles were remapped to the new pay grades based on market benchmarks and internal equity. One (1) executive level job title (Chief Strategy Officer) was removed, and one (1) new executive level job title (Chief Administrative Officer) was added. Additionally, two (2) staff positions were removed to meet organizational staffing needs.

CalOptima Health Board Action Agenda Referral
 Adopt Resolution No. 24-0307-02 Approving and Adopting
 Updated CalOptima Health Human Resources Policies
 Page 2

Finally, two (2) staff positions were renamed from Security Analyst to Cybersecurity Analyst to clarify the business field.

Policy Section	Proposed Change	Rationale	Impact
Attachment A, throughout	Redesign salary schedule structure by adding 9 pay grades, from 26 pay grades (A through Z) to 35 pay grades (301 through 335). Narrow width of pay grades throughout. Update pay grade minimums, midpoints, and maximums.	To maintain competitiveness and respond to the changing labor market as an effort to attract, recruit, and retain talent.	Allows CalOptima Health to maintain its competitiveness in recruiting employees.
Attachment A, throughout	All job titles mapped to new pay grades.	To maintain competitiveness with the changing labor market to attract, recruit, and retain talent.	Allows CalOptima Health to maintain its competitiveness in recruiting employees.
Attachment A	Remove Chief Strategy Officer, Associate Director III, and Associate Director IV.	Removes job titles no longer being utilized.	Provides clarity on existing organization roles.
Attachment A	Add Chief Administrative Officer.	Adds title to align job duties with agency operational needs.	Provides clarity for roles and operational needs.
Attachment A	Rename Security Analyst Int. and Security Analyst Sr. titles to Cybersecurity Analyst Int. and Cybersecurity Analyst Sr. titles.	Clarifies title to align with business area.	Provides clarity on existing organization roles.

GA.8012: Conflicts of Interest: This policy establishes guidelines and standards for CalOptima Health employees to avoid conflicts of interest and incompatible outside activities. The changes are intended to align the policy with the active job classifications in GA.8058: Salary Schedule.

Policy Section	Proposed Change	Rationale	Impact
Attachment A	Addition and removal of positions on the Conflicts of Interest Code Exhibit A.	Updates the list of positions to align with current positions as updated in Policy GA.8058.	Creates consistency with Policy GA.8058 for Statement of Economic Interest Form 700 reporting.

CalOptima Health Board Action Agenda Referral
Adopt Resolution No. 24-0307-02 Approving and Adopting
Updated CalOptima Health Human Resources Policies
Page 3

Fiscal Impact

Staff anticipates unspent budgeted funds for salaries and benefits approved in the CalOptima Health Fiscal Year (FY) 2023-24 Operating Budget will be sufficient to fund \$140,000 in the current fiscal year to move affected employees to the minimum pay rate of the new salary range pursuant to GA.8058: Salary Schedule. Management will include updated salaries and benefits expenses utilizing the new salary schedule in future operating budgets.

The recommended action to revise GA.8012 is operational in nature and has no additional fiscal impact beyond what was included in the CalOptima Health FY 2023-24 Operating Budget.

Concurrence

James Novello, Outside General Counsel, Kennaday Leavitt

Attachments

1. AJ Gallager presentation
2. Resolution No. 24-0307-02, Approve Updated Human Resources Policies
3. Revised CalOptima Health Policy GA. 8058: Salary Schedule and Attachment A
4. Revised CalOptima Health Policy GA.8012: Conflicts of Interest and Attachments A-C

/s/ Michael Hunn
Authorized Signature

03/01/2024
Date

LEADERSHIP & STAFF COMPENSATION REVIEW

Executive Summary

CalOptima Health Orange, California

Georg Krammer, Managing Director

Sal DiFonzo, Managing Director

Martina Young, Principal Consultant

Alex Birkholz, Consultant

Melissa McCord, Consultant

Brady Coleman, Associate Consultant

February 20, 2024



Gallagher

Insurance | Risk Management | Consulting



Engagement & Methodology

Gallagher completed the following steps for this study with CalOptima Health (CalOptima)

Collected and reviewed background information, including

- Organization chart and job descriptions
- Financial and demographic data
- Current compensation information (pay rates, pay ranges)

Matched CalOptima positions to established benchmark positions using information provided by CalOptima on the basis of job responsibilities and job scope

Prepared market charts summarizing the compensation data for leadership positions

Compared CalOptima pay levels and pay ranges to market levels using multiple sources

Gallagher, Mercer, TW, Warren (includes health plans such as Alameda and CHG), etc.

Created three (3) salary structures for consideration with CalOptima positions slotted into it based on the market P50 data

Current structure

Option 1 (Funnel) – Regression influenced new structure starts at \$23.00 HC minimum wage

Gallagher used CalOptima's current range placement formula for placing employees within the grade

Option 2 – Current structure 3% without grades A. Grade B starts at \$23.00 HC minimum wage

Prepared this report to facilitate discussion of CalOptima compensation and to document our methodology, analysis, findings, and recommendations

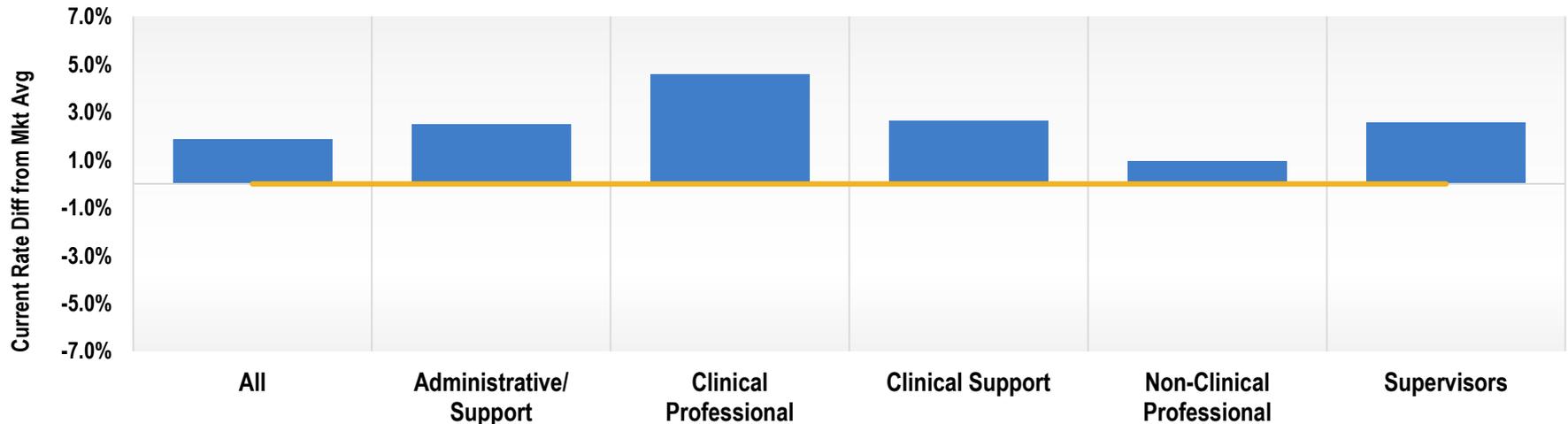




CalOptima Salaries vs. Market Average

This review covered 281 staff positions – comparisons of current base salary to market P25, P50, and P75 are provided by job family below

- CalOptima salaries are positioned roughly 2% above market average

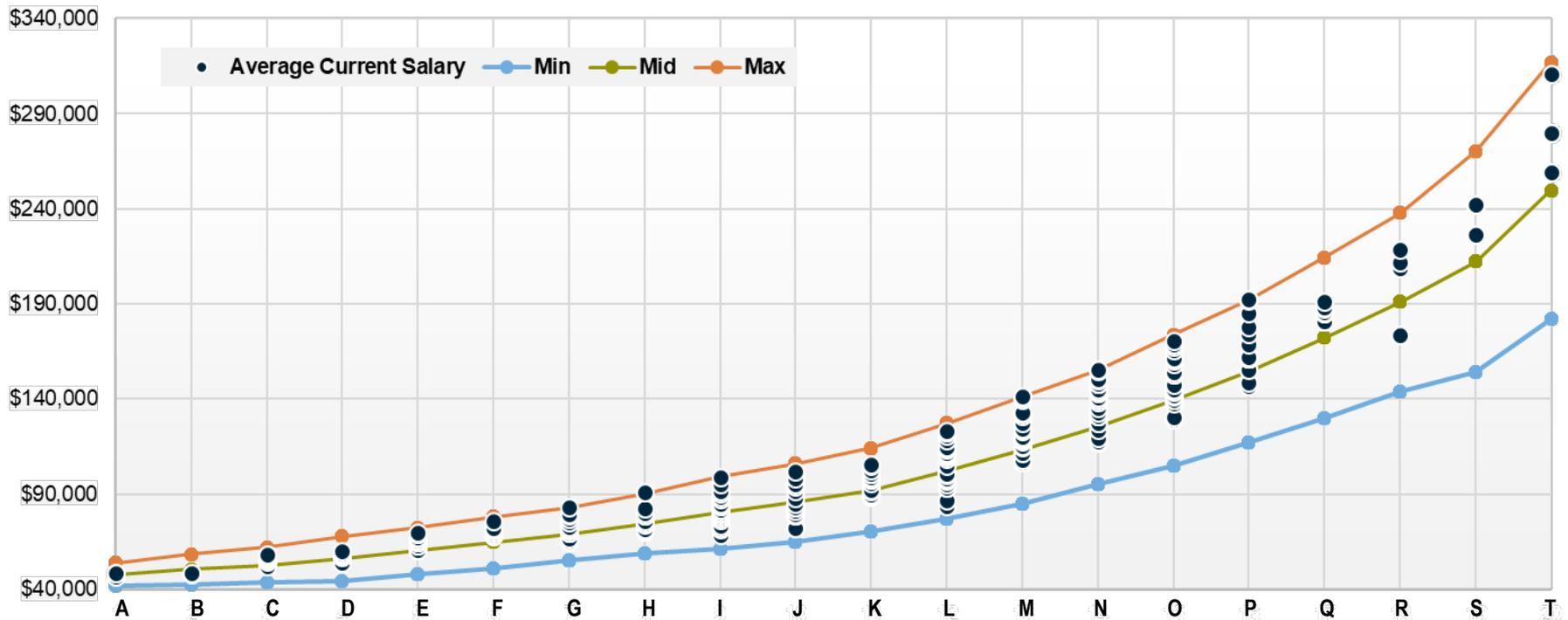


- On average, employees within most families are paid within 3% of market average
 - ≈ Employees in the Clinical Professional family are paid furthest above market, on average
- Average rates can be influenced significantly by employee demographics such as experience and tenure, and may not always reflect disparity with market



CalOptima's Current Range Placement in Structure

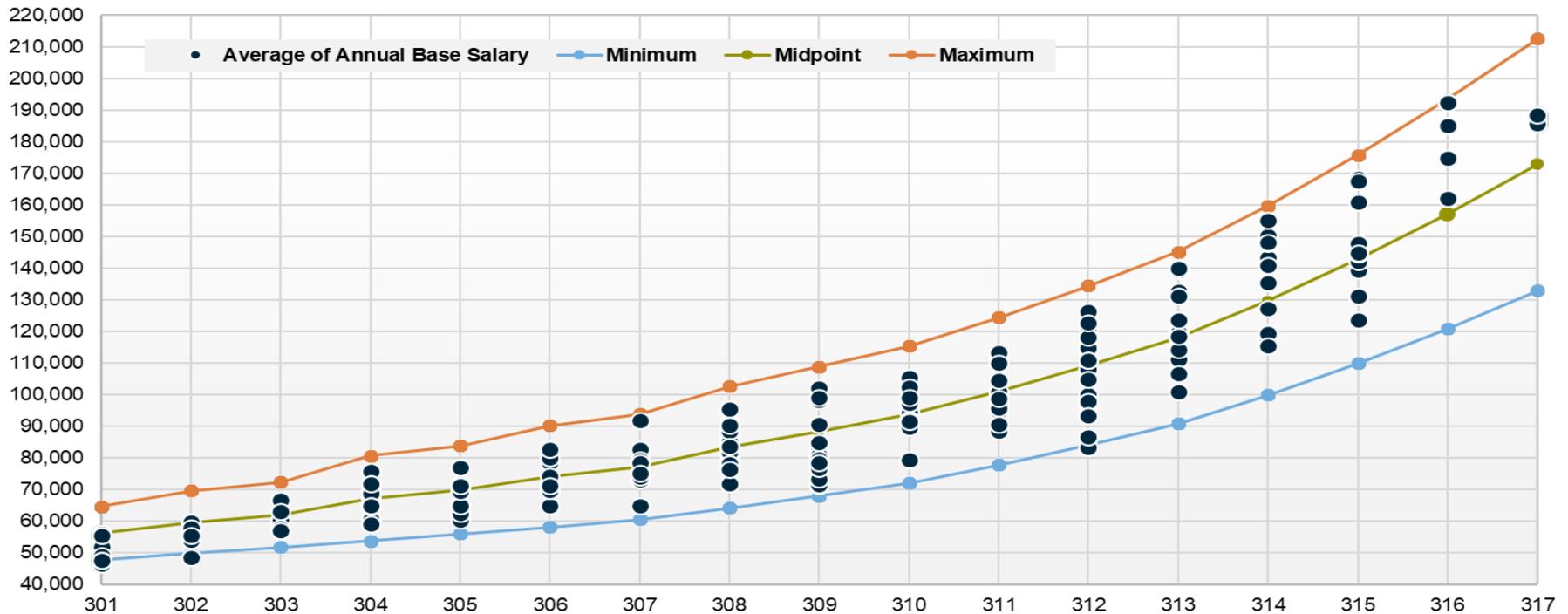
CALOPTIMA CURRENT STRUCTURE



- * Average wage by job is shown
- ** Excludes Executives
- *** 2 jobs have average rates of pay over maximum

Jobs Placed in the New Structure Using Current Salary

JOBS SLOTTED INTO THE RECOMMENDED STRUCTURE USING Current Rate



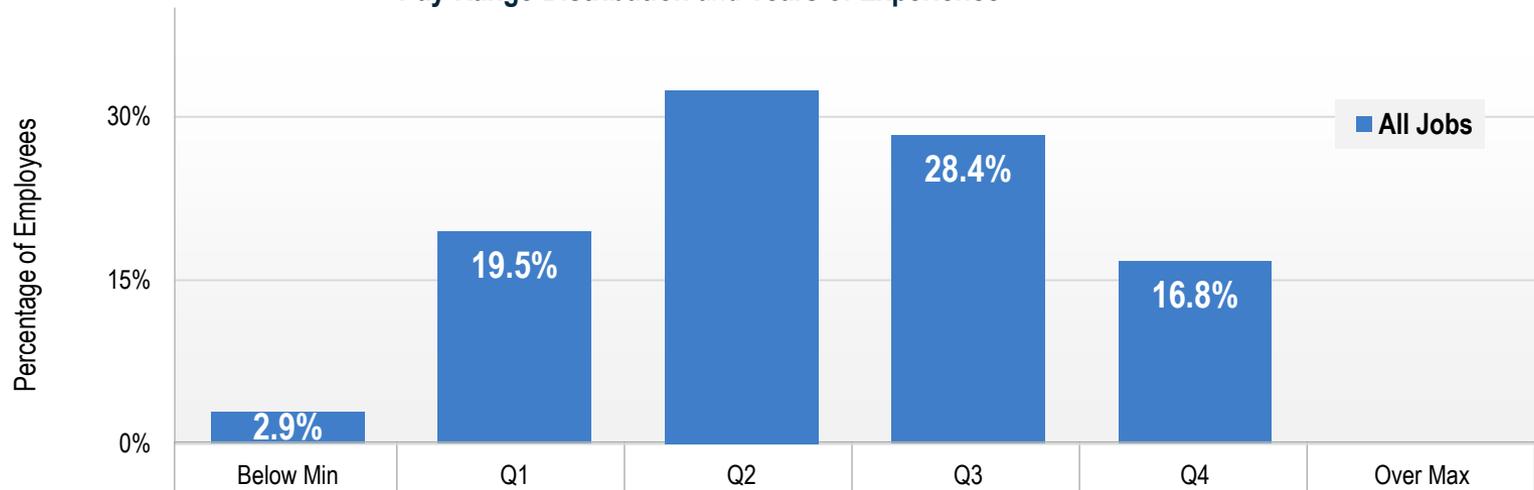
* Excludes executives



CalOptima New Pay Range Distribution

CalOptima's new pay range distribution resembles more of a bell curve with more employees in Q1, Q2, and Q3 rather than the majority being in Q4

Pay Range Distribution *and* Years of Experience



	Below Min	Q1	Q2	Q3	Q4	Over Max
All Jobs*	2.92	19.5	32.4	28.3	16.7	.07
Average Years of Experience	1.38	1.43	2.2	2.85	3.2	1
Employee Count	40	267	445	389	230	1

* Excludes Executives



Recommendations

- **Merit Budget**
 - Gallagher recommends a 4.0% merit budget and no COLA for 2024
- **Market Positioning**
 - Continue to target the market median for base pay and pay range midpoint for experienced and proficient employees
- **Salary Structure**
 - Adopt Option 1 (funnel) salary structure with modified ranges, and bring jobs to the new range minimums
- **Salary Administration**
 - Continue to use the placement methodology in the new structure based on relevant years in the role
 - In future years, age the structure in line with market projections (Gallagher will provide)
 - Conduct a full study every three years

QUESTIONS

Consulting and insurance brokerage services to be provided by Gallagher Benefit Services, Inc. and/or its affiliate Gallagher Benefit Services (Canada) Group Inc. Gallagher Benefit Services, Inc. is a licensed insurance agency that does business in California as "Gallagher Benefit Services of California Insurance Services" and in Massachusetts as "Gallagher Benefit Insurance Services. Neither Arthur J. Gallagher & Co., nor its affiliates provide accounting, legal or tax advice.



Gallagher

Insurance | Risk Management | Consulting

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Appendix

Relevant Peers Included in the Warren Survey

- Alameda Alliance
- Americas Health Plan
- Aspire Health Plan
- Care 1st
- CCPOA
- Community Health Group
- Health Net
- Inland Empire Health Plan
- Kaiser Permanente
- Managed Alternative Care
- Mercy Care Plan (LA)
- Molina Health Care
- Montage Helath
- Sharp Health Care
- Uniprise

RESOLUTION NO. 24-0307-02

**RESOLUTION OF THE BOARD OF DIRECTORS
ORANGE COUNTY HEALTH AUTHORITY
d.b.a. CalOptima Health**

APPROVE UPDATED CALOPTIMA HEALTH POLICY

WHEREAS, Section 13.1 of the CalOptima Health Bylaws provides that the Board of Directors shall adopt by resolution, and may from time to time amend, procedures, practices and policies for, inter alia, hiring employees, and managing personnel;

WHEREAS, in 1994, the Board of Directors designated the Chief Executive Officer as the Appointing Authority with full power to hire and terminate CalOptima Health employees at will, to set compensation within the boundaries of the budget limits set by the Board of Directors, to promulgate employee policies and procedures, and to amend said policies and procedures from time to time, subject to annual review by the Board of Directors, or a committee appointed by the Board of Directors for that purpose; and

WHEREAS, California Code of Regulations, Title 2, Section 570.5, requires CalOptima Health to adopt a publicly available pay schedule that identifies the position title and pay rate for every employee position, and CalOptima Health regularly reviews CalOptima Health's salary schedule accordingly.

NOW, THEREFORE, BE IT RESOLVED:

Section 1. That the Board of Directors hereby approves and adopts the attached updated CalOptima Health policies:

- GA.8058: Salary Schedule and Attachment A – CalOptima Health Annual Base Salary Schedule implemented on March 10, 2024.
- GA.8012: Conflict of Interest and Attachments A – C.

APPROVED AND ADOPTED by the Board of Directors of the Orange County Health Authority, d.b.a., CalOptima Health this 7th day of March 2024.

AYES:
NOES:
ABSENT:
ABSTAIN:

/s/ _____
Title: Chair, Board of Directors

Printed Name and Title: Clayton Corwin, Chair, CalOptima Health Board of Directors

Attest:

/s/ _____
Sharon Dwiers, Clerk of the Board



Policy: GA.8058
Title: **Salary Schedule**
Department: Human Resources
Section: Not Applicable

CEO Approval: /s/

Effective Date: 05/01/2014

Revised Date: 03/07/2024

Applicable to: Medi-Cal
 OneCare
 PACE
 Administrative

1 **I. PURPOSE**

- 2
- 3 A. This policy maintains a CalOptima Health Salary Schedule that lists all active job classifications
- 4 including job title, salary grade, and salary ranges (minimum, midpoint, and maximum pay rate
- 5 amounts).
- 6
- 7 B. This policy ensures the salary schedule is publicly available pursuant to the requirements of Title 2,
- 8 California Code of Regulations (CCR) §570.5 so that employees who are members of the California
- 9 Public Employees Retirement System (CalPERS) have their compensation considered qualified for
- 10 pension calculation under CalPERS regulations.

11
12 **II. POLICY**

- 13
- 14 A. Pursuant to the requirements under Title 2, California Code of Regulations (CCR) §570.5,
- 15 CalOptima Health has established the attached salary schedule for each CalOptima Health job
- 16 position. In order for CalPERS member's pay rates to be credited by CalPERS, the Human
- 17 Resources Department (HR) shall maintain a salary schedule that meets the following eight (8)
- 18 separate criteria:
- 19
- 20 1. Approval and adoption by the governing body in accordance with requirements applicable to
- 21 public meetings laws;
- 22
- 23 2. Identification of position titles for every employee position;
- 24
- 25 3. Listing of pay rate for each identified position, which may be stated as a single amount or as
- 26 multiple amounts with a range;
- 27
- 28 4. Specifies the time base, including, but not limited to, whether the time base is hourly, daily,
- 29 bi-weekly, monthly, bi-monthly, or annually;
- 30
- 31 5. Posted at the employer's office or immediately accessible and available for public review
- 32 from the employer during normal business hours or posted on the employer's internet
- 33 website;
- 34
- 35 6. Indicates the effective date and date of any revisions;
- 36

1 7. Retained by the employer and available for public inspection for not less than five (5) years;
2 and

3
4 8. Does not reference another document in lieu of disclosing the pay rate.

5
6 B. The Chief Executive Officer (CEO) is authorized and directed to take all steps necessary and proper
7 to implement the salary schedule for all other employees not inconsistent therewith.
8

9 **III. PROCEDURE**

10 A. The Human Resources Department (HR) will ensure that the salary schedule meets the requirements
11 above and is available at CalOptima Health's offices, immediately accessible for public review
12 during normal business hours and posted on CalOptima Health's internal and external websites.
13

14 B. HR shall retain the salary schedule for not less than five (5) years.

15 C. HR shall review the salary schedule and provide recommendations to maintain the competitiveness
16 of the salary schedule to market pay levels.
17

18 D. Any adjustments to the salary schedule will require the Chief Human Resources Officer (CHRO) to
19 make a recommendation to the CEO for approval, with the CEO taking the recommendation to the
20 CalOptima Health Board of Directors for final approval. No changes to the salary schedule, or CEO
21 compensation, shall be effective unless and until approved by the CalOptima Health Board of
22 Directors.
23
24

25
26 **IV. ATTACHMENT(S)**

27 A. CalOptima Health- Annual Base Salary Schedule (Revised: 05/04/202303/07/2024)
28

29
30 **V. REFERENCE(S)**

31 A. Title 2, California Code of Regulations, §570.5
32

33
34 **VI. REGULATORY AGENCY APPROVAL(S)**

35 None to Date
36

37
38 **VII. BOARD ACTION(S)**
39

Date	Meeting
05/01/2014	Regular Meeting of the CalOptima Board of Directors
08/07/2014	Regular Meeting of the CalOptima Board of Directors
11/06/2014	Regular Meeting of the CalOptima Board of Directors
12/04/2014	Regular Meeting of the CalOptima Board of Directors
03/05/2015	Regular Meeting of the CalOptima Board of Directors
06/04/2015	Regular Meeting of the CalOptima Board of Directors
10/01/2015	Regular Meeting of the CalOptima Board of Directors
12/03/2015	Regular Meeting of the CalOptima Board of Directors
03/03/2016	Regular Meeting of the CalOptima Board of Directors
06/02/2016	Regular Meeting of the CalOptima Board of Directors
08/04/2016	Regular Meeting of the CalOptima Board of Directors

Date	Meeting
09/01/2016	Regular Meeting of the CalOptima Board of Directors
10/06/2016	Regular Meeting of the CalOptima Board of Directors
11/03/2016	Regular Meeting of the CalOptima Board of Directors
12/01/2016	Regular Meeting of the CalOptima Board of Directors
03/02/2017	Regular Meeting of the CalOptima Board of Directors
05/04/2017	Regular Meeting of the CalOptima Board of Directors
06/01/2017	Regular Meeting of the CalOptima Board of Directors
08/03/2017	Regular Meeting of the CalOptima Board of Directors
09/07/2017	Regular Meeting of the CalOptima Board of Directors
11/02/2017	Regular Meeting of the CalOptima Board of Directors
02/01/2018	Regular Meeting of the CalOptima Board of Directors
09/06/2018	Regular Meeting of the CalOptima Board of Directors
10/04/2018	Regular Meeting of the CalOptima Board of Directors
02/07/2019	Regular Meeting of the CalOptima Board of Directors
08/01/2019	Regular Meeting of the CalOptima Board of Directors
09/03/2020	Regular Meeting of the CalOptima Board of Directors
03/04/2021	Regular Meeting of the CalOptima Board of Directors
08/05/2021	Regular Meeting of the CalOptima Board of Directors
09/02/2021	Regular Meeting of the CalOptima Board of Directors
03/03/2022	Regular Meeting of the CalOptima Board of Directors
06/02/2022	Regular Meeting of the CalOptima Board of Directors
12/01/2022	Regular Meeting of the CalOptima Health Board of Directors
05/04/2023	Regular Meeting of the CalOptima Health Board of Directors
<u>03/07/2024</u>	<u>Regular Meeting of the CalOptima Health Board of Directors</u>

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2
3

VIII. REVISION HISTORY

Action	Date	Policy	Policy Title	Program(s)
Effective	05/01/2014	GA.8057	Compensation Program and Salary	Administrative
Revised	08/07/2014	GA.8057	Compensation Program and Salary	Administrative
Revised	11/06/2014	GA.8057	Compensation Program and Salary	Administrative
Revised	12/04/2014	GA.8057	Compensation Program and Salary	Administrative
Revised	03/05/2015	GA.8057	Compensation Program and Salary	Administrative
Revised	06/04/2015	GA.8058	Salary Schedule	Administrative
Revised	10/01/2015	GA.8058	Salary Schedule	Administrative
Revised	12/03/2015	GA.8058	Salary Schedule	Administrative
Revised	03/03/2016	GA.8058	Salary Schedule	Administrative
Revised	06/02/2016	GA.8058	Salary Schedule	Administrative
Revised	08/04/2016	GA.8058	Salary Schedule	Administrative
Revised	09/01/2016	GA.8058	Salary Schedule	Administrative
Revised	10/06/2016	GA.8058	Salary Schedule	Administrative
Revised	11/03/2016	GA.8058	Salary Schedule	Administrative
Revised	12/01/2016	GA.8058	Salary Schedule	Administrative
Revised	03/02/2017	GA.8058	Salary Schedule	Administrative

Action	Date	Policy	Policy Title	Program(s)
Revised	05/04/2017	GA.8058	Salary Schedule	Administrative
Revised	06/01/2017	GA.8058	Salary Schedule	Administrative
Revised	08/03/2017	GA.8058	Salary Schedule	Administrative
Revised	09/07/2017	GA.8058	Salary Schedule	Administrative
Revised	11/02/2017	GA.8058	Salary Schedule	Administrative
Revised	02/01/2018	GA.8058	Salary Schedule	Administrative
Revised	09/06/2018	GA.8058	Salary Schedule	Administrative
Revised	10/04/2018	GA.8058	Salary Schedule	Administrative
Revised	02/07/2019	GA.8058	Salary Schedule	Administrative
Revised	08/01/2019	GA.8058	Salary Schedule	Administrative
Revised	09/03/2020	GA.8058	Salary Schedule	Administrative
Revised	03/04/2021	GA.8058	Salary Schedule	Administrative
Revised	08/05/2021	GA.8058	Salary Schedule	Administrative
Revised	09/02/2021	GA.8058	Salary Schedule	Administrative
Revised	03/03/2022	GA.8058	Salary Schedule	Administrative
Revised	06/02/2022	GA.8058	Salary Schedule	Administrative
Revised	12/01/2022	GA.8058	Salary Schedule	Administrative
Revised	05/04/2023	GA.8058	Salary Schedule	Administrative
<u>Revised</u>	<u>03/07/2024</u>	<u>GA.8058</u>	<u>Salary Schedule</u>	<u>Administrative</u>

1

For 20240307 BOD Review ONLY

- 1 **IX. GLOSSARY**
- 2
- 3 Not Applicable
- 4

For 20240307 BOD Review Only



Policy: GA.8058
Title: Salary Schedule
Department: Human Resources
Section: Not Applicable

CEO Approval: /s/

Effective Date: 05/01/2014

Revised Date: 03/07/2024

Applicable to: Medi-Cal
 OneCare
 PACE
 Administrative

1 **I. PURPOSE**

- 2
- 3 A. This policy maintains a CalOptima Health Salary Schedule that lists all active job classifications
- 4 including job title, salary grade, and salary ranges (minimum, midpoint, and maximum pay rate
- 5 amounts).
- 6
- 7 B. This policy ensures the salary schedule is publicly available pursuant to the requirements of Title 2,
- 8 California Code of Regulations (CCR) §570.5 so that employees who are members of the California
- 9 Public Employees Retirement System (CalPERS) have their compensation considered qualified for
- 10 pension calculation under CalPERS regulations.

11
12 **II. POLICY**

- 13
- 14 A. Pursuant to the requirements under Title 2, California Code of Regulations (CCR) §570.5,
- 15 CalOptima Health has established the attached salary schedule for each CalOptima Health job
- 16 position. In order for CalPERS member's pay rates to be credited by CalPERS, the Human
- 17 Resources Department (HR) shall maintain a salary schedule that meets the following eight (8)
- 18 separate criteria:
- 19
- 20 1. Approval and adoption by the governing body in accordance with requirements applicable to
- 21 public meetings laws;
- 22
- 23 2. Identification of position titles for every employee position;
- 24
- 25 3. Listing of pay rate for each identified position, which may be stated as a single amount or as
- 26 multiple amounts with a range;
- 27
- 28 4. Specifies the time base, including, but not limited to, whether the time base is hourly, daily,
- 29 bi-weekly, monthly, bi-monthly, or annually;
- 30
- 31 5. Posted at the employer's office or immediately accessible and available for public review
- 32 from the employer during normal business hours or posted on the employer's internet
- 33 website;
- 34
- 35 6. Indicates the effective date and date of any revisions;
- 36

1 7. Retained by the employer and available for public inspection for not less than five (5) years;
2 and

3
4 8. Does not reference another document in lieu of disclosing the pay rate.

5
6 B. The Chief Executive Officer (CEO) is authorized and directed to take all steps necessary and proper
7 to implement the salary schedule for all other employees not inconsistent therewith.
8

9 **III. PROCEDURE**

10 A. The Human Resources Department (HR) will ensure that the salary schedule meets the requirements
11 above and is available at CalOptima Health's offices, immediately accessible for public review
12 during normal business hours and posted on CalOptima Health's internal and external websites.
13

14 B. HR shall retain the salary schedule for not less than five (5) years.

15 C. HR shall review the salary schedule and provide recommendations to maintain the competitiveness
16 of the salary schedule to market pay levels.
17

18 D. Any adjustments to the salary schedule will require the Chief Human Resources Officer (CHRO) to
19 make a recommendation to the CEO for approval, with the CEO taking the recommendation to the
20 CalOptima Health Board of Directors for final approval. No changes to the salary schedule, or CEO
21 compensation, shall be effective unless and until approved by the CalOptima Health Board of
22 Directors.
23
24

25
26 **IV. ATTACHMENT(S)**

27 A. CalOptima Health- Annual Base Salary Schedule (Revised: 03/07/2024)
28

29
30 **V. REFERENCE(S)**

31 A. Title 2, California Code of Regulations, §570.5
32

33
34 **VI. REGULATORY AGENCY APPROVAL(S)**

35 None to Date
36

37
38 **VII. BOARD ACTION(S)**

39

Date	Meeting
05/01/2014	Regular Meeting of the CalOptima Board of Directors
08/07/2014	Regular Meeting of the CalOptima Board of Directors
11/06/2014	Regular Meeting of the CalOptima Board of Directors
12/04/2014	Regular Meeting of the CalOptima Board of Directors
03/05/2015	Regular Meeting of the CalOptima Board of Directors
06/04/2015	Regular Meeting of the CalOptima Board of Directors
10/01/2015	Regular Meeting of the CalOptima Board of Directors
12/03/2015	Regular Meeting of the CalOptima Board of Directors
03/03/2016	Regular Meeting of the CalOptima Board of Directors
06/02/2016	Regular Meeting of the CalOptima Board of Directors
08/04/2016	Regular Meeting of the CalOptima Board of Directors

Date	Meeting
09/01/2016	Regular Meeting of the CalOptima Board of Directors
10/06/2016	Regular Meeting of the CalOptima Board of Directors
11/03/2016	Regular Meeting of the CalOptima Board of Directors
12/01/2016	Regular Meeting of the CalOptima Board of Directors
03/02/2017	Regular Meeting of the CalOptima Board of Directors
05/04/2017	Regular Meeting of the CalOptima Board of Directors
06/01/2017	Regular Meeting of the CalOptima Board of Directors
08/03/2017	Regular Meeting of the CalOptima Board of Directors
09/07/2017	Regular Meeting of the CalOptima Board of Directors
11/02/2017	Regular Meeting of the CalOptima Board of Directors
02/01/2018	Regular Meeting of the CalOptima Board of Directors
09/06/2018	Regular Meeting of the CalOptima Board of Directors
10/04/2018	Regular Meeting of the CalOptima Board of Directors
02/07/2019	Regular Meeting of the CalOptima Board of Directors
08/01/2019	Regular Meeting of the CalOptima Board of Directors
09/03/2020	Regular Meeting of the CalOptima Board of Directors
03/04/2021	Regular Meeting of the CalOptima Board of Directors
08/05/2021	Regular Meeting of the CalOptima Board of Directors
09/02/2021	Regular Meeting of the CalOptima Board of Directors
03/03/2022	Regular Meeting of the CalOptima Board of Directors
06/02/2022	Regular Meeting of the CalOptima Board of Directors
12/01/2022	Regular Meeting of the CalOptima Health Board of Directors
05/04/2023	Regular Meeting of the CalOptima Health Board of Directors
03/07/2024	Regular Meeting of the CalOptima Health Board of Directors

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VIII. REVISION HISTORY

Action	Date	Policy	Policy Title	Program(s)
Effective	05/01/2014	GA.8057	Compensation Program and Salary	Administrative
Revised	08/07/2014	GA.8057	Compensation Program and Salary	Administrative
Revised	11/06/2014	GA.8057	Compensation Program and Salary	Administrative
Revised	12/04/2014	GA.8057	Compensation Program and Salary	Administrative
Revised	03/05/2015	GA.8057	Compensation Program and Salary	Administrative
Revised	06/04/2015	GA.8058	Salary Schedule	Administrative
Revised	10/01/2015	GA.8058	Salary Schedule	Administrative
Revised	12/03/2015	GA.8058	Salary Schedule	Administrative
Revised	03/03/2016	GA.8058	Salary Schedule	Administrative
Revised	06/02/2016	GA.8058	Salary Schedule	Administrative
Revised	08/04/2016	GA.8058	Salary Schedule	Administrative
Revised	09/01/2016	GA.8058	Salary Schedule	Administrative
Revised	10/06/2016	GA.8058	Salary Schedule	Administrative
Revised	11/03/2016	GA.8058	Salary Schedule	Administrative
Revised	12/01/2016	GA.8058	Salary Schedule	Administrative
Revised	03/02/2017	GA.8058	Salary Schedule	Administrative

Action	Date	Policy	Policy Title	Program(s)
Revised	05/04/2017	GA.8058	Salary Schedule	Administrative
Revised	06/01/2017	GA.8058	Salary Schedule	Administrative
Revised	08/03/2017	GA.8058	Salary Schedule	Administrative
Revised	09/07/2017	GA.8058	Salary Schedule	Administrative
Revised	11/02/2017	GA.8058	Salary Schedule	Administrative
Revised	02/01/2018	GA.8058	Salary Schedule	Administrative
Revised	09/06/2018	GA.8058	Salary Schedule	Administrative
Revised	10/04/2018	GA.8058	Salary Schedule	Administrative
Revised	02/07/2019	GA.8058	Salary Schedule	Administrative
Revised	08/01/2019	GA.8058	Salary Schedule	Administrative
Revised	09/03/2020	GA.8058	Salary Schedule	Administrative
Revised	03/04/2021	GA.8058	Salary Schedule	Administrative
Revised	08/05/2021	GA.8058	Salary Schedule	Administrative
Revised	09/02/2021	GA.8058	Salary Schedule	Administrative
Revised	03/03/2022	GA.8058	Salary Schedule	Administrative
Revised	06/02/2022	GA.8058	Salary Schedule	Administrative
Revised	12/01/2022	GA.8058	Salary Schedule	Administrative
Revised	05/04/2023	GA.8058	Salary Schedule	Administrative
Revised	03/07/2024	GA.8058	Salary Schedule	Administrative

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For 20240307 BOD Review ONLY

- 1 **IX. GLOSSARY**
- 2
- 3 Not Applicable
- 4

For 20240307 BOD Review Only



Continued to the April 4, 2024 Board Meeting

Annual Base Salary Schedule - Revised: ~~May 4, 2023~~ **March 7, 2024**

To be implemented: ~~May 7, 2023~~ **March 10, 2024**

Job Title	Pay Grade	Proposed Pay Grade	Job Code	Min	Proposed Min	Mid	Proposed Mid	Max	Proposed Max	For Approval
Accountant I	H	307	39	\$59,000	\$60,533	\$74,394	\$77,179	\$89,782	\$93,826	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Accountant II	J	310	634	\$65,000	\$72,096	\$85,553	\$93,724	\$106,406	\$115,353	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Accountant III	K	311	68	\$70,000	\$77,863	\$92,434	\$101,222	\$144,268	\$124,581	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Accountant IV	M	313	908	\$85,000	\$90,820	\$113,043	\$118,066	\$144,086	\$145,312	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Accounting Clerk	D	302	334	\$44,000	\$49,754	\$55,814	\$59,704	\$67,628	\$69,655	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Accounting Clerk Sr	E	304	680	\$48,000	\$53,813	\$60,146	\$67,267	\$72,292	\$80,720	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Activity Coordinator (PACE)	E	305	681	\$48,000	\$55,966	\$60,146	\$69,958	\$72,292	\$83,949	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Actuarial Analyst	K	310	558	\$70,000	\$72,096	\$92,434	\$93,724	\$144,268	\$115,353	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Actuarial Analyst Sr	L	312	559	\$77,000	\$84,092	\$102,047	\$109,320	\$127,094	\$134,548	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Actuary	O	315	357	\$105,000	\$109,892	\$139,367	\$142,859	\$173,734	\$175,827	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Actuary Principal	Q	317	882	\$130,000	\$132,969	\$172,272	\$172,860	\$214,544	\$212,751	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Actuary Sr	P	316	883	\$117,000	\$120,881	\$154,695	\$157,145	\$192,390	\$193,410	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Administrative Assistant	D	302	19	\$44,000	\$49,754	\$55,814	\$59,704	\$67,628	\$69,655	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Administrative Fellow	J	309	902	\$65,000	\$68,015	\$85,553	\$88,419	\$106,406	\$108,824	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Analyst	H	306	562	\$59,000	\$58,205	\$74,394	\$74,211	\$89,782	\$90,217	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Analyst Int	I	308	563	\$61,000	\$64,165	\$80,055	\$83,414	\$99,140	\$102,664	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Analyst Sr	J	310	564	\$65,000	\$72,096	\$85,553	\$93,724	\$106,406	\$115,353	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Applications Analyst	I	308	232	\$61,000	\$64,165	\$80,055	\$83,414	\$99,140	\$102,664	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Applications Analyst Int	J	309	233	\$65,000	\$68,015	\$85,553	\$88,419	\$106,406	\$108,824	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Applications Analyst Sr	L	311	298	\$77,000	\$77,863	\$102,047	\$101,222	\$127,094	\$124,581	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Associate Director I	P	318	884	\$117,000	\$146,266	\$154,695	\$190,146	\$192,390	\$234,026	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Associate Director II	Q	319	885	\$130,000	\$160,893	\$172,272	\$209,160	\$214,544	\$257,428	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Associate Director III	R	319	886	\$144,000		\$190,932		\$237,864		Remove job title
Associate Director IV	S	319	887	\$154,000		\$212,256		\$270,512		Remove job title
Auditor	I	309	565	\$61,000	\$68,015	\$80,055	\$88,419	\$99,140	\$108,824	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Auditor Sr	J	310	566	\$65,000	\$72,096	\$85,553	\$93,724	\$106,406	\$115,353	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.



Annual Base Salary Schedule - Revised: ~~May 4, 2023~~ March 7, 2024

To be implemented: ~~May 7, 2023~~ March 10, 2024

Job Title	Pay Grade	Proposed Pay Grade	Job Code	Min	Proposed Min	Mid	Proposed Mid	Max	Proposed Max	For Approval
Batch Automation Analyst	J	309	909	\$65,000	\$68,015	\$85,553	\$88,419	\$406,406	\$108,824	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Batch Automation Analyst Sr	K	310	910	\$70,000	\$72,096	\$92,134	\$93,724	\$444,268	\$115,353	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Biostatistics Manager	M	312	418	\$85,000	\$84,092	\$113,043	\$109,320	\$441,086	\$134,548	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Business Analyst	J	310	40	\$65,000	\$72,096	\$85,553	\$93,724	\$406,406	\$115,353	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Business Analyst Sr	L	311	611	\$77,000	\$77,863	\$102,047	\$101,222	\$427,094	\$124,581	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Business Systems Analyst Sr	K	310	69	\$70,000	\$72,096	\$92,134	\$93,724	\$444,268	\$115,353	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Buyer	G	306	29	\$55,000	\$58,205	\$68,893	\$74,211	\$82,786	\$90,217	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Buyer Int	I	308	49	\$61,000	\$64,165	\$80,055	\$83,414	\$99,140	\$102,664	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Buyer Sr	L	311	67	\$77,000	\$77,863	\$102,047	\$101,222	\$427,094	\$124,581	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Care Manager	K	310	657	\$70,000	\$72,096	\$92,134	\$93,724	\$444,268	\$115,353	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Care Transition Intervention Coach (RN)	L	313	417	\$77,000	\$90,820	\$102,047	\$118,066	\$427,094	\$145,312	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Certified Coder	H	306	399	\$59,000	\$58,205	\$74,394	\$74,211	\$89,782	\$90,217	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Certified Coding Specialist	H	306	639	\$59,000	\$58,205	\$74,394	\$74,211	\$89,782	\$90,217	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Certified Coding Specialist Sr	J	309	640	\$65,000	\$68,015	\$85,553	\$88,419	\$406,406	\$108,824	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Change Control Administrator	I	307	499	\$61,000	\$60,533	\$80,055	\$77,179	\$99,140	\$93,826	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Change Control Administrator Int	J	309	500	\$65,000	\$68,015	\$85,553	\$88,419	\$406,406	\$108,824	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
** Chief Administrative Officer	N/A	328	TBD		\$379,376		\$493,189		\$607,002	Add job title
** Chief Compliance Officer	W	328	888	\$313,000	\$379,376	\$414,450	\$493,189	\$515,900	\$607,002	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
** Chief Executive Officer	Z	335	138	\$560,000	\$739,297	\$700,750	\$961,087	\$841,500	\$1,182,876	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
** Chief Financial Officer	X	330	134	\$368,000	\$459,045	\$487,600	\$596,759	\$607,200	\$734,473	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
** Chief Health Equity Officer	W	328	889	\$313,000	\$379,376	\$414,450	\$493,189	\$515,900	\$607,002	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
** Chief Human Resources Officer	W	328	890	\$313,000	\$379,376	\$414,450	\$493,189	\$515,900	\$607,002	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
** Chief Information Officer	W	328	131	\$313,000	\$379,376	\$414,450	\$493,189	\$515,900	\$607,002	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
** Chief Medical Officer	X	330	137	\$368,000	\$459,045	\$487,600	\$596,759	\$607,200	\$734,473	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
** Chief of Staff	U	325	692	\$226,000	\$285,031	\$298,900	\$370,540	\$371,800	\$456,050	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
** Chief Operating Officer	Y	331	136	\$433,000	\$504,950	\$573,450	\$656,435	\$713,900	\$807,920	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.



Annual Base Salary Schedule - Revised: ~~May 4, 2023~~ **March 7, 2024**

To be implemented: ~~May 7, 2023~~ **March 10, 2024**

Job Title	Pay Grade	Proposed Pay Grade	Job Code	Min	Proposed Min	Mid	Proposed Mid	Max	Proposed Max	For Approval
** Chief Strategy Officer	W	328	914	\$313,000		\$414,450		\$515,900		Remove job title
Claims -Lead	G	305	574	\$55,000	\$55,966	\$68,893	\$69,958	\$82,786	\$83,949	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Claims Examiner	C	301	9	\$43,284	\$47,840	\$52,540	\$56,212	\$61,798	\$64,584	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Claims Examiner -Lead	G	305	236	\$55,000	\$55,966	\$68,893	\$69,958	\$82,786	\$83,949	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Claims Examiner Sr	E	303	20	\$48,000	\$51,744	\$60,146	\$62,092	\$72,292	\$72,441	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Claims QA Analyst	F	304	28	\$51,000	\$53,813	\$64,564	\$67,267	\$78,122	\$80,720	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Claims QA Analyst Sr	G	306	540	\$55,000	\$58,205	\$68,893	\$74,211	\$82,786	\$90,217	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Claims Recovery Specialist	F	304	283	\$51,000	\$53,813	\$64,564	\$67,267	\$78,122	\$80,720	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Claims Resolution Specialist	F	304	262	\$51,000	\$53,813	\$64,564	\$67,267	\$78,122	\$80,720	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Clerk of the Board	O	315	59	\$105,000	\$109,892	\$139,367	\$142,859	\$173,734	\$175,827	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Clinical Auditor	L	312	567	\$77,000	\$84,092	\$102,047	\$109,320	\$127,094	\$134,548	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Clinical Auditor Sr	M	313	568	\$85,000	\$90,820	\$113,043	\$118,066	\$141,086	\$145,312	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Clinical Documentation Specialist (RN)	M	313	641	\$85,000	\$90,820	\$113,043	\$118,066	\$141,086	\$145,312	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Clinical Pharmacist	P	316	297	\$117,000	\$120,881	\$154,695	\$157,145	\$192,390	\$193,410	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Clinical Systems Administrator	K	310	607	\$70,000	\$72,096	\$92,134	\$93,724	\$114,268	\$115,353	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Clinical Trainer	M	313	903	\$85,000	\$90,820	\$113,043	\$118,066	\$141,086	\$145,312	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Clinical Trainer (LVN)	L	312	904	\$77,000	\$84,092	\$102,047	\$109,320	\$127,094	\$134,548	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Clinician (Behavioral Health)	K	310	513	\$70,000	\$72,096	\$92,134	\$93,724	\$114,268	\$115,353	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Clinician Sr (Behavioral Health)	L	312	TBD-978	\$77,000	\$84,092	\$102,047	\$109,320	\$127,094	\$134,548	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Cloud Engineer	O	315	912	\$105,000	\$109,892	\$139,367	\$142,859	\$173,734	\$175,827	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Cloud Engineer Sr	P	316	913	\$117,000	\$120,881	\$154,695	\$157,145	\$192,390	\$193,410	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Communications Specialist	G	306	188	\$55,000	\$58,205	\$68,893	\$74,211	\$82,786	\$90,217	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Communications Specialist -Lead	J	309	707	\$65,000	\$68,015	\$85,553	\$88,419	\$106,106	\$108,824	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Communications Specialist Sr	H	307	708	\$59,000	\$60,533	\$74,391	\$77,179	\$89,782	\$93,826	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Community Partner	H	306	575	\$59,000	\$58,205	\$74,391	\$74,211	\$89,782	\$90,217	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Community Partner Sr	I	308	612	\$61,000	\$64,165	\$80,055	\$83,414	\$99,110	\$102,664	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.



Annual Base Salary Schedule - Revised: ~~May 4, 2023~~ **March 7, 2024**

To be implemented: ~~May 7, 2023~~ **March 10, 2024**

Job Title	Pay Grade	Proposed Pay Grade	Job Code	Min	Proposed Min	Mid	Proposed Mid	Max	Proposed Max	For Approval
Community Relations Specialist	G	306	288	\$55,000	\$58,205	\$68,893	\$74,211	\$82,786	\$90,217	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Community Relations Specialist Sr	I	308	646	\$61,000	\$64,165	\$80,055	\$83,414	\$99,110	\$102,664	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Compliance Claims Auditor	G	306	222	\$55,000	\$58,205	\$68,893	\$74,211	\$82,786	\$90,217	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Compliance Claims Auditor Sr	H	307	279	\$59,000	\$60,533	\$74,391	\$77,179	\$89,782	\$93,826	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Contract Administrator	L	311	385	\$77,000	\$77,863	\$102,047	\$101,222	\$127,094	\$124,581	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Contracts Manager	M	313	207	\$85,000	\$90,820	\$113,043	\$118,066	\$141,086	\$145,312	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Contracts Manager Sr	N	314	683	\$95,000	\$99,902	\$125,039	\$129,872	\$155,078	\$159,843	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Contracts Specialist	I	308	257	\$61,000	\$64,165	\$80,055	\$83,414	\$99,110	\$102,664	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Contracts Specialist Int	J	309	469	\$65,000	\$68,015	\$85,553	\$88,419	\$106,106	\$108,824	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Contracts Specialist Sr	K	310	331	\$70,000	\$72,096	\$92,134	\$93,724	\$114,268	\$115,353	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
* Controller	T	323	464	\$182,000	\$235,563	\$249,576	\$306,232	\$317,152	\$376,901	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Credentialing Coordinator	E	304	41	\$48,000	\$53,813	\$60,146	\$67,267	\$72,292	\$80,720	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Credentialing Coordinator -Lead	F	306	510	\$51,000	\$58,205	\$64,564	\$74,211	\$78,122	\$90,217	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Customer Service Coordinator	E	303	182	\$48,000	\$51,744	\$60,146	\$62,092	\$72,292	\$72,441	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Customer Service Rep	C	301	5	\$43,281	\$47,840	\$52,540	\$56,212	\$61,798	\$64,584	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Customer Service Rep - Lead	G	305	482	\$55,000	\$55,966	\$68,893	\$69,958	\$82,786	\$83,949	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Customer Service Rep Sr	D	302	481	\$44,000	\$49,754	\$55,814	\$59,704	\$67,628	\$69,655	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Cybersecurity Analyst	I	309	914	\$61,000	\$68,015	\$80,055	\$88,419	\$99,110	\$108,824	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
CyberSecurity Analyst Int	M	313	534	\$85,000	\$90,820	\$113,043	\$118,066	\$141,086	\$145,312	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
CyberSecurity Analyst Sr	N	314	474	\$95,000	\$99,902	\$125,039	\$129,872	\$155,078	\$159,843	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Cybersecurity Engineer	O	316	915	\$105,000	\$120,881	\$139,367	\$157,145	\$173,734	\$193,410	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Cybersecurity Engineer Sr	Q	317	916	\$130,000	\$132,969	\$172,272	\$172,860	\$214,544	\$212,751	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Cybersecurity Principal	S	319	917	\$154,000	\$160,893	\$212,256	\$209,160	\$270,512	\$257,428	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Data Analyst	J	309	337	\$65,000	\$68,015	\$85,553	\$88,419	\$106,106	\$108,824	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Data Analyst Int	K	310	341	\$70,000	\$72,096	\$92,134	\$93,724	\$114,268	\$115,353	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Data Analyst Sr	L	312	342	\$77,000	\$84,092	\$102,047	\$109,320	\$127,094	\$134,548	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.



Annual Base Salary Schedule - Revised: ~~May 4, 2023~~ **March 7, 2024**

To be implemented: ~~May 7, 2023~~ **March 10, 2024**

Job Title	Pay Grade	Proposed Pay Grade	Job Code	Min	Proposed Min	Mid	Proposed Mid	Max	Proposed Max	For Approval
Data and Reporting Analyst -Lead	M	314	654	\$85,000	\$99,902	\$113,043	\$129,872	\$141,086	\$159,843	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Data Entry Tech	A	301	3	\$41,600	\$47,840	\$47,618	\$56,212	\$53,636	\$64,584	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Data Warehouse Architect	N	315	363	\$95,000	\$109,892	\$125,039	\$142,859	\$155,078	\$175,827	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Data Warehouse Programmer/Analyst	N	314	364	\$95,000	\$99,902	\$125,039	\$129,872	\$155,078	\$159,843	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Data Warehouse Reporting Analyst	M	313	412	\$85,000	\$90,820	\$113,043	\$118,066	\$141,086	\$145,312	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Data Warehouse Reporting Analyst Sr	N	314	522	\$95,000	\$99,902	\$125,039	\$129,872	\$155,078	\$159,843	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Database Administrator	L	311	90	\$77,000	\$77,863	\$102,047	\$101,222	\$127,094	\$124,581	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Database Administrator Sr	N	314	179	\$95,000	\$99,902	\$125,039	\$129,872	\$155,078	\$159,843	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
** Deputy Chief Medical Officer	W	328	561	\$313,000	\$379,376	\$414,450	\$493,189	\$515,900	\$607,002	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Designer	K	310	387	\$70,000	\$72,096	\$92,134	\$93,724	\$114,268	\$115,353	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Designer Sr	L	311	901	\$77,000	\$77,863	\$102,047	\$101,222	\$127,094	\$124,581	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
* Director I	Q	320	891	\$130,000	\$176,982	\$172,272	\$230,076	\$214,544	\$283,171	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
* Director II	R	321	892	\$144,000	\$194,680	\$190,932	\$253,084	\$237,864	\$311,488	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
* Director III	S	322	893	\$154,000	\$214,148	\$212,256	\$278,393	\$270,512	\$342,637	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
* Director IV	T	323	894	\$182,000	\$235,563	\$249,576	\$306,232	\$317,152	\$376,901	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Enrollment Coordinator (PACE)	F	304	441	\$51,000	\$53,813	\$64,561	\$67,267	\$78,122	\$80,720	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Enterprise Analytics Manager	Q	315	582	\$105,000	\$109,892	\$139,367	\$142,859	\$173,734	\$175,827	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Executive Administrative Services Manager	J	311	661	\$65,000	\$77,863	\$85,553	\$101,222	\$106,106	\$124,581	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Executive Assistant	G	307	339	\$55,000	\$60,533	\$68,893	\$77,179	\$82,786	\$93,826	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Executive Assistant to CEO	I	309	261	\$61,000	\$68,015	\$80,055	\$88,419	\$99,110	\$108,824	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
** Executive Director	U	325	895	\$226,000	\$285,031	\$298,900	\$370,540	\$371,800	\$456,050	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Facilities & Support Services Coord - Lead	G	307	631	\$55,000	\$60,533	\$68,893	\$77,179	\$82,786	\$93,826	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Facilities & Support Services Coordinator	E	304	10	\$48,000	\$53,813	\$60,146	\$67,267	\$72,292	\$80,720	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Facilities & Support Services Coordinator Sr	F	305	511	\$51,000	\$55,966	\$64,561	\$69,958	\$78,122	\$83,949	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Facilities Coordinator	E	304	438	\$48,000	\$53,813	\$60,146	\$67,267	\$72,292	\$80,720	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Financial Analyst I	J	309	51	\$65,000	\$68,015	\$85,553	\$88,419	\$106,106	\$108,824	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.



Annual Base Salary Schedule - Revised: ~~May 4, 2023~~ **March 7, 2024**

To be implemented: ~~May 7, 2023~~ **March 10, 2024**

Job Title	Pay Grade	Proposed Pay Grade	Job Code	Min	Proposed Min	Mid	Proposed Mid	Max	Proposed Max	For Approval
Financial Analyst II	L	312	84	\$77,000	\$84,092	\$102,047	\$109,320	\$127,094	\$134,548	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Financial Analyst III	M	313	905	\$85,000	\$90,820	\$113,043	\$118,066	\$141,086	\$145,312	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Financial Analyst IV	N	314	906	\$95,000	\$99,902	\$125,039	\$129,872	\$155,078	\$159,843	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Financial Reporting Analyst	I	308	475	\$61,000	\$64,165	\$80,055	\$83,414	\$99,110	\$102,664	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Grievance & Appeals Nurse Specialist	M	313	226	\$85,000	\$90,820	\$113,043	\$118,066	\$141,086	\$145,312	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Grievance Resolution Specialist	F	304	42	\$51,000	\$53,813	\$64,561	\$67,267	\$78,122	\$80,720	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Grievance Resolution Specialist -Lead	I	307	590	\$61,000	\$60,533	\$80,055	\$77,179	\$99,110	\$93,826	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Grievance Resolution Specialist Sr	H	306	589	\$59,000	\$58,205	\$74,391	\$74,211	\$89,782	\$90,217	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Health Coach	K	310	556	\$70,000	\$72,096	\$92,134	\$93,724	\$114,268	\$115,353	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Health Educator	H	307	47	\$59,000	\$60,533	\$74,391	\$77,179	\$89,782	\$93,826	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Health Educator Sr	I	308	355	\$61,000	\$64,165	\$80,055	\$83,414	\$99,110	\$102,664	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Health Network Liaison Specialist (RN)	L	313	524	\$77,000	\$90,820	\$102,047	\$118,066	\$127,094	\$145,312	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Health Network Oversight Specialist	K	310	323	\$70,000	\$72,096	\$92,134	\$93,724	\$114,268	\$115,353	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
HEDIS Case Manager	M	313	443	\$85,000	\$90,820	\$113,043	\$118,066	\$141,086	\$145,312	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Human Resources Assistant	D	302	181	\$44,000	\$49,754	\$55,814	\$59,704	\$67,628	\$69,655	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Human Resources Business Partner	M	313	584	\$85,000	\$90,820	\$113,043	\$118,066	\$141,086	\$145,312	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Human Resources Coordinator	F	304	316	\$51,000	\$53,813	\$64,561	\$67,267	\$78,122	\$80,720	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Human Resources Representative	J	309	278	\$65,000	\$68,015	\$85,553	\$88,419	\$106,106	\$108,824	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Human Resources Representative Sr	L	312	350	\$77,000	\$84,092	\$102,047	\$109,320	\$127,094	\$134,548	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Human Resources Specialist	G	305	505	\$55,000	\$55,966	\$68,893	\$69,958	\$82,786	\$83,949	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Human Resources Specialist Sr	H	307	608	\$59,000	\$60,533	\$74,391	\$77,179	\$89,782	\$93,826	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Information Technology Services Coordinator	E	303	365	\$48,000	\$51,744	\$60,146	\$62,092	\$72,292	\$72,441	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Inpatient Quality Coding Auditor	I	308	642	\$61,000	\$64,165	\$80,055	\$83,414	\$99,110	\$102,664	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Intern	A	301	237	\$41,600	\$47,840	\$47,618	\$56,212	\$53,636	\$64,584	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Investigator	I	308	TBD-979	\$61,000	\$64,165	\$80,055	\$83,414	\$99,110	\$102,664	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Investigator Sr	K	310	553	\$70,000	\$72,096	\$92,134	\$93,724	\$114,268	\$115,353	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.



Annual Base Salary Schedule - Revised: ~~May 4, 2023~~ **March 7, 2024**

To be implemented: ~~May 7, 2023~~ **March 10, 2024**

Job Title	Pay Grade	Proposed Pay Grade	Job Code	Min	Proposed Min	Mid	Proposed Mid	Max	Proposed Max	For Approval
ITS Administrator	L	311	63	\$77,000	\$77,863	\$102,047	\$101,222	\$427,094	\$124,581	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
ITS Administrator Sr	M	313	89	\$85,000	\$90,820	\$113,043	\$118,066	\$441,086	\$145,312	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
ITS Analyst	I	308	918	\$61,000	\$64,165	\$80,055	\$83,414	\$99,110	\$102,664	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
ITS Analyst Int	L	312	919	\$77,000	\$84,092	\$102,047	\$109,320	\$427,094	\$134,548	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
ITS Analyst Sr	N	314	920	\$95,000	\$99,902	\$125,039	\$129,872	\$455,078	\$159,843	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
ITS Architect II	O	315	921	\$105,000	\$109,892	\$139,367	\$142,859	\$473,734	\$175,827	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
ITS Architect III	P	316	922	\$117,000	\$120,881	\$154,695	\$157,145	\$492,390	\$193,410	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
ITS Architect IV	Q	317	923	\$130,000	\$132,969	\$172,272	\$172,860	\$214,544	\$212,751	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
ITS Developer Advisor	O	315	924	\$105,000	\$109,892	\$139,367	\$142,859	\$473,734	\$175,827	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
ITS Product Manager	N	314	925	\$95,000	\$99,902	\$125,039	\$129,872	\$455,078	\$159,843	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
ITS Product Manager Sr	O	315	926	\$105,000	\$109,892	\$139,367	\$142,859	\$473,734	\$175,827	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Kitchen Assistant	A	301	585	\$41,600	\$47,840	\$47,618	\$56,212	\$53,636	\$64,584	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Licensed Clinical Social Worker	J	311	598	\$65,000	\$77,863	\$85,553	\$101,222	\$406,106	\$124,581	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Litigation Support Specialist	K	310	588	\$70,000	\$72,096	\$92,134	\$93,724	\$414,268	\$115,353	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
LVN (PACE)	K	311	533	\$70,000	\$77,863	\$92,134	\$101,222	\$414,268	\$124,581	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
LVN Specialist	K	311	686	\$70,000	\$77,863	\$92,134	\$101,222	\$414,268	\$124,581	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Mailroom Clerk	A	301	1	\$41,600	\$47,840	\$47,618	\$56,212	\$53,636	\$64,584	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Manager Accounting	O	316	98	\$105,000	\$120,881	\$139,367	\$157,145	\$473,734	\$193,410	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Manager Actuary	R	318	453	\$144,000	\$146,266	\$190,932	\$190,146	\$237,864	\$234,026	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Manager Audit & Oversight	O	316	539	\$105,000	\$120,881	\$139,367	\$157,145	\$473,734	\$193,410	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Manager Behavioral Health	O	315	633	\$105,000	\$109,892	\$139,367	\$142,859	\$473,734	\$175,827	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Manager Business Integration	O	315	544	\$105,000	\$109,892	\$139,367	\$142,859	\$473,734	\$175,827	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Manager Case Management	P	316	270	\$117,000	\$120,881	\$154,695	\$157,145	\$492,390	\$193,410	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Manager Claims	O	315	92	\$105,000	\$109,892	\$139,367	\$142,859	\$473,734	\$175,827	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Manager Clinic Operations	O	316	551	\$105,000	\$120,881	\$139,367	\$157,145	\$473,734	\$193,410	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Manager Clinical Pharmacist	R	319	296	\$144,000	\$160,893	\$190,932	\$209,160	\$237,864	\$257,428	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.



Annual Base Salary Schedule - Revised: ~~May 4, 2023~~ March 7, 2024

To be implemented: ~~May 7, 2023~~ March 10, 2024

Job Title	Pay Grade	Proposed Pay Grade	Job Code	Min	Proposed Min	Mid	Proposed Mid	Max	Proposed Max	For Approval
Manager Coding Quality	N	314	382	\$95,000	\$99,902	\$125,039	\$129,872	\$155,078	\$159,843	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Manager Communications	N	314	398	\$95,000	\$99,902	\$125,039	\$129,872	\$155,078	\$159,843	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Manager Community Relations	N	314	384	\$95,000	\$99,902	\$125,039	\$129,872	\$155,078	\$159,843	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Manager Contracting	O	315	329	\$105,000	\$109,892	\$139,367	\$142,859	\$173,734	\$175,827	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Manager Cultural & Linguistic	M	313	349	\$85,000	\$90,820	\$113,043	\$118,066	\$141,086	\$145,312	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Manager Customer Service	M	313	94	\$85,000	\$90,820	\$113,043	\$118,066	\$141,086	\$145,312	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Manager Electronic Business	N	314	422	\$95,000	\$99,902	\$125,039	\$129,872	\$155,078	\$159,843	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Manager Encounters	N	314	516	\$95,000	\$99,902	\$125,039	\$129,872	\$155,078	\$159,843	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Manager Environmental Health & Safety	N	314	495	\$95,000	\$99,902	\$125,039	\$129,872	\$155,078	\$159,843	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Manager Finance	O	316	148	\$105,000	\$120,881	\$139,367	\$157,145	\$173,734	\$193,410	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Manager Financial Analysis	P	316	356	\$117,000	\$120,881	\$154,695	\$157,145	\$192,390	\$193,410	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Manager Government Affairs	N	314	437	\$95,000	\$99,902	\$125,039	\$129,872	\$155,078	\$159,843	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Manager Grievance & Appeals	O	315	426	\$105,000	\$109,892	\$139,367	\$142,859	\$173,734	\$175,827	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Manager Human Resources	O	315	526	\$105,000	\$109,892	\$139,367	\$142,859	\$173,734	\$175,827	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Manager Information Technology Services	P	316	560	\$117,000	\$120,881	\$154,695	\$157,145	\$192,390	\$193,410	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Manager Long Term Support Services	P	316	200	\$117,000	\$120,881	\$154,695	\$157,145	\$192,390	\$193,410	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Manager Marketing & Enrollment (PACE)	N	314	414	\$95,000	\$99,902	\$125,039	\$129,872	\$155,078	\$159,843	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Manager Member Liaison Program	M	313	354	\$85,000	\$90,820	\$113,043	\$118,066	\$141,086	\$145,312	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Manager Member Outreach & Education	M	313	616	\$85,000	\$90,820	\$113,043	\$118,066	\$141,086	\$145,312	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Manager MSSP	O	315	393	\$105,000	\$109,892	\$139,367	\$142,859	\$173,734	\$175,827	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Manager OneCare Clinical	P	316	359	\$117,000	\$120,881	\$154,695	\$157,145	\$192,390	\$193,410	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Manager OneCare Customer Service	M	313	429	\$85,000	\$90,820	\$113,043	\$118,066	\$141,086	\$145,312	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Manager Outreach & Enrollment	M	313	477	\$85,000	\$90,820	\$113,043	\$118,066	\$141,086	\$145,312	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Manager PACE Center	O	315	432	\$105,000	\$109,892	\$139,367	\$142,859	\$173,734	\$175,827	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Manager Population Health Management	N	314	674	\$95,000	\$99,902	\$125,039	\$129,872	\$155,078	\$159,843	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Manager Process Excellence	O	315	622	\$105,000	\$109,892	\$139,367	\$142,859	\$173,734	\$175,827	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.



Annual Base Salary Schedule - Revised: ~~May 4, 2023~~ **March 7, 2024**

To be implemented: ~~May 7, 2023~~ **March 10, 2024**

Job Title	Pay Grade	Proposed Pay Grade	Job Code	Min	Proposed Min	Mid	Proposed Mid	Max	Proposed Max	For Approval
Manager Program Implementation	N	314	488	\$95,000	\$99,902	\$125,039	\$129,872	\$155,078	\$159,843	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Manager Provider Data Management Services	M	313	653	\$85,000	\$90,820	\$113,043	\$118,066	\$141,086	\$145,312	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Manager Provider Network	O	315	191	\$105,000	\$109,892	\$139,367	\$142,859	\$173,734	\$175,827	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Manager Provider Relations	M	313	171	\$85,000	\$90,820	\$113,043	\$118,066	\$141,086	\$145,312	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Manager Purchasing	O	315	275	\$105,000	\$109,892	\$139,367	\$142,859	\$173,734	\$175,827	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Manager QI Initiatives	M	313	433	\$85,000	\$90,820	\$113,043	\$118,066	\$141,086	\$145,312	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Manager Quality Analytics	N	314	617	\$95,000	\$99,902	\$125,039	\$129,872	\$155,078	\$159,843	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Manager Quality Improvement	N	314	104	\$95,000	\$99,902	\$125,039	\$129,872	\$155,078	\$159,843	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Manager Regulatory Affairs and Compliance	O	315	626	\$105,000	\$109,892	\$139,367	\$142,859	\$173,734	\$175,827	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Manager Reporting & Financial Compliance	O	315	572	\$105,000	\$109,892	\$139,367	\$142,859	\$173,734	\$175,827	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Manager Strategic Development	O	316	603	\$105,000	\$120,881	\$139,367	\$157,145	\$173,734	\$193,410	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Manager Utilization Management	P	316	250	\$117,000	\$120,881	\$154,695	\$157,145	\$192,390	\$193,410	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Marketing and Outreach Specialist	G	305	496	\$55,000	\$55,966	\$68,893	\$69,958	\$82,786	\$83,949	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Marketing and Outreach Specialist Sr	I	308	TBD-980	\$61,000	\$64,165	\$80,055	\$83,414	\$99,110	\$102,664	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Medical Assistant	C	302	535	\$43,284	\$49,754	\$52,540	\$59,704	\$61,798	\$69,655	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Medical Authorization Asst	C	302	11	\$43,284	\$49,754	\$52,540	\$59,704	\$61,798	\$69,655	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Medical Case Manager	L	313	72	\$77,000	\$90,820	\$102,047	\$118,066	\$127,094	\$145,312	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Medical Case Manager (LVN)	K	311	444	\$70,000	\$77,863	\$92,134	\$101,222	\$114,268	\$124,581	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
* Medical Director	V	326	306	\$266,000	\$313,534	\$365,034	\$407,595	\$464,068	\$501,655	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Medical Records & Health Plan Assistant	B	301	548	\$42,432	\$47,840	\$50,366	\$56,212	\$58,300	\$64,584	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Medical Records Clerk	B	301	523	\$42,432	\$47,840	\$50,366	\$56,212	\$58,300	\$64,584	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Medical Services Case Manager	G	307	54	\$55,000	\$60,533	\$68,893	\$77,179	\$82,786	\$93,826	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Member Liaison Specialist	D	302	353	\$44,000	\$49,754	\$55,814	\$59,704	\$67,628	\$69,655	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Member Liaison Specialist Sr	E	303	TBD-981	\$48,000	\$51,744	\$60,146	\$62,092	\$72,292	\$72,441	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
MMS Program Coordinator	G	306	360	\$55,000	\$58,205	\$68,893	\$74,211	\$82,786	\$90,217	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Network Engineer	N	315	927	\$95,000	\$109,892	\$125,039	\$142,859	\$155,078	\$175,827	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.



Annual Base Salary Schedule - Revised: ~~May 4, 2023~~ March 7, 2024

To be implemented: ~~May 7, 2023~~ March 10, 2024

Job Title	Pay Grade	Proposed Pay Grade	Job Code	Min	Proposed Min	Mid	Proposed Mid	Max	Proposed Max	For Approval
Network Engineer Principal	Q	317	928	\$130,000	\$132,969	\$172,272	\$172,860	\$214,544	\$212,751	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Network Engineer Sr	Q	316	929	\$105,000	\$120,881	\$139,367	\$157,145	\$173,734	\$193,410	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Nurse Practitioner (PACE)	Q	316	635	\$105,000	\$120,881	\$139,367	\$157,145	\$173,734	\$193,410	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Occupational Therapist	L	312	531	\$77,000	\$84,092	\$102,047	\$109,320	\$127,094	\$134,548	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Occupational Therapist Assistant	H	308	623	\$59,000	\$64,165	\$74,394	\$83,414	\$89,782	\$102,664	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Office Clerk	A	301	335	\$41,600	\$47,840	\$47,618	\$56,212	\$53,636	\$64,584	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
OneCare Operations Manager	N	315	461	\$95,000	\$109,892	\$125,039	\$142,859	\$165,078	\$175,827	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
OneCare Partner - Sales	F	305	230	\$51,000	\$55,966	\$64,564	\$69,958	\$78,122	\$83,949	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
OneCare Partner - Sales (Lead)	G	307	537	\$55,000	\$60,533	\$68,893	\$77,179	\$82,786	\$93,826	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
OneCare Partner - Service	C	301	231	\$43,284	\$47,840	\$52,540	\$56,212	\$61,798	\$64,584	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
OneCare Partner (Inside Sales)	E	303	371	\$48,000	\$51,744	\$60,146	\$62,092	\$72,292	\$72,441	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Outreach Specialist	C	301	218	\$43,284	\$47,840	\$52,540	\$56,212	\$61,798	\$64,584	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Paralegal/Legal Secretary	I	308	376	\$61,000	\$64,165	\$80,055	\$83,414	\$99,110	\$102,664	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Payroll Specialist	E	304	554	\$48,000	\$53,813	\$60,146	\$67,267	\$72,292	\$80,720	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Payroll Specialist Sr	G	306	688	\$55,000	\$58,205	\$68,893	\$74,211	\$82,786	\$90,217	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Performance Analyst	I	308	538	\$61,000	\$64,165	\$80,055	\$83,414	\$99,110	\$102,664	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Personal Care Attendant	A	301	485	\$41,600	\$47,840	\$47,618	\$56,212	\$53,636	\$64,584	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Personal Care Attendant -Lead	B	302	498	\$42,432	\$49,754	\$50,366	\$59,704	\$58,300	\$69,655	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Personal Care Coordinator	C	303	525	\$43,284	\$51,744	\$52,540	\$62,092	\$61,798	\$72,441	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Personal Care Coordinator Sr	D	304	689	\$44,000	\$53,813	\$55,814	\$67,267	\$67,628	\$80,720	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Pharmacy Resident	C	305	379	\$55,000	\$55,966	\$68,893	\$69,958	\$82,786	\$83,949	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Pharmacy Services Specialist	C	301	23	\$43,284	\$47,840	\$52,540	\$56,212	\$61,798	\$64,584	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Pharmacy Services Specialist Int	D	302	35	\$44,000	\$49,754	\$55,814	\$59,704	\$67,628	\$69,655	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Pharmacy Services Specialist Sr	E	304	507	\$48,000	\$53,813	\$60,146	\$67,267	\$72,292	\$80,720	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Physical Therapist	L	312	530	\$77,000	\$84,092	\$102,047	\$109,320	\$127,094	\$134,548	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Physical Therapist Assistant	H	308	624	\$59,000	\$64,165	\$74,394	\$83,414	\$89,782	\$102,664	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.



Annual Base Salary Schedule - Revised: ~~May 4, 2023~~ March 7, 2024

To be implemented: ~~May 7, 2023~~ March 10, 2024

Job Title	Pay Grade	Proposed Pay Grade	Job Code	Min	Proposed Min	Mid	Proposed Mid	Max	Proposed Max	For Approval
Policy Advisor Sr	M	312	580	\$85,000	\$84,092	\$113,043	\$109,320	\$141,086	\$134,548	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Principal Financial Analyst	O	315	907	\$105,000	\$109,892	\$139,367	\$142,859	\$173,734	\$175,827	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Privacy Manager	N	315	536	\$95,000	\$109,892	\$125,039	\$142,859	\$155,078	\$175,827	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Privacy Officer	O	315	648	\$105,000	\$109,892	\$139,367	\$142,859	\$173,734	\$175,827	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Process Excellence Manager I	H	307	930	\$59,000	\$60,533	\$74,394	\$77,179	\$89,782	\$93,826	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Process Excellence Manager II	J	310	931	\$65,000	\$72,096	\$85,553	\$93,724	\$106,406	\$115,353	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Process Excellence Manager III	M	313	932	\$85,000	\$90,820	\$113,043	\$118,066	\$141,086	\$145,312	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Process Excellence Manager IV	O	315	933	\$105,000	\$109,892	\$139,367	\$142,859	\$173,734	\$175,827	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Program Assistant	G	302	24	\$43,284	\$49,754	\$52,540	\$59,704	\$61,798	\$69,655	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Program Coordinator	G	303	284	\$43,284	\$51,744	\$52,540	\$62,092	\$61,798	\$72,441	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Program Development Analyst Sr	K	311	492	\$70,000	\$77,863	\$92,134	\$101,222	\$114,268	\$124,581	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Program Manager	L	311	421	\$77,000	\$77,863	\$102,047	\$101,222	\$127,094	\$124,581	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Program Manager Sr	M	313	594	\$85,000	\$90,820	\$113,043	\$118,066	\$141,086	\$145,312	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Program Specialist	E	305	36	\$48,000	\$55,966	\$60,146	\$69,958	\$72,292	\$83,949	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Program Specialist Int	G	307	61	\$55,000	\$60,533	\$68,893	\$77,179	\$82,786	\$93,826	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Program Specialist Sr	I	309	508	\$61,000	\$68,015	\$80,955	\$88,419	\$99,140	\$108,824	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Program/Policy Analyst	I	309	56	\$61,000	\$68,015	\$80,955	\$88,419	\$99,140	\$108,824	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Program/Policy Analyst Sr	K	311	85	\$70,000	\$77,863	\$92,134	\$101,222	\$114,268	\$124,581	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Programmer	K	310	43	\$70,000	\$72,096	\$92,134	\$93,724	\$114,268	\$115,353	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Programmer Int	M	313	74	\$85,000	\$90,820	\$113,043	\$118,066	\$141,086	\$145,312	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Programmer Sr	N	314	80	\$95,000	\$99,902	\$125,039	\$129,872	\$155,078	\$159,843	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Project Manager I	I	308	934	\$61,000	\$64,165	\$80,955	\$83,414	\$99,140	\$102,664	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Project Manager II	L	312	935	\$77,000	\$84,092	\$102,047	\$109,320	\$127,094	\$134,548	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Project Manager III	O	315	936	\$105,000	\$109,892	\$139,367	\$142,859	\$173,734	\$175,827	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Project Manager IV	P	316	937	\$117,000	\$120,881	\$154,695	\$157,145	\$192,390	\$193,410	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Project Specialist	E	304	291	\$48,000	\$53,813	\$60,146	\$67,267	\$72,292	\$80,720	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.



Annual Base Salary Schedule - Revised: ~~May 4, 2023~~ **March 7, 2024**

To be implemented: ~~May 7, 2023~~ **March 10, 2024**

Job Title	Pay Grade	Proposed Pay Grade	Job Code	Min	Proposed Min	Mid	Proposed Mid	Max	Proposed Max	For Approval
Provider Data Management Services Coordinator	D	303	12	\$44,000	\$51,744	\$55,814	\$62,092	\$67,628	\$72,441	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Provider Data Management Services Coordinator Sr	F	305	586	\$51,000	\$55,966	\$64,564	\$69,958	\$78,122	\$83,949	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Provider Enrollment Manager	G	306	190	\$55,000	\$58,205	\$68,893	\$74,211	\$82,786	\$90,217	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Provider Network Rep Sr	I	308	391	\$61,000	\$64,165	\$80,055	\$83,414	\$99,140	\$102,664	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Provider Network Specialist	H	307	44	\$59,000	\$60,533	\$74,394	\$77,179	\$89,782	\$93,826	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Provider Network Specialist Sr	J	309	595	\$65,000	\$68,015	\$85,553	\$88,419	\$106,406	\$108,824	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Provider Office Education Manager	I	307	300	\$61,000	\$60,533	\$80,055	\$77,179	\$99,140	\$93,826	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Provider Relations Rep	G	306	205	\$55,000	\$58,205	\$68,893	\$74,211	\$82,786	\$90,217	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Provider Relations Rep Sr	I	308	285	\$61,000	\$64,165	\$80,055	\$83,414	\$99,140	\$102,664	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Publications Coordinator	G	306	293	\$55,000	\$58,205	\$68,893	\$74,211	\$82,786	\$90,217	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
QA Analyst	I	309	486	\$61,000	\$68,015	\$80,055	\$88,419	\$99,140	\$108,824	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
QA Analyst Sr	L	312	380	\$77,000	\$84,092	\$102,047	\$109,320	\$127,094	\$134,548	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
QA Test Automation Engineer	J	310	938	\$65,000	\$72,096	\$85,553	\$93,724	\$106,406	\$115,353	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
QA Test Automation Engineer Advisor	O	315	939	\$105,000	\$109,892	\$139,367	\$142,859	\$173,734	\$175,827	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
QA Test Automation Engineer Sr.	N	314	940	\$95,000	\$99,902	\$125,039	\$129,872	\$155,078	\$159,843	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
QI Nurse Specialist	M	313	82	\$85,000	\$90,820	\$113,043	\$118,066	\$141,086	\$145,312	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
QI Nurse Specialist (LVN)	L	312	445	\$77,000	\$84,092	\$102,047	\$109,320	\$127,094	\$134,548	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Quality Improvement Specialist	I	309	TBD-982	\$61,000	\$68,015	\$80,055	\$88,419	\$99,140	\$108,824	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Quality Improvement Specialist Sr	K	311	TBD-983	\$70,000	\$77,863	\$92,134	\$101,222	\$114,268	\$124,581	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Receptionist	B	301	140	\$42,432	\$47,840	\$50,366	\$56,212	\$58,300	\$64,584	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Records Manager	Q	317	778	\$130,000	\$132,969	\$172,272	\$172,860	\$214,544	\$212,751	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Recreational Therapist	H	306	487	\$59,000	\$58,205	\$74,394	\$74,211	\$89,782	\$90,217	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Registered Dietitian	K	310	57	\$70,000	\$72,096	\$92,134	\$93,724	\$114,268	\$115,353	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Regulatory Affairs and Compliance - Lead	L	311	630	\$77,000	\$77,863	\$102,047	\$101,222	\$127,094	\$124,581	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Regulatory Affairs and Compliance Analyst	I	309	628	\$61,000	\$68,015	\$80,055	\$88,419	\$99,140	\$108,824	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Regulatory Affairs and Compliance Analyst Sr	K	310	629	\$70,000	\$72,096	\$92,134	\$93,724	\$114,268	\$115,353	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.



Annual Base Salary Schedule - Revised: ~~May 4, 2023~~ **March 7, 2024**

To be implemented: ~~May 7, 2023~~ **March 10, 2024**

Job Title	Pay Grade	Proposed Pay Grade	Job Code	Min	Proposed Min	Mid	Proposed Mid	Max	Proposed Max	For Approval
RN (PACE)	M	313	480	\$85,000	\$90,820	\$113,043	\$118,066	\$141,086	\$145,312	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Security Officer	B	301	311	\$42,432	\$47,840	\$50,366	\$56,212	\$58,300	\$64,584	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Service Desk Technician	E	304	571	\$48,000	\$53,813	\$60,146	\$67,267	\$72,292	\$80,720	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Service Desk Technician Sr	F	305	573	\$51,000	\$55,966	\$64,564	\$69,958	\$78,122	\$83,949	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
SharePoint Developer/Administrator Sr	N	314	397	\$95,000	\$99,902	\$125,039	\$129,872	\$155,078	\$159,843	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Social Worker	J	309	463	\$65,000	\$68,015	\$85,553	\$88,419	\$106,406	\$108,824	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Social Worker Sr	K	310	690	\$70,000	\$72,096	\$92,134	\$93,724	\$114,268	\$115,353	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Speech Therapist	L	312	941	\$77,000	\$84,092	\$102,047	\$109,320	\$127,094	\$134,548	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
* Sr Director	T	324	896	\$182,000	\$259,119	\$249,576	\$336,855	\$347,152	\$414,591	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Sr Manager I	P	316	897	\$117,000	\$120,881	\$154,695	\$157,145	\$192,390	\$193,410	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Sr Manager II	Q	317	898	\$130,000	\$132,969	\$172,272	\$172,860	\$214,544	\$212,751	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Sr Manager III	R	318	899	\$144,000	\$146,266	\$190,932	\$190,146	\$237,864	\$234,026	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Sr Manager IV	S	319	900	\$154,000	\$160,893	\$212,256	\$209,160	\$270,542	\$257,428	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Supervisor Accounting	N	314	434	\$95,000	\$99,902	\$125,039	\$129,872	\$155,078	\$159,843	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Supervisor Audit and Oversight	M	313	618	\$85,000	\$90,820	\$113,043	\$118,066	\$141,086	\$145,312	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Supervisor Behavioral Health	M	313	659	\$85,000	\$90,820	\$113,043	\$118,066	\$141,086	\$145,312	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Supervisor Budgeting	N	314	466	\$95,000	\$99,902	\$125,039	\$129,872	\$155,078	\$159,843	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Supervisor Case Management	N	315	86	\$95,000	\$109,892	\$125,039	\$142,859	\$155,078	\$175,827	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Supervisor Claims	L	312	219	\$77,000	\$84,092	\$102,047	\$109,320	\$127,094	\$134,548	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Supervisor Coding Initiatives	M	313	502	\$85,000	\$90,820	\$113,043	\$118,066	\$141,086	\$145,312	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Supervisor Credentialing	I	308	671	\$61,000	\$64,165	\$80,055	\$83,414	\$99,140	\$102,664	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Supervisor Customer Service	I	308	34	\$61,000	\$64,165	\$80,055	\$83,414	\$99,140	\$102,664	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Supervisor Data Entry	H	306	192	\$59,000	\$58,205	\$74,394	\$74,211	\$89,782	\$90,217	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Supervisor Day Center (PACE)	H	306	619	\$59,000	\$58,205	\$74,394	\$74,211	\$89,782	\$90,217	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Supervisor Dietary Services (PACE)	L	312	643	\$77,000	\$84,092	\$102,047	\$109,320	\$127,094	\$134,548	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Supervisor Encounters	I	307	253	\$61,000	\$60,533	\$80,055	\$77,179	\$99,140	\$93,826	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.



Annual Base Salary Schedule - Revised: ~~May 4, 2023~~ March 7, 2024

To be implemented: ~~May 7, 2023~~ March 10, 2024

Job Title	Pay Grade	Proposed Pay Grade	Job Code	Min	Proposed Min	Mid	Proposed Mid	Max	Proposed Max	For Approval
Supervisor Facilities	J	310	162	\$65,000	\$72,096	\$85,553	\$93,724	\$406,406	\$115,353	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Supervisor Finance	N	314	419	\$95,000	\$99,902	\$425,039	\$129,872	\$455,078	\$159,843	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Supervisor Grievance and Appeals	L	312	620	\$77,000	\$84,092	\$402,047	\$109,320	\$427,094	\$134,548	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Supervisor Information Technology Services	N	314	457	\$95,000	\$99,902	\$425,039	\$129,872	\$455,078	\$159,843	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Supervisor Long Term Support Services	N	315	587	\$95,000	\$109,892	\$425,039	\$142,859	\$455,078	\$175,827	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Supervisor Medical Assistant	H	306	TBD-984	\$59,000	\$58,205	\$74,394	\$74,211	\$89,782	\$90,217	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Supervisor Member Outreach and Education	K	311	592	\$70,000	\$77,863	\$92,434	\$101,222	\$444,268	\$124,581	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Supervisor MSSP	M	314	348	\$85,000	\$99,902	\$413,043	\$129,872	\$444,086	\$159,843	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Supervisor Nursing Services (PACE)	N	315	662	\$95,000	\$109,892	\$425,039	\$142,859	\$455,078	\$175,827	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Supervisor OneCare Customer Service	I	308	408	\$64,000	\$64,165	\$80,055	\$83,414	\$99,140	\$102,664	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Supervisor Payroll	M	313	517	\$85,000	\$90,820	\$413,043	\$118,066	\$444,086	\$145,312	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Supervisor Pharmacist	Q	317	610	\$130,000	\$132,969	\$472,272	\$172,860	\$244,544	\$212,751	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Supervisor Population Health Management	M	313	673	\$85,000	\$90,820	\$413,043	\$118,066	\$444,086	\$145,312	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Supervisor Provider Data Management Services	K	311	439	\$70,000	\$77,863	\$92,434	\$101,222	\$444,268	\$124,581	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Supervisor Provider Relations	L	312	652	\$77,000	\$84,092	\$402,047	\$109,320	\$427,094	\$134,548	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Supervisor Quality Analytics	M	313	609	\$85,000	\$90,820	\$413,043	\$118,066	\$444,086	\$145,312	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Supervisor Quality Improvement	M	313	600	\$85,000	\$90,820	\$413,043	\$118,066	\$444,086	\$145,312	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Supervisor Regulatory Affairs and Compliance	M	313	627	\$85,000	\$90,820	\$413,043	\$118,066	\$444,086	\$145,312	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Supervisor Social Work (PACE)	L	313	636	\$77,000	\$90,820	\$402,047	\$118,066	\$427,094	\$145,312	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Supervisor Therapy Services (PACE)	M	314	645	\$85,000	\$99,902	\$413,043	\$129,872	\$444,086	\$159,843	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Supervisor Utilization Management	N	315	637	\$95,000	\$109,892	\$425,039	\$142,859	\$455,078	\$175,827	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Systems Operations Analyst	F	304	32	\$54,000	\$53,813	\$64,564	\$67,267	\$78,122	\$80,720	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Systems Operations Analyst Int	G	307	45	\$55,000	\$60,533	\$68,893	\$77,179	\$82,786	\$93,826	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Technical Analyst Int	J	309	64	\$65,000	\$68,015	\$85,553	\$88,419	\$406,406	\$108,824	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Technical Analyst Sr	L	312	75	\$77,000	\$84,092	\$402,047	\$109,320	\$427,094	\$134,548	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Technical Support Specialist Sr	I	307	942	\$64,000	\$60,533	\$80,055	\$77,179	\$99,140	\$93,826	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.



Annual Base Salary Schedule - Revised: ~~May 4, 2023~~ March 7, 2024

To be implemented: ~~May 7, 2023~~ March 10, 2024

Job Title	Pay Grade	Proposed Pay Grade	Job Code	Min	Proposed Min	Mid	Proposed Mid	Max	Proposed Max	For Approval
Telephony Engineer	N	314	943	\$95,000	\$99,902	\$125,039	\$129,872	\$155,078	\$159,843	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Telephony Engineer Sr	O	316	944	\$105,000	\$120,881	\$139,367	\$157,145	\$173,734	\$193,410	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Therapy Aide	E	304	521	\$48,000	\$53,813	\$60,146	\$67,267	\$72,292	\$80,720	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Training Administrator	I	308	621	\$61,000	\$64,165	\$80,055	\$83,414	\$99,110	\$102,664	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Training Program Coordinator	H	306	471	\$59,000	\$58,205	\$74,394	\$74,211	\$89,782	\$90,217	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Translation Specialist	B	305	241	\$42,432	\$55,966	\$50,366	\$69,958	\$58,300	\$83,949	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.
Web Architect	N	314	366	\$95,000	\$99,902	\$125,039	\$129,872	\$155,078	\$159,843	Pay grades and pay ranges redesigned based on AJ Gallagher and HR internal evaluation of job responsibilities.

* These positions are identified for the purposes of CalOptima Health Policy GA. 8042: Supplemental Compensation as Director level and above positions for which eligible employees may qualify for Employer-Paid Member Contribution.

** These positions are identified for the purposes of CalOptima Health Policy GA. 8042: Supplemental Compensation as Director level and above positions for which eligible employees may qualify for Employer-Paid Member Contribution and are also Chief or Executive Director level positions.



Annual Base Salary Schedule - Revised: March 7, 2024

To be implemented: March 10, 2024

Job Title	Pay Grade	Job Code	Min	Mid	Max
Accountant I	307	39	\$60,533	\$77,179	\$93,826
Accountant II	310	634	\$72,096	\$93,724	\$115,353
Accountant III	311	68	\$77,863	\$101,222	\$124,581
Accountant IV	313	908	\$90,820	\$118,066	\$145,312
Accounting Clerk	302	334	\$49,754	\$59,704	\$69,655
Accounting Clerk Sr	304	680	\$53,813	\$67,267	\$80,720
Activity Coordinator (PACE)	305	681	\$55,966	\$69,958	\$83,949
Actuarial Analyst	310	558	\$72,096	\$93,724	\$115,353
Actuarial Analyst Sr	312	559	\$84,092	\$109,320	\$134,548
Actuary	315	357	\$109,892	\$142,859	\$175,827
Actuary Principal	317	882	\$132,969	\$172,860	\$212,751
Actuary Sr	316	883	\$120,881	\$157,145	\$193,410
Administrative Assistant	302	19	\$49,754	\$59,704	\$69,655
Administrative Fellow	309	902	\$68,015	\$88,419	\$108,824
Analyst	306	562	\$58,205	\$74,211	\$90,217
Analyst Int	308	563	\$64,165	\$83,414	\$102,664
Analyst Sr	310	564	\$72,096	\$93,724	\$115,353
Applications Analyst	308	232	\$64,165	\$83,414	\$102,664
Applications Analyst Int	309	233	\$68,015	\$88,419	\$108,824
Applications Analyst Sr	311	298	\$77,863	\$101,222	\$124,581
Associate Director I	318	884	\$146,266	\$190,146	\$234,026
Associate Director II	319	885	\$160,893	\$209,160	\$257,428
Auditor	309	565	\$68,015	\$88,419	\$108,824
Auditor Sr	310	566	\$72,096	\$93,724	\$115,353
Batch Automation Analyst	309	909	\$68,015	\$88,419	\$108,824
Batch Automation Analyst Sr	310	910	\$72,096	\$93,724	\$115,353
Biostatistics Manager	312	418	\$84,092	\$109,320	\$134,548
Business Analyst	310	40	\$72,096	\$93,724	\$115,353
Business Analyst Sr	311	611	\$77,863	\$101,222	\$124,581
Business Systems Analyst Sr	310	69	\$72,096	\$93,724	\$115,353
Buyer	306	29	\$58,205	\$74,211	\$90,217
Buyer Int	308	49	\$64,165	\$83,414	\$102,664
Buyer Sr	311	67	\$77,863	\$101,222	\$124,581
Care Manager	310	657	\$72,096	\$93,724	\$115,353
Care Transition Intervention Coach (RN)	313	417	\$90,820	\$118,066	\$145,312
Certified Coder	306	399	\$58,205	\$74,211	\$90,217
Certified Coding Specialist	306	639	\$58,205	\$74,211	\$90,217
Certified Coding Specialist Sr	309	640	\$68,015	\$88,419	\$108,824
Change Control Administrator	307	499	\$60,533	\$77,179	\$93,826
Change Control Administrator Int	309	500	\$68,015	\$88,419	\$108,824
** Chief Administrative Officer	328	TBD	\$379,376	\$493,189	\$607,002
** Chief Compliance Officer	328	888	\$379,376	\$493,189	\$607,002
** Chief Executive Officer	335	138	\$739,297	\$961,087	\$1,182,876
** Chief Financial Officer	330	134	\$459,045	\$596,759	\$734,473
** Chief Health Equity Officer	328	889	\$379,376	\$493,189	\$607,002



Annual Base Salary Schedule - Revised: March 7, 2024

To be implemented: March 10, 2024

Job Title	Pay Grade	Job Code	Min	Mid	Max
** Chief Human Resources Officer	328	890	\$379,376	\$493,189	\$607,002
** Chief Information Officer	328	131	\$379,376	\$493,189	\$607,002
** Chief Medical Officer	330	137	\$459,045	\$596,759	\$734,473
** Chief of Staff	325	692	\$285,031	\$370,540	\$456,050
** Chief Operating Officer	331	136	\$504,950	\$656,435	\$807,920
Claims - Lead	305	574	\$55,966	\$69,958	\$83,949
Claims Examiner	301	9	\$47,840	\$56,212	\$64,584
Claims Examiner - Lead	305	236	\$55,966	\$69,958	\$83,949
Claims Examiner Sr	303	20	\$51,744	\$62,092	\$72,441
Claims QA Analyst	304	28	\$53,813	\$67,267	\$80,720
Claims QA Analyst Sr	306	540	\$58,205	\$74,211	\$90,217
Claims Recovery Specialist	304	283	\$53,813	\$67,267	\$80,720
Claims Resolution Specialist	304	262	\$53,813	\$67,267	\$80,720
Clerk of the Board	315	59	\$109,892	\$142,859	\$175,827
Clinical Auditor	312	567	\$84,092	\$109,320	\$134,548
Clinical Auditor Sr	313	568	\$90,820	\$118,066	\$145,312
Clinical Documentation Specialist (RN)	313	641	\$90,820	\$118,066	\$145,312
Clinical Pharmacist	316	297	\$120,881	\$157,145	\$193,410
Clinical Systems Administrator	310	607	\$72,096	\$93,724	\$115,353
Clinical Trainer	313	903	\$90,820	\$118,066	\$145,312
Clinical Trainer (LVN)	312	904	\$84,092	\$109,320	\$134,548
Clinician (Behavioral Health)	310	513	\$72,096	\$93,724	\$115,353
Clinician Sr (Behavioral Health)	312	978	\$84,092	\$109,320	\$134,548
Cloud Engineer	315	912	\$109,892	\$142,859	\$175,827
Cloud Engineer Sr	316	913	\$120,881	\$157,145	\$193,410
Communications Specialist	306	188	\$58,205	\$74,211	\$90,217
Communications Specialist - Lead	309	707	\$68,015	\$88,419	\$108,824
Communications Specialist Sr	307	708	\$60,533	\$77,179	\$93,826
Community Partner	306	575	\$58,205	\$74,211	\$90,217
Community Partner Sr	308	612	\$64,165	\$83,414	\$102,664
Community Relations Specialist	306	288	\$58,205	\$74,211	\$90,217
Community Relations Specialist Sr	308	646	\$64,165	\$83,414	\$102,664
Compliance Claims Auditor	306	222	\$58,205	\$74,211	\$90,217
Compliance Claims Auditor Sr	307	279	\$60,533	\$77,179	\$93,826
Contract Administrator	311	385	\$77,863	\$101,222	\$124,581
Contracts Manager	313	207	\$90,820	\$118,066	\$145,312
Contracts Manager Sr	314	683	\$99,902	\$129,872	\$159,843
Contracts Specialist	308	257	\$64,165	\$83,414	\$102,664
Contracts Specialist Int	309	469	\$68,015	\$88,419	\$108,824
Contracts Specialist Sr	310	331	\$72,096	\$93,724	\$115,353
* Controller	323	464	\$235,563	\$306,232	\$376,901
Credentialing Coordinator	304	41	\$53,813	\$67,267	\$80,720
Credentialing Coordinator - Lead	306	510	\$58,205	\$74,211	\$90,217
Customer Service Coordinator	303	182	\$51,744	\$62,092	\$72,441
Customer Service Rep	301	5	\$47,840	\$56,212	\$64,584



Annual Base Salary Schedule - Revised: March 7, 2024

To be implemented: March 10, 2024

Job Title	Pay Grade	Job Code	Min	Mid	Max
Customer Service Rep - Lead	305	482	\$55,966	\$69,958	\$83,949
Customer Service Rep Sr	302	481	\$49,754	\$59,704	\$69,655
Cybersecurity Analyst	309	914	\$68,015	\$88,419	\$108,824
Cybersecurity Analyst Int	313	534	\$90,820	\$118,066	\$145,312
Cybersecurity Analyst Sr	314	474	\$99,902	\$129,872	\$159,843
Cybersecurity Engineer	316	915	\$120,881	\$157,145	\$193,410
Cybersecurity Engineer Sr	317	916	\$132,969	\$172,860	\$212,751
Cybersecurity Principal	319	917	\$160,893	\$209,160	\$257,428
Data Analyst	309	337	\$68,015	\$88,419	\$108,824
Data Analyst Int	310	341	\$72,096	\$93,724	\$115,353
Data Analyst Sr	312	342	\$84,092	\$109,320	\$134,548
Data and Reporting Analyst - Lead	314	654	\$99,902	\$129,872	\$159,843
Data Entry Tech	301	3	\$47,840	\$56,212	\$64,584
Data Warehouse Architect	315	363	\$109,892	\$142,859	\$175,827
Data Warehouse Programmer/Analyst	314	364	\$99,902	\$129,872	\$159,843
Data Warehouse Reporting Analyst	313	412	\$90,820	\$118,066	\$145,312
Data Warehouse Reporting Analyst Sr	314	522	\$99,902	\$129,872	\$159,843
Database Administrator	311	90	\$77,863	\$101,222	\$124,581
Database Administrator Sr	314	179	\$99,902	\$129,872	\$159,843
** Deputy Chief Medical Officer	328	561	\$379,376	\$493,189	\$607,002
Designer	310	387	\$72,096	\$93,724	\$115,353
Designer Sr	311	901	\$77,863	\$101,222	\$124,581
* Director I	320	891	\$176,982	\$230,076	\$283,171
* Director II	321	892	\$194,680	\$253,084	\$311,488
* Director III	322	893	\$214,148	\$278,393	\$342,637
* Director IV	323	894	\$235,563	\$306,232	\$376,901
Enrollment Coordinator (PACE)	304	441	\$53,813	\$67,267	\$80,720
Enterprise Analytics Manager	315	582	\$109,892	\$142,859	\$175,827
Executive Administrative Services Manager	311	661	\$77,863	\$101,222	\$124,581
Executive Assistant	307	339	\$60,533	\$77,179	\$93,826
Executive Assistant to CEO	309	261	\$68,015	\$88,419	\$108,824
** Executive Director	325	895	\$285,031	\$370,540	\$456,050
Facilities & Support Services Coord - Lead	307	631	\$60,533	\$77,179	\$93,826
Facilities & Support Services Coordinator	304	10	\$53,813	\$67,267	\$80,720
Facilities & Support Services Coordinator Sr	305	511	\$55,966	\$69,958	\$83,949
Facilities Coordinator	304	438	\$53,813	\$67,267	\$80,720
Financial Analyst I	309	51	\$68,015	\$88,419	\$108,824
Financial Analyst II	312	84	\$84,092	\$109,320	\$134,548
Financial Analyst III	313	905	\$90,820	\$118,066	\$145,312
Financial Analyst IV	314	906	\$99,902	\$129,872	\$159,843
Financial Reporting Analyst	308	475	\$64,165	\$83,414	\$102,664
Grievance & Appeals Nurse Specialist	313	226	\$90,820	\$118,066	\$145,312
Grievance Resolution Specialist	304	42	\$53,813	\$67,267	\$80,720
Grievance Resolution Specialist - Lead	307	590	\$60,533	\$77,179	\$93,826
Grievance Resolution Specialist Sr	306	589	\$58,205	\$74,211	\$90,217



Annual Base Salary Schedule - Revised: March 7, 2024

To be implemented: March 10, 2024

Job Title	Pay Grade	Job Code	Min	Mid	Max
Health Coach	310	556	\$72,096	\$93,724	\$115,353
Health Educator	307	47	\$60,533	\$77,179	\$93,826
Health Educator Sr	308	355	\$64,165	\$83,414	\$102,664
Health Network Liaison Specialist (RN)	313	524	\$90,820	\$118,066	\$145,312
Health Network Oversight Specialist	310	323	\$72,096	\$93,724	\$115,353
HEDIS Case Manager	313	443	\$90,820	\$118,066	\$145,312
Human Resources Assistant	302	181	\$49,754	\$59,704	\$69,655
Human Resources Business Partner	313	584	\$90,820	\$118,066	\$145,312
Human Resources Coordinator	304	316	\$53,813	\$67,267	\$80,720
Human Resources Representative	309	278	\$68,015	\$88,419	\$108,824
Human Resources Representative Sr	312	350	\$84,092	\$109,320	\$134,548
Human Resources Specialist	305	505	\$55,966	\$69,958	\$83,949
Human Resources Specialist Sr	307	608	\$60,533	\$77,179	\$93,826
Information Technology Services Coordinator	303	365	\$51,744	\$62,092	\$72,441
Inpatient Quality Coding Auditor	308	642	\$64,165	\$83,414	\$102,664
Intern	301	237	\$47,840	\$56,212	\$64,584
Investigator	308	979	\$64,165	\$83,414	\$102,664
Investigator Sr	310	553	\$72,096	\$93,724	\$115,353
ITS Administrator	311	63	\$77,863	\$101,222	\$124,581
ITS Administrator Sr	313	89	\$90,820	\$118,066	\$145,312
ITS Analyst	308	918	\$64,165	\$83,414	\$102,664
ITS Analyst Int	312	919	\$84,092	\$109,320	\$134,548
ITS Analyst Sr	314	920	\$99,902	\$129,872	\$159,843
ITS Architect II	315	921	\$109,892	\$142,859	\$175,827
ITS Architect III	316	922	\$120,881	\$157,145	\$193,410
ITS Architect IV	317	923	\$132,969	\$172,860	\$212,751
ITS Developer Advisor	315	924	\$109,892	\$142,859	\$175,827
ITS Product Manager	314	925	\$99,902	\$129,872	\$159,843
ITS Product Manager Sr	315	926	\$109,892	\$142,859	\$175,827
Kitchen Assistant	301	585	\$47,840	\$56,212	\$64,584
Licensed Clinical Social Worker	311	598	\$77,863	\$101,222	\$124,581
Litigation Support Specialist	310	588	\$72,096	\$93,724	\$115,353
LVN (PACE)	311	533	\$77,863	\$101,222	\$124,581
LVN Specialist	311	686	\$77,863	\$101,222	\$124,581
Mailroom Clerk	301	1	\$47,840	\$56,212	\$64,584
Manager Accounting	316	98	\$120,881	\$157,145	\$193,410
Manager Actuary	318	453	\$146,266	\$190,146	\$234,026
Manager Audit & Oversight	316	539	\$120,881	\$157,145	\$193,410
Manager Behavioral Health	315	633	\$109,892	\$142,859	\$175,827
Manager Business Integration	315	544	\$109,892	\$142,859	\$175,827
Manager Case Management	316	270	\$120,881	\$157,145	\$193,410
Manager Claims	315	92	\$109,892	\$142,859	\$175,827
Manager Clinic Operations	316	551	\$120,881	\$157,145	\$193,410
Manager Clinical Pharmacist	319	296	\$160,893	\$209,160	\$257,428
Manager Coding Quality	314	382	\$99,902	\$129,872	\$159,843



Annual Base Salary Schedule - Revised: March 7, 2024

To be implemented: March 10, 2024

Job Title	Pay Grade	Job Code	Min	Mid	Max
Manager Communications	314	398	\$99,902	\$129,872	\$159,843
Manager Community Relations	314	384	\$99,902	\$129,872	\$159,843
Manager Contracting	315	329	\$109,892	\$142,859	\$175,827
Manager Cultural & Linguistic	313	349	\$90,820	\$118,066	\$145,312
Manager Customer Service	313	94	\$90,820	\$118,066	\$145,312
Manager Electronic Business	314	422	\$99,902	\$129,872	\$159,843
Manager Encounters	314	516	\$99,902	\$129,872	\$159,843
Manager Environmental Health & Safety	314	495	\$99,902	\$129,872	\$159,843
Manager Finance	316	148	\$120,881	\$157,145	\$193,410
Manager Financial Analysis	316	356	\$120,881	\$157,145	\$193,410
Manager Government Affairs	314	437	\$99,902	\$129,872	\$159,843
Manager Grievance & Appeals	315	426	\$109,892	\$142,859	\$175,827
Manager Human Resources	315	526	\$109,892	\$142,859	\$175,827
Manager Information Technology Services	316	560	\$120,881	\$157,145	\$193,410
Manager Long Term Support Services	316	200	\$120,881	\$157,145	\$193,410
Manager Marketing & Enrollment (PACE)	314	414	\$99,902	\$129,872	\$159,843
Manager Member Liaison Program	313	354	\$90,820	\$118,066	\$145,312
Manager Member Outreach & Education	313	616	\$90,820	\$118,066	\$145,312
Manager MSSP	315	393	\$109,892	\$142,859	\$175,827
Manager OneCare Clinical	316	359	\$120,881	\$157,145	\$193,410
Manager OneCare Customer Service	313	429	\$90,820	\$118,066	\$145,312
Manager Outreach & Enrollment	313	477	\$90,820	\$118,066	\$145,312
Manager PACE Center	315	432	\$109,892	\$142,859	\$175,827
Manager Population Health Management	314	674	\$99,902	\$129,872	\$159,843
Manager Process Excellence	315	622	\$109,892	\$142,859	\$175,827
Manager Program Implementation	314	488	\$99,902	\$129,872	\$159,843
Manager Provider Data Management Services	313	653	\$90,820	\$118,066	\$145,312
Manager Provider Network	315	191	\$109,892	\$142,859	\$175,827
Manager Provider Relations	313	171	\$90,820	\$118,066	\$145,312
Manager Purchasing	315	275	\$109,892	\$142,859	\$175,827
Manager QI Initiatives	313	433	\$90,820	\$118,066	\$145,312
Manager Quality Analytics	314	617	\$99,902	\$129,872	\$159,843
Manager Quality Improvement	314	104	\$99,902	\$129,872	\$159,843
Manager Regulatory Affairs and Compliance	315	626	\$109,892	\$142,859	\$175,827
Manager Reporting & Financial Compliance	315	572	\$109,892	\$142,859	\$175,827
Manager Strategic Development	316	603	\$120,881	\$157,145	\$193,410
Manager Utilization Management	316	250	\$120,881	\$157,145	\$193,410
Marketing and Outreach Specialist	305	496	\$55,966	\$69,958	\$83,949
Marketing and Outreach Specialist Sr	308	980	\$64,165	\$83,414	\$102,664
Medical Assistant	302	535	\$49,754	\$59,704	\$69,655
Medical Authorization Asst	302	11	\$49,754	\$59,704	\$69,655
Medical Case Manager	313	72	\$90,820	\$118,066	\$145,312
Medical Case Manager (LVN)	311	444	\$77,863	\$101,222	\$124,581
* Medical Director	326	306	\$313,534	\$407,595	\$501,655
Medical Records & Health Plan Assistant	301	548	\$47,840	\$56,212	\$64,584



Annual Base Salary Schedule - Revised: March 7, 2024

To be implemented: March 10, 2024

Job Title	Pay Grade	Job Code	Min	Mid	Max
Medical Records Clerk	301	523	\$47,840	\$56,212	\$64,584
Medical Services Case Manager	307	54	\$60,533	\$77,179	\$93,826
Member Liaison Specialist	302	353	\$49,754	\$59,704	\$69,655
Member Liaison Specialist Sr	303	981	\$51,744	\$62,092	\$72,441
MMS Program Coordinator	306	360	\$58,205	\$74,211	\$90,217
Network Engineer	315	927	\$109,892	\$142,859	\$175,827
Network Engineer Principal	317	928	\$132,969	\$172,860	\$212,751
Network Engineer Sr	316	929	\$120,881	\$157,145	\$193,410
Nurse Practitioner (PACE)	316	635	\$120,881	\$157,145	\$193,410
Occupational Therapist	312	531	\$84,092	\$109,320	\$134,548
Occupational Therapist Assistant	308	623	\$64,165	\$83,414	\$102,664
Office Clerk	301	335	\$47,840	\$56,212	\$64,584
OneCare Operations Manager	315	461	\$109,892	\$142,859	\$175,827
OneCare Partner - Sales	305	230	\$55,966	\$69,958	\$83,949
OneCare Partner - Sales (Lead)	307	537	\$60,533	\$77,179	\$93,826
OneCare Partner - Service	301	231	\$47,840	\$56,212	\$64,584
OneCare Partner (Inside Sales)	303	371	\$51,744	\$62,092	\$72,441
Outreach Specialist	301	218	\$47,840	\$56,212	\$64,584
Paralegal/Legal Secretary	308	376	\$64,165	\$83,414	\$102,664
Payroll Specialist	304	554	\$53,813	\$67,267	\$80,720
Payroll Specialist Sr	306	688	\$58,205	\$74,211	\$90,217
Performance Analyst	308	538	\$64,165	\$83,414	\$102,664
Personal Care Attendant	301	485	\$47,840	\$56,212	\$64,584
Personal Care Attendant - Lead	302	498	\$49,754	\$59,704	\$69,655
Personal Care Coordinator	303	525	\$51,744	\$62,092	\$72,441
Personal Care Coordinator Sr	304	689	\$53,813	\$67,267	\$80,720
Pharmacy Resident	305	379	\$55,966	\$69,958	\$83,949
Pharmacy Services Specialist	301	23	\$47,840	\$56,212	\$64,584
Pharmacy Services Specialist Int	302	35	\$49,754	\$59,704	\$69,655
Pharmacy Services Specialist Sr	304	507	\$53,813	\$67,267	\$80,720
Physical Therapist	312	530	\$84,092	\$109,320	\$134,548
Physical Therapist Assistant	308	624	\$64,165	\$83,414	\$102,664
Policy Advisor Sr	312	580	\$84,092	\$109,320	\$134,548
Principal Financial Analyst	315	907	\$109,892	\$142,859	\$175,827
Privacy Manager	315	536	\$109,892	\$142,859	\$175,827
Privacy Officer	315	648	\$109,892	\$142,859	\$175,827
Process Excellence Manager I	307	930	\$60,533	\$77,179	\$93,826
Process Excellence Manager II	310	931	\$72,096	\$93,724	\$115,353
Process Excellence Manager III	313	932	\$90,820	\$118,066	\$145,312
Process Excellence Manager IV	315	933	\$109,892	\$142,859	\$175,827
Program Assistant	302	24	\$49,754	\$59,704	\$69,655
Program Coordinator	303	284	\$51,744	\$62,092	\$72,441
Program Development Analyst Sr	311	492	\$77,863	\$101,222	\$124,581
Program Manager	311	421	\$77,863	\$101,222	\$124,581
Program Manager Sr	313	594	\$90,820	\$118,066	\$145,312



Annual Base Salary Schedule - Revised: March 7, 2024

To be implemented: March 10, 2024

Job Title	Pay Grade	Job Code	Min	Mid	Max
Program Specialist	305	36	\$55,966	\$69,958	\$83,949
Program Specialist Int	307	61	\$60,533	\$77,179	\$93,826
Program Specialist Sr	309	508	\$68,015	\$88,419	\$108,824
Program/Policy Analyst	309	56	\$68,015	\$88,419	\$108,824
Program/Policy Analyst Sr	311	85	\$77,863	\$101,222	\$124,581
Programmer	310	43	\$72,096	\$93,724	\$115,353
Programmer Int	313	74	\$90,820	\$118,066	\$145,312
Programmer Sr	314	80	\$99,902	\$129,872	\$159,843
Project Manager I	308	934	\$64,165	\$83,414	\$102,664
Project Manager II	312	935	\$84,092	\$109,320	\$134,548
Project Manager III	315	936	\$109,892	\$142,859	\$175,827
Project Manager IV	316	937	\$120,881	\$157,145	\$193,410
Project Specialist	304	291	\$53,813	\$67,267	\$80,720
Provider Data Management Services Coordinator	303	12	\$51,744	\$62,092	\$72,441
Provider Data Management Services Coordinator Sr	305	586	\$55,966	\$69,958	\$83,949
Provider Enrollment Manager	306	190	\$58,205	\$74,211	\$90,217
Provider Network Rep Sr	308	391	\$64,165	\$83,414	\$102,664
Provider Network Specialist	307	44	\$60,533	\$77,179	\$93,826
Provider Network Specialist Sr	309	595	\$68,015	\$88,419	\$108,824
Provider Office Education Manager	307	300	\$60,533	\$77,179	\$93,826
Provider Relations Rep	306	205	\$58,205	\$74,211	\$90,217
Provider Relations Rep Sr	308	285	\$64,165	\$83,414	\$102,664
Publications Coordinator	306	293	\$58,205	\$74,211	\$90,217
QA Analyst	309	486	\$68,015	\$88,419	\$108,824
QA Analyst Sr	312	380	\$84,092	\$109,320	\$134,548
QA Test Automation Engineer	310	938	\$72,096	\$93,724	\$115,353
QA Test Automation Engineer Advisor	315	939	\$109,892	\$142,859	\$175,827
QA Test Automation Engineer Sr.	314	940	\$99,902	\$129,872	\$159,843
QI Nurse Specialist	313	82	\$90,820	\$118,066	\$145,312
QI Nurse Specialist (LVN)	312	445	\$84,092	\$109,320	\$134,548
Quality Improvement Specialist	309	982	\$68,015	\$88,419	\$108,824
Quality Improvement Specialist Sr	311	983	\$77,863	\$101,222	\$124,581
Receptionist	301	140	\$47,840	\$56,212	\$64,584
Records Manager	317	778	\$132,969	\$172,860	\$212,751
Recreational Therapist	306	487	\$58,205	\$74,211	\$90,217
Registered Dietitian	310	57	\$72,096	\$93,724	\$115,353
Regulatory Affairs and Compliance - Lead	311	630	\$77,863	\$101,222	\$124,581
Regulatory Affairs and Compliance Analyst	309	628	\$68,015	\$88,419	\$108,824
Regulatory Affairs and Compliance Analyst Sr	310	629	\$72,096	\$93,724	\$115,353
RN (PACE)	313	480	\$90,820	\$118,066	\$145,312

Security Officer	301	311	\$47,840	\$56,212	\$64,584
Service Desk Technician	304	571	\$53,813	\$67,267	\$80,720
Service Desk Technician Sr	305	573	\$55,966	\$69,958	\$83,949



Annual Base Salary Schedule - Revised: March 7, 2024

To be implemented: March 10, 2024

Job Title	Pay Grade	Job Code	Min	Mid	Max
SharePoint Developer/Administrator Sr	314	397	\$99,902	\$129,872	\$159,843
Social Worker	309	463	\$68,015	\$88,419	\$108,824
Social Worker Sr	310	690	\$72,096	\$93,724	\$115,353
Speech Therapist	312	941	\$84,092	\$109,320	\$134,548
* Sr Director	324	896	\$259,119	\$336,855	\$414,591
Sr Manager I	316	897	\$120,881	\$157,145	\$193,410
Sr Manager II	317	898	\$132,969	\$172,860	\$212,751
Sr Manager III	318	899	\$146,266	\$190,146	\$234,026
Sr Manager IV	319	900	\$160,893	\$209,160	\$257,428
Supervisor Accounting	314	434	\$99,902	\$129,872	\$159,843
Supervisor Audit and Oversight	313	618	\$90,820	\$118,066	\$145,312
Supervisor Behavioral Health	313	659	\$90,820	\$118,066	\$145,312
Supervisor Budgeting	314	466	\$99,902	\$129,872	\$159,843
Supervisor Case Management	315	86	\$109,892	\$142,859	\$175,827
Supervisor Claims	312	219	\$84,092	\$109,320	\$134,548
Supervisor Coding Initiatives	313	502	\$90,820	\$118,066	\$145,312
Supervisor Credentialing	308	671	\$64,165	\$83,414	\$102,664
Supervisor Customer Service	308	34	\$64,165	\$83,414	\$102,664
Supervisor Data Entry	306	192	\$58,205	\$74,211	\$90,217
Supervisor Day Center (PACE)	306	619	\$58,205	\$74,211	\$90,217
Supervisor Dietary Services (PACE)	312	643	\$84,092	\$109,320	\$134,548
Supervisor Encounters	307	253	\$60,533	\$77,179	\$93,826
Supervisor Facilities	310	162	\$72,096	\$93,724	\$115,353
Supervisor Finance	314	419	\$99,902	\$129,872	\$159,843
Supervisor Grievance and Appeals	312	620	\$84,092	\$109,320	\$134,548
Supervisor Information Technology Services	314	457	\$99,902	\$129,872	\$159,843
Supervisor Long Term Support Services	315	587	\$109,892	\$142,859	\$175,827
Supervisor Medical Assistant	306	984	\$58,205	\$74,211	\$90,217
Supervisor Member Outreach and Education	311	592	\$77,863	\$101,222	\$124,581
Supervisor MSSP	314	348	\$99,902	\$129,872	\$159,843
Supervisor Nursing Services (PACE)	315	662	\$109,892	\$142,859	\$175,827
Supervisor OneCare Customer Service	308	408	\$64,165	\$83,414	\$102,664
Supervisor Payroll	313	517	\$90,820	\$118,066	\$145,312
Supervisor Pharmacist	317	610	\$132,969	\$172,860	\$212,751
Supervisor Population Health Management	313	673	\$90,820	\$118,066	\$145,312
Supervisor Provider Data Management Services	311	439	\$77,863	\$101,222	\$124,581
Supervisor Provider Relations	312	652	\$84,092	\$109,320	\$134,548
Supervisor Quality Analytics	313	609	\$90,820	\$118,066	\$145,312
Supervisor Quality Improvement	313	600	\$90,820	\$118,066	\$145,312
Supervisor Regulatory Affairs and Compliance	313	627	\$90,820	\$118,066	\$145,312
Supervisor Social Work (PACE)	313	636	\$90,820	\$118,066	\$145,312
Supervisor Therapy Services (PACE)	314	645	\$99,902	\$129,872	\$159,843
Supervisor Utilization Management	315	637	\$109,892	\$142,859	\$175,827
Systems Operations Analyst	304	32	\$53,813	\$67,267	\$80,720
Systems Operations Analyst Int	307	45	\$60,533	\$77,179	\$93,826



Annual Base Salary Schedule - Revised: March 7, 2024

To be implemented: March 10, 2024

Job Title	Pay Grade	Job Code	Min	Mid	Max
Technical Analyst Int	309	64	\$68,015	\$88,419	\$108,824
Technical Analyst Sr	312	75	\$84,092	\$109,320	\$134,548
Technical Support Specialist Sr	307	942	\$60,533	\$77,179	\$93,826
Telephony Engineer	314	943	\$99,902	\$129,872	\$159,843
Telephony Engineer Sr	316	944	\$120,881	\$157,145	\$193,410
Therapy Aide	304	521	\$53,813	\$67,267	\$80,720
Training Administrator	308	621	\$64,165	\$83,414	\$102,664
Training Program Coordinator	306	471	\$58,205	\$74,211	\$90,217
Translation Specialist	305	241	\$55,966	\$69,958	\$83,949
Web Architect	314	366	\$99,902	\$129,872	\$159,843

* These positions are identified for the purposes of CalOptima Health Policy GA. 8042: Supplemental Compensation as Director level and above positions for which eligible employees may qualify for Employer-Paid Member Contribution.

** These positions are identified for the purposes of CalOptima Health Policy GA. 8042: Supplemental Compensation as Director level and above positions for which eligible employees may qualify for Employer-Paid Member Contribution and are also Chief or Executive Director level positions.



Policy: GA.8012
Title: **Conflicts of Interest**
Department: Human Resources
Section: Not Applicable

CEO Approval: /s/

Effective Date: 02/01/2000
Revised Date:

Applicable to: Medi-Cal
 OneCare
 PACE
 Administrative

1 **I. PURPOSE**

2
3 This policy establishes guidelines and standards for CalOptima Health Employees to avoid conflicts of
4 interest and incompatible outside activities.
5

6 **II. POLICY**

- 7
- 8 A. CalOptima Health Employees shall avoid anything that constitutes a real or apparent conflict
- 9 between their personal interests and the interests of CalOptima Health.
- 10
- 11 B. CalOptima Health Employees shall avoid conflicts of interest and shall adhere to applicable state
- 12 and federal laws and regulations, including, but not limited to:
- 13
- 14 1. California Government Code Section 81000 et seq., requiring all designated employees to
- 15 comply with the reporting requirements in CalOptima Health’s Conflict of Interest Code;
- 16
- 17 2. California Government Code Section 87100, prohibiting each CalOptima Health Employee
- 18 from making, participating in making or in any way attempting to use his or her official position
- 19 to influence a governmental decision in which he or she knows or has reason to know that he or
- 20 she has a financial interest;
- 21
- 22 3. California Government Code section 1090, prohibiting each CalOptima Health Employee from
- 23 being financially interested in any contract made by the employee in his or her official capacity,
- 24 and prohibiting each employee from being a purchaser at any sale or vendor at any purchase
- 25 made by him or her in his or her official capacity.
- 26
- 27 4. California Government Code section 1126, which prohibits each CalOptima Health Employee
- 28 from engaging in any employment, activity, or enterprise for compensation which is
- 29 inconsistent, incompatible, in conflict with, or inimical to his or her duties as a local agency
- 30 officer or employee or with the duties, functions, or responsibilities of CalOptima Health.
- 31
- 32 5. Title 42 of the United States Code section 1320-7b(b), prohibiting the knowing and willful
- 33 offer, payment, solicitation or receipt of incentives or remuneration (including any kickback,
- 34 bribe, or rebate) directly or indirectly, overtly or covertly, in cash or in kind, to induce the
- 35 referral of business reimbursable under the Medi-Cal or Medicare programs or to induce an
- 36 enrollee to use a particular practitioner, provider or supplier.

1 6. Title 42 of the Code of Federal Regulations section 460.68 regarding the disclosure and recusal
2 requirement of the governing board for direct or indirect interest in any contract that supplies
3 any administrative or care-related service or materials to PACE.
4

5 C. A conflict of interest exists in any situation in which an employee uses his or her position or
6 association with CalOptima Health for personal or financial gain. The following guidelines are used
7 to determine whether a real or apparent conflict of interest would exist.
8

- 9 1. *Avoidance of Unfair Competitive Advantage.* An employee's outside employment, consulting,
10 or other business activity outside CalOptima Health may not influence decisions made by
11 CalOptima Health in such a way as to give unfair competitive advantage to the employee's
12 outside business activity.
13
- 14 2. *Use of Privileged or Official Information.* The use of privileged or official information for
15 personal financial gain while employed with or after separating from employment is a type of
16 conflict of interest and is prohibited. Privileged or official information is information that is
17 known to an employee because of his or her employment with CalOptima Health but is not
18 available to the public. The information covered under this provision includes, but is not limited
19 to, personal health information (PHI), provider rates, personnel records, or proprietary
20 information.
21
- 22 3. *Protection of Information Not Yet in Public Domain.* A CalOptima Health Employee acting as
23 an independent consultant or as an employee of another organization may not use information,
24 skills or knowledge obtained as a result of CalOptima Health employment, that is material or
25 necessary to a current, in-progress, or proposed CalOptima Health project, that is proprietary to
26 CalOptima Health and that is not yet in the public domain.
27
- 28 4. *Noncompetition with CalOptima Health.* An employee's outside employment or consulting
29 activity must not compete with current or proposed CalOptima Health projects, programs or
30 initiatives.
31

32 D. CalOptima Health Employees shall not handle member or provider issues, applications, requests, or
33 cases on behalf of CalOptima Health for member(s) of the employee's own family or for personal
34 friends.
35

36 E. CalOptima Health Employees shall comply with the Code of Conduct and CalOptima Health
37 Policies AA.1204: Gifts, Honoraria, and Travel Payments and AA.1216: Solicitation and Receipt of
38 Gifts to CalOptima Health. Other than as permitted in CalOptima Health Policies, employees shall
39 not receive gratuity, rebates, kickbacks, accommodation, or other unlawful consideration from any
40 one provider, supplier, vendor, firm, or organization with whom CalOptima Health is currently
41 doing or could potentially do business with. It is the responsibility of the employee to return any gift
42 delivered to them and to notify the Clerk of the Board of such action.
43

44 F. CalOptima Health Employees shall be aware of what outside activities, investments, and/or
45 positions may conflict with or detract from their effectiveness in employment with CalOptima
46 Health and shall avoid such conflicts.
47

48 G. CalOptima Health Employees shall promptly disclose all potential, suspected, or actual conflicts of
49 interest to CalOptima Health's Human Resources Department (HR) and shall personally withdraw
50 from discussion, voting, or other decision-making process where an employee knows or has reason
51 to know the employee has a real or apparent conflict of interest.
52

1 H. Designated CalOptima Health Employees in those positions listed in the CalOptima Health Conflict
2 of Interest Code shall complete Statements of Economic Interests (FPPC Form 700) and a
3 CalOptima Health Supplement to Form 700 upon hire, annually, and upon termination of
4 employment. If an employee or an employee's immediate family member, as defined in the
5 Political Reform Act, has a financial or employment relationship with a current or potential
6 provider, supplier, vendor, consultant or member, the employee must disclose this fact in writing to
7 HR.
8

9 1. CalOptima Health Employees are prohibited from performing a second job that would create a
10 conflict of interest. Employees are required to promptly report any non-CalOptima Health job
11 positions that might be considered one of the situations described in Section II.H.2., on an
12 Employee Report of Outside Interest and/or Other Employment form provided by HR for
13 approval. Employees are to resubmit the Employee Report of Outside Interest and/or Other
14 Employment annually for subsequent approval. Employees are to notify HR when the approved
15 activity ends.
16

17 2. CalOptima Health employees shall not participate in any of the following activities without the
18 prior written approval of the Chief Executive Officer (or in the case of the Chief Executive
19 Officer, the Chair of the CalOptima Health Board of Directors):
20

- 21 a. Perform work or render services for any Contractor/Vendor/Provider, association of
22 Contractors/Vendors/Providers or other organizations with which CalOptima Health does
23 business or which seek to do business with CalOptima Health;
24
25 b. Perform work or hold a position with a job-related non-profit/charitable businesses or
26 organization;
27
28 c. Be a director, officer, or consultant of any Contractor/Vendor/Provider or association of
29 Contractors/Vendors/Providers or other organizations with which CalOptima Health does
30 business or which seek to do business with CalOptima Health; or
31
32 d. Permit his or her name to be used in any fashion that would tend to indicate a business
33 connection with any Contractor/Vendor/Provider or association of Contractors/Vendors/
34 Providers or other organizations with which CalOptima Health does business or which seek
35 to do business with CalOptima Health.
36

37 3. CalOptima Health Employees are prohibited from performing a second job during the same
38 hours or schedule as their position with CalOptima Health.
39

40 I. Employees may participate in the political process on their own time and at their own expense but
41 shall not give the impression that they are speaking on behalf of or representing CalOptima Health
42 in these activities.
43

44 J. As required in CalOptima Health's contract with the Department of Health Care Services (DHCS)
45 and applicable state and federal laws and regulations, CalOptima Health shall avoid conflicts of
46 interest in the employment of current and former state officers and employees.
47

48 K. Employees in Executive Staff positions shall not, for a period of twelve (12) months after leaving
49 that position or employment with CalOptima Health, act as an agent for, or otherwise represent, for
50 compensation, any other person, contractor, or organization, directly or indirectly, by negotiating,
51 servicing, or soliciting contracts with CalOptima Health.
52

- 1 L. To avoid conflicts of interests or potential conflicts of interests, employees performing audit
2 functions are precluded from auditing Health Networks (HNs) and or other contracted entities with
3 which they were previously employed. This preclusion can be waived with the approval of the
4 Executive Director of Network Operations in consultation with the Chief Compliance Officer and
5 the Health Network and or other contracted entity.
6
- 7 M. Failure to adhere to this Policy, including failure to promptly disclose any potential or actual
8 conflicts or seek an exception may result in corrective action, up to and including termination of
9 employment and/or legal action. Conflicts that violate state or federal laws may result in regulatory
10 or legal action, including possible fines and criminal prosecution.
11

12 III. PROCEDURE

13 A. HR shall:

- 14
- 15 1. Provide all new CalOptima Health Employees with a copy of this Policy and CalOptima
16 Health's Code of Conduct.
 - 17 2. Provide each designated CalOptima Health employee with a copy of the Conflict of Interest
18 Code and a link to the County of Orange's eDisclosure System to the Form 700 Statement of
19 Economic Interests, to complete when assuming office, annually, and upon termination of
20 employment. HR will also provide the Supplement to Form 700 upon hire and annually.
21
 - 22 3. Make the Employee Report of Outside Interest and/or Other Employment form available to all
23 CalOptima Health employees.
 - 24 4. Collect and review the completed Supplement to Form 700 forms and/or Employee Report of
25 Outside Interest and/or Other Employment Forms and obtain necessary approvals where
26 required.
27
 - 28 5. Not employ an individual holding a permanent or intermittent position in the State civil service
29 or other appointed State official or an individual who was employed within the previous one (1)
30 year as an appointee or civil service employee with DHCS, subject to certain exceptions which
31 employment determination shall be made in conjunction with the Compliance Department.
32

33 B. All CalOptima Health Employees shall:

- 34
- 35 1. Review and comply with this Policy, CalOptima Health's Code of Conduct, and the CalOptima
36 Health Employee Handbook;
37
 - 38 2. Avoid any actual or potential conflict between their personal interests and the interest of
39 CalOptima Health;
40
 - 41 3. Promptly report any job-related outside or personal positions or interests on the Employee
42 Report of Outside Interest and/or Other Employment form and submit such forms to HR.
43
 - 44 4. Not make, or participate in making, or in any way attempt to use his or her official position to
45 influence a governmental decision in which he or she knows or has reason to know he or she
46 has a financial interest.
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5. Not offer, pay, solicit or receive an incentive or remuneration (including any kickback, bribe, or rebate) directly or indirectly, overtly or covertly, in cash or in kind, to induce the referral of business reimbursable under the Medi-Cal or Medicare programs or to induce an enrollee to use a particular practitioner, provider or supplier.
 6. Promptly report any suspected or apparent violation of this Policy to CalOptima Health's HR Department with detailed information sufficient for HR to investigate the issue and cooperate with any subsequent investigation.
 7. CalOptima Health Employees unsure as to whether a certain transaction, activity, or relationship constitutes a conflict of interest should discuss it with their supervisor or HR for clarification.
 8. Upon being notified that an actual or apparent conflict exists, and an exception is not granted, the employee must promptly resolve the conflict by:
 - a. Terminating the outside activity;
 - b. Cooperating in reassignment, when appropriate or reasonable or;
 - c. Resigning from CalOptima Health.
- C. Designated CalOptima Health Employees in those positions listed in the CalOptima Health Conflict of Interest Code shall:
1. Upon assuming office, annually, and upon termination of employment, complete and submit a Statement of Economic Interests (FPPC Form 700) on the County of Orange eDisclosure system (<https://cob.ocgov.com/disclosure>); and
 2. Complete a Supplement to Form 700 upon hire and annually.

IV. ATTACHMENT(S)

- A. Conflict of Interest Code Exhibits A and B
- B. Supplement to Form 700
- C. Employee Report of Outside Interest and/or Other Employment Form

V. REFERENCE(S)

- A. California Government Code, §§1090 *et. seq.*
- B. California Government Code, §1126
- C. California Government Code, §§87206.3 and 87206.3(c)
- D. CalOptima Health Code of Conduct
- E. CalOptima Health Conflict of Interest Code
- F. CalOptima Health Contract with the Department of Health Care Services (DHCS)
- G. CalOptima Health Employee Handbook
- H. CalOptima Health Policy AA.1204: Gifts, Honoraria and Travel Payments
- I. CalOptima Health Policy AA.1216: Solicitation and Receipt of Gifts to CalOptima Health
- J. Political Reform Act, Government Code §§81000-91014
- K. Title 2, California Code of Regulations (C.C.R.), §§18730 *et seq.*
- L. Title 22, California Code of Regulations, §53600
- M. Title 42, United States Code, §§1320a-7b(b)
- N. Title 42, Code of Federal Regulations, §460.68

1 **VI. REGULATORY AGENCY APPROVAL(S)**

2 None to Date

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4
5 **VII. BOARD ACTION(S)**

Date	Meeting
01/08/2009	Regular Meeting of the CalOptima Board of Directors
05/04/2017	Regular Meeting of the CalOptima Board of Directors
02/07/2019	Regular Meeting of the CalOptima Board of Directors
12/03/2020	Regular Meeting of the CalOptima Board of Directors
09/01/2022	Regular Meeting of the CalOptima Health Board of Directors
12/01/2022	Regular Meeting of the CalOptima Health Board of Directors
05/04/2023	Regular Meeting of the CalOptima Health Board of Directors
12/07/2023	Regular Meeting of the CalOptima Health Board of Directors
<u>3/07/2023</u>	<u>Regular Meeting of the CalOptima Health Board of Directors</u>

7
8 **VIII. REVISION HISTORY**

Action	Date	Policy	Policy Title	Program(s)
Effective	02/01/2000	GA.8012	Conflicts of Interest	Administrative
Revised	07/01/2007	GA.8012	Conflicts of Interest	Administrative
Revised	05/04/2017	GA.8012	Conflicts of Interest	Administrative
Revised	02/07/2019	GA.8012	Conflicts of Interest	Administrative
Revised	12/03/2020	GA.8012	Conflicts of Interest	Administrative
Revised	09/01/2022	GA.8012	Conflicts of Interest	Administrative
Revised	12/01/2022	GA.8012	Conflicts of Interest	Administrative
Revised	05/04/2023	GA.8012	Conflicts of Interest	Administrative
Revised	12/07/2023	GA.8012	Conflicts of Interest	Administrative
<u>Revised</u>	<u>3/07/2024</u>	<u>GA.8012</u>	<u>Conflicts of Interest</u>	<u>Administrative</u>

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1 IX. GLOSSARY

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Term	Definition
CalOptima Health Employee(s)	For purposes of this policy, include, but are not limited to, all full-time and part-time regular CalOptima Health employees, all temporary employees, interns, CalOptima Health Board members, and applicable contractors and consultants.

3

For 20240307 BOD Review Only



Conflict of Interest Code EXHIBIT A

Approved ~~May 4, 2023~~ March 7, 2024, by
CalOptima Health Board of Directors

Entity: Other Misc. Authorities, Districts and Commissions

Agency: CalOptima Health

Position	Disclosure Category	Files With
Associate Director I	OC-41	COB
Associate Director II	OC-41	COB
Associate Director III	OC-41	COB
Associate Director IV	OC-41	COB
Buyer	OC-01	COB
Buyer, Int.	OC-01	COB
Buyer, Sr.	OC-01	COB
<u>Chief Administrative Officer</u>	<u>OC-01</u>	<u>COB</u>
Chief Compliance Officer	OC-01	COB
Chief Executive Officer	OC-01	COB
Chief Financial Officer	OC-01	COB
Chief Health Equity Officer	OC-01	COB
Chief Human Resources Officer	OC-01	COB
Chief Information Officer	OC-01	COB
Chief Medical Officer	OC-01	COB
Chief of Staff	OC-01	COB
Chief Operating Officer	OC-01	COB
Chief Strategy Officer	OC-01	COB
Clerk of the Board	OC-06	COB
Clinical Pharmacist	OC-20	COB
Consultant	OC-01	Agency
Contract Administrator	OC-06	COB
Contracts Manager	OC-06	COB
Contracts Manager, Sr.	OC-06	COB
Contracts Specialist	OC-06	COB
Contracts Specialist, Int.	OC-06	COB
Contracts Specialist, Sr.	OC-06	COB
Controller	OC-01	COB



Conflict of Interest Code EXHIBIT A

Approved ~~May 4, 2023~~ March 7, 2024, by
CalOptima Health Board of Directors

Position	Disclosure Category	Files With
Deputy Chief Medical Officer	OC-01	COB
Director I	OC-01	COB
Director II	OC-01	COB
Director III	OC-01	COB
Director IV	OC-01	COB
Enterprise Analytics Manager	OC-06	COB
Executive Director	OC-01	COB
Financial Analyst I	OC-01	COB
Financial Analyst II	OC-01	COB
Financial Analyst III	OC-01	COB
Financial Analyst IV	OC-01	COB
Financial Reporting Analyst	OC-01	COB
Litigation Support Specialist	OC-41	COB
Manager, Accounting	OC-01	COB
Manager, Actuary	OC-01	COB
Manager, Audit and Oversight	OC-01	COB
Manager, Behavioral Health	OC-41	COB
Manager, Business Integration	OC-06	COB
Manager, Case Management	OC-41	COB
Manager, Claims	OC-41	COB
Manager, Clinic Operations	OC-06	COB
Manager, Clinical Pharmacists	OC-20	COB
Manager, Coding Quality	OC-06	COB
Manager, Communications	OC-13	COB
Manager, Community Relations	OC-06	COB
Manager, Contracting	OC-41	COB
Manager, Cultural & Linguistics	OC-06	COB
Manager, Customer Service	OC-41	COB
Manager, Electronic Business	OC-06	COB
Manager, Encounters	OC-06	COB



Conflict of Interest Code EXHIBIT A

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CalOptima Health Board of Directors

Position	Disclosure Category	Files With
Manager, Environmental Health & Safety	OC-06	COB
Manager, Finance	OC-01	COB
Manager, Financial Analysis	OC-01	COB
Manager, Government Affairs	OC-41	COB
Manager, Grievance and Appeals	OC-41	COB
Manager, Human Resources	OC-11	COB
Manager, Information Technology Services	OC-08	COB
Manager, Long Term Support Services	OC-41	COB
Manager, Marketing and Enrollment (PACE)	OC-06	COB
Manager, Member Liaison Program	OC-41	COB
Manager, Member Outreach & Education	OC-41	COB
Manager, MSSP	OC-41	COB
Manager, OneCare Clinical	OC-41	COB
Manager, OneCare Customer Service	OC-41	COB
Manager, Outreach & Enrollment	OC-41	COB
Manager, PACE Center	OC-41	COB
Manager, Population Health Management	OC-41	COB
Manager, Process Excellence	OC-41	COB
Manager, Program Implementation	OC-06	COB
Manager, Provider Data Management Services	OC-41	COB
Manager, Provider Network	OC-41	COB
Manager, Provider Relations	OC-41	COB
Manager, Purchasing	OC-01	COB
Manager, QI Initiatives	OC-41	COB
Manager, Quality Analytics	OC-06	COB
Manager, Quality Improvement	OC-41	COB
Manager, Regulatory Affairs and Compliance	OC-41	COB
Manager, Reporting & Financial Compliance	OC-01	COB
Manager, Strategic Development	OC-41	COB
Manager, Utilization Management	OC-06	COB



Conflict of Interest Code EXHIBIT A

Approved ~~May 4, 2023~~ March 7, 2024, by
CalOptima Health Board of Directors

Position	Disclosure Category	Files With
Medical Case Manager	OC-41	COB
Medical Case Manager (LVN)	OC-41	COB
Medical Director	OC-01	COB
Medical Services Case Manager	OC-41	COB
Nurse Practitioner (PACE)	OC-41	COB
OneCare Operations Manager	OC-41	COB
Pharmacy Resident	OC-20	COB
Pharmacy Services Specialist	OC-20	COB
Pharmacy Services Specialist, Int.	OC-20	COB
Pharmacy Services Specialist, Sr.	OC-20	COB
Policy Advisor, Sr.	OC-41	COB
Principal Financial Analyst	OC-01	COB
Privacy Manager	OC-41	COB
Privacy Officer	OC-41	COB
Process Excellence Manager II	OC-41	COB
Process Excellence Manager III	OC-41	COB
Process Excellence Manager IV	OC-41	COB
Program Manager	OC-06	COB
Program Manager, Sr.	OC-06	COB
Project Manager II	OC-06	COB
Project Manager III	OC-06	COB
Project Manager IV	OC-06	COB
QI Nurse Specialist (RN or LVN)	OC-06	COB
Records Manager	OC-06	COB
Regulatory Affairs and Compliance Analyst	OC-41	COB
Regulatory Affairs and Compliance Analyst, Sr.	OC-41	COB
Regulatory Affairs and Compliance, Lead	OC-41	COB
RN (PACE)	OC-41	COB
Sr Director	OC-01	COB
Sr Manager I	OC-01	COB



Conflict of Interest Code EXHIBIT A

Approved ~~May 4, 2023~~ March 7, 2024, by
CalOptima Health Board of Directors

Position	Disclosure Category	Files With
Sr Manager II	OC-01	COB
Sr Manager III	OC-01	COB
Sr Manager IV	OC-01	COB
Supervisor, Accounting	OC-01	COB
Supervisor, Audit and Oversight	OC-01	COB
Supervisor, Behavioral Health	OC-41	COB
Supervisor, Budgeting	OC-01	COB
Supervisor, Case Management	OC-41	COB
Supervisor, Claims	OC-06	COB
Supervisor, Coding Initiatives	OC-06	COB
Supervisor, Credentialing	OC-41	COB
Supervisor, Customer Service	OC-06	COB
Supervisor, Data Entry	OC-06	COB
Supervisor, Day Center (PACE)	OC-06	COB
Supervisor, Dietary Services (PACE)	OC-41	COB
Supervisor, Encounters	OC-06	COB
Supervisor, Facilities	OC-41	COB
Supervisor, Finance	OC-01	COB
Supervisor, Grievance and Appeals	OC-41	COB
Supervisor, Information Technology Services	OC-08	COB
Supervisor, Long Term Support Services	OC-41	COB
Supervisor, Medical Assistant	OC-41	COB
Supervisor, Member Outreach and Education	OC-06	COB
Supervisor, MSSP	OC-06	COB
Supervisor, Nursing Services (PACE)	OC-41	COB
Supervisor, OneCare Customer Service	OC-06	COB
Supervisor, Payroll	OC-06	COB
Supervisor, Pharmacist	OC-20	COB
Supervisor, Population Health Management	OC-41	COB
Supervisor, Provider Data Management Services	OC-06	COB



Conflict of Interest Code EXHIBIT A

Approved ~~May 4, 2023~~ March 7, 2024, by
CalOptima Health Board of Directors

Position	Disclosure Category	Files With
Supervisor, Provider Relations	OC-41	COB
Supervisor, Quality Analytics	OC-06	COB
Supervisor, Quality Improvement	OC-41	COB
Supervisor, Regulatory Affairs and Compliance	OC-41	COB
Supervisor, Social Work (PACE)	OC-41	COB
Supervisor, Therapy Services (PACE)	OC-41	COB
Supervisor, Utilization Management	OC-06	COB

Total: 154

OFFICIALS WHO ARE SPECIFIED IN GOVERNMENT CODE SECTION 87200

Officials who are specified in Government Code section 87200 (including officials who manage public investments, as defined by 2 Cal. Code of Regs. § 18700.3 (b)), are NOT subject to the Agency’s Conflict of Interest Code but are subject to the disclosure requirements of the Political Reform Act, Government Code section 87100, et seq. Gov’t Code § 87203. These positions are listed here for informational purposes only.

The positions listed below are officials who are specified in Government Code section 87200:

Alternate Member of the Board of Directors	Files with	COB
Chief Executive Officer	Files with	COB
Chief Financial Officer	Files with	COB
Member of the Board of Directors	Files with	COB

The disclosure requirements for these positions are set forth in Government Code section 87200, et. seq. They require the disclosure of interests in real property in the agency’s jurisdiction, as well as investments, business positions and sources of income (including gifts, loans and travel payments).



Disclosure Descriptions

EXHIBIT B

Entity: Other Misc. Authorities, Districts and
Commissions Agency: CalOptima Health

Disclosure Category	Disclosure Description
87200 Filer	Form 87200 filers shall complete all schedules for Form 700 and disclose all reportable sources of income, interests in real property, investments and business positions in business entities, if applicable, pursuant to Government Code Section 87200 <i>et seq...</i>
OC-01	All interests in real property in Orange County, the authority or the District as applicable, as well as investments, business positions and sources of income (including gifts, loans and travel payments).
OC-06	All investments in, business positions with and income (including gifts, loans and travel payments) from sources that provide leased facilities and goods, supplies, equipment, vehicles, machinery or services (including training and consulting services) of the types used by the County Department, Authority or District, as applicable.
OC-08	All investments in, business positions with and income (including gifts, loans and travel payments) from sources that develop or provide computer hardware/software, voice data communications, or data processing goods, supplies, equipment, or services (including training and consulting services) used by the County Department, Authority or District, as applicable.
OC-11	All interests in real property in Orange County or located entirely or partly within the Authority or District boundaries as applicable, as well as investments in, business positions with and income (including gifts, loans and travel payments) from sources that are engaged in the supply of equipment related to recruitment, employment search & marketing, classification, training, or negotiation with personnel; employee benefits, and health and welfare benefits.
OC-13	All investments in, business positions with and income (including gifts, loans and travel payments) from sources that produce or provide promotional items for public outreach programs; present, facilitate, market or otherwise act as agent for media relations with regard to public relations; provide printing, copying, or mail services; or provide training for or development of customer service representatives.
OC-20	All investments in, business positions with and income (including gifts, loans and travel payments) from sources that provide pharmaceutical services, supplies, materials or equipment.

Disclosure Category	Disclosure Description
OC-30	<p>Consultants shall be included in the list of designated employees and shall disclose pursuant to the broadest category in the code subject to the following limitation: The County Department Head/Director/General Manager/Superintendent/etc. may determine that a particular consultant, although a “designated position,” is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements in this section. Such written determination shall include a description of the consultant’s duties and based upon that description, a statement of the extent of disclosure required. The determination of disclosure is a public record and shall be filed with the Form 700 and retained by the Filing Officer for public inspection.</p>
OC-41	<p>All interests in real property in Orange County, the District or Authority, as applicable, as well as investments in, business positions with and income (including gifts, loans and travel payments) from sources that provide services, supplies, materials, machinery, vehicles, or equipment (including training and consulting services) used by the County Department, Authority or District, as applicable.</p>

Grand Total: 9

Conflict of Interest Code EXHIBIT A



Approved March 7, 2024, by
CalOptima Health Board of Directors

Entity: Other Misc. Authorities, Districts and Commissions

Agency: CalOptima Health

Position	Disclosure Category	Files With
Associate Director I	OC-41	COB
Associate Director II	OC-41	COB
Buyer	OC-01	COB
Buyer, Int.	OC-01	COB
Buyer, Sr.	OC-01	COB
Chief Administrative Officer	OC-01	COB
Chief Compliance Officer	OC-01	COB
Chief Executive Officer	OC-01	COB
Chief Financial Officer	OC-01	COB
Chief Health Equity Officer	OC-01	COB
Chief Human Resources Officer	OC-01	COB
Chief Information Officer	OC-01	COB
Chief Medical Officer	OC-01	COB
Chief of Staff	OC-01	COB
Chief Operating Officer	OC-01	COB
Clerk of the Board	OC-06	COB
Clinical Pharmacist	OC-20	COB
Consultant	OC-01	Agency
Contract Administrator	OC-06	COB
Contracts Manager	OC-06	COB
Contracts Manager, Sr.	OC-06	COB
Contracts Specialist	OC-06	COB
Contracts Specialist, Int.	OC-06	COB
Contracts Specialist, Sr.	OC-06	COB
Controller	OC-01	COB
Deputy Chief Medical Officer	OC-01	COB
Director I	OC-01	COB
Director II	OC-01	COB



Conflict of Interest Code EXHIBIT A

Approved March 7, 2024, by
CalOptima Health Board of Directors

Position	Disclosure Category	Files With
Director III	OC-01	COB
Director IV	OC-01	COB
Enterprise Analytics Manager	OC-06	COB
Executive Director	OC-01	COB
Financial Analyst I	OC-01	COB
Financial Analyst II	OC-01	COB
Financial Analyst III	OC-01	COB
Financial Analyst IV	OC-01	COB
Financial Reporting Analyst	OC-01	COB
Litigation Support Specialist	OC-41	COB
Manager, Accounting	OC-01	COB
Manager, Actuary	OC-01	COB
Manager, Audit and Oversight	OC-01	COB
Manager, Behavioral Health	OC-41	COB
Manager, Business Integration	OC-06	COB
Manager, Case Management	OC-41	COB
Manager, Claims	OC-41	COB
Manager, Clinic Operations	OC-06	COB
Manager, Clinical Pharmacists	OC-20	COB
Manager, Coding Quality	OC-06	COB
Manager, Communications	OC-13	COB
Manager, Community Relations	OC-06	COB
Manager, Contracting	OC-41	COB
Manager, Cultural & Linguistics	OC-06	COB
Manager, Customer Service	OC-41	COB
Manager, Electronic Business	OC-06	COB
Manager, Encounters	OC-06	COB
Manager, Environmental Health & Safety	OC-06	COB
Manager, Finance	OC-01	COB
Manager, Financial Analysis	OC-01	COB



Conflict of Interest Code EXHIBIT A

Approved March 7, 2024, by
CalOptima Health Board of Directors

Position	Disclosure Category	Files With
Manager, Government Affairs	OC-41	COB
Manager, Grievance and Appeals	OC-41	COB
Manager, Human Resources	OC-11	COB
Manager, Information Technology Services	OC-08	COB
Manager, Long Term Support Services	OC-41	COB
Manager, Marketing and Enrollment (PACE)	OC-06	COB
Manager, Member Liaison Program	OC-41	COB
Manager, Member Outreach & Education	OC-41	COB
Manager, MSSP	OC-41	COB
Manager, OneCare Clinical	OC-41	COB
Manager, OneCare Customer Service	OC-41	COB
Manager, Outreach & Enrollment	OC-41	COB
Manager, PACE Center	OC-41	COB
Manager, Population Health Management	OC-41	COB
Manager, Process Excellence	OC-41	COB
Manager, Program Implementation	OC-06	COB
Manager, Provider Data Management Services	OC-41	COB
Manager, Provider Network	OC-41	COB
Manager, Provider Relations	OC-41	COB
Manager, Purchasing	OC-01	COB
Manager, QI Initiatives	OC-41	COB
Manager, Quality Analytics	OC-06	COB
Manager, Quality Improvement	OC-41	COB
Manager, Regulatory Affairs and Compliance	OC-41	COB
Manager, Reporting & Financial Compliance	OC-01	COB
Manager, Strategic Development	OC-41	COB
Manager, Utilization Management	OC-06	COB
Medical Case Manager	OC-41	COB
Medical Case Manager (LVN)	OC-41	COB
Medical Director	OC-01	COB



Conflict of Interest Code EXHIBIT A

Approved March 7, 2024, by
CalOptima Health Board of Directors

Position	Disclosure Category	Files With
Medical Services Case Manager	OC-41	COB
Nurse Practitioner (PACE)	OC-41	COB
OneCare Operations Manager	OC-41	COB
Pharmacy Resident	OC-20	COB
Pharmacy Services Specialist	OC-20	COB
Pharmacy Services Specialist, Int.	OC-20	COB
Pharmacy Services Specialist, Sr.	OC-20	COB
Policy Advisor, Sr.	OC-41	COB
Principal Financial Analyst	OC-01	COB
Privacy Manager	OC-41	COB
Privacy Officer	OC-41	COB
Process Excellence Manager II	OC-41	COB
Process Excellence Manager III	OC-41	COB
Process Excellence Manager IV	OC-41	COB
Program Manager	OC-06	COB
Program Manager, Sr.	OC-06	COB
Project Manager II	OC-06	COB
Project Manager III	OC-06	COB
Project Manager IV	OC-06	COB
QI Nurse Specialist (RN or LVN)	OC-06	COB
Records Manager	OC-06	COB
Regulatory Affairs and Compliance Analyst	OC-41	COB
Regulatory Affairs and Compliance Analyst, Sr.	OC-41	COB
Regulatory Affairs and Compliance, Lead	OC-41	COB
RN (PACE)	OC-41	COB
Sr Director	OC-01	COB
Sr Manager I	OC-01	COB
Sr Manager II	OC-01	COB
Sr Manager III	OC-01	COB
Sr Manager IV	OC-01	COB



Conflict of Interest Code EXHIBIT A

Approved March 7, 2024, by
CalOptima Health Board of Directors

Position	Disclosure Category	Files With
Supervisor, Accounting	OC-01	COB
Supervisor, Audit and Oversight	OC-01	COB
Supervisor, Behavioral Health	OC-41	COB
Supervisor, Budgeting	OC-01	COB
Supervisor, Case Management	OC-41	COB
Supervisor, Claims	OC-06	COB
Supervisor, Coding Initiatives	OC-06	COB
Supervisor, Credentialing	OC-41	COB
Supervisor, Customer Service	OC-06	COB
Supervisor, Data Entry	OC-06	COB
Supervisor, Day Center (PACE)	OC-06	COB
Supervisor, Dietary Services (PACE)	OC-41	COB
Supervisor, Encounters	OC-06	COB
Supervisor, Facilities	OC-41	COB
Supervisor, Finance	OC-01	COB
Supervisor, Grievance and Appeals	OC-41	COB
Supervisor, Information Technology Services	OC-08	COB
Supervisor, Long Term Support Services	OC-41	COB
Supervisor, Medical Assistant	OC-41	COB
Supervisor, Member Outreach and Education	OC-06	COB
Supervisor, MSSP	OC-06	COB
Supervisor, Nursing Services (PACE)	OC-41	COB
Supervisor, OneCare Customer Service	OC-06	COB
Supervisor, Payroll	OC-06	COB
Supervisor, Pharmacist	OC-20	COB
Supervisor, Population Health Management	OC-41	COB
Supervisor, Provider Data Management Services	OC-06	COB
Supervisor, Provider Relations	OC-41	COB
Supervisor, Quality Analytics	OC-06	COB
Supervisor, Quality Improvement	OC-41	COB



Conflict of Interest Code EXHIBIT A

Approved March 7, 2024, by
CalOptima Health Board of Directors

Position	Disclosure Category	Files With
Supervisor, Regulatory Affairs and Compliance	OC-41	COB
Supervisor, Social Work (PACE)	OC-41	COB
Supervisor, Therapy Services (PACE)	OC-41	COB
Supervisor, Utilization Management	OC-06	COB

Total: 154

OFFICIALS WHO ARE SPECIFIED IN GOVERNMENT CODE SECTION 87200

Officials who are specified in Government Code section 87200 (including officials who manage public investments, as defined by 2 Cal. Code of Regs. § 18700.3 (b)), are NOT subject to the Agency’s Conflict of Interest Code but are subject to the disclosure requirements of the Political Reform Act, Government Code section 87100, et seq. Gov’t Code § 87203. These positions are listed here for informational purposes only.

The positions listed below are officials who are specified in Government Code section 87200:

Alternate Member of the Board of Directors	Files with	COB
Chief Executive Officer	Files with	COB
Chief Financial Officer	Files with	COB
Member of the Board of Directors	Files with	COB

The disclosure requirements for these positions are set forth in Government Code section 87200, et. seq. They require the disclosure of interests in real property in the agency’s jurisdiction, as well as investments, business positions and sources of income (including gifts, loans and travel payments).



Disclosure Descriptions EXHIBIT B

Entity: Other Misc. Authorities, Districts and
Commissions Agency: CalOptima Health

Disclosure Category	Disclosure Description
87200 Filer	Form 87200 filers shall complete all schedules for Form 700 and disclose all reportable sources of income, interests in real property, investments and business positions in business entities, if applicable, pursuant to Government Code Section 87200 <i>et seq...</i>
OC-01	All interests in real property in Orange County, the authority or the District as applicable, as well as investments, business positions and sources of income (including gifts, loans and travel payments).
OC-06	All investments in, business positions with and income (including gifts, loans and travel payments) from sources that provide leased facilities and goods, supplies, equipment, vehicles, machinery or services (including training and consulting services) of the types used by the County Department, Authority or District, as applicable.
OC-08	All investments in, business positions with and income (including gifts, loans and travel payments) from sources that develop or provide computer hardware/software, voice data communications, or data processing goods, supplies, equipment, or services (including training and consulting services) used by the County Department, Authority or District, as applicable.
OC-11	All interests in real property in Orange County or located entirely or partly within the Authority or District boundaries as applicable, as well as investments in, business positions with and income (including gifts, loans and travel payments) from sources that are engaged in the supply of equipment related to recruitment, employment search & marketing, classification, training, or negotiation with personnel; employee benefits, and health and welfare benefits.
OC-13	All investments in, business positions with and income (including gifts, loans and travel payments) from sources that produce or provide promotional items for public outreach programs; present, facilitate, market or otherwise act as agent for media relations with regard to public relations; provide printing, copying, or mail services; or provide training for or development of customer service representatives.
OC-20	All investments in, business positions with and income (including gifts, loans and travel payments) from sources that provide pharmaceutical services, supplies, materials or equipment.

Disclosure Category	Disclosure Description
OC-30	Consultants shall be included in the list of designated employees and shall disclose pursuant to the broadest category in the code subject to the following limitation: The County Department Head/Director/General Manager/Superintendent/etc. may determine that a particular consultant, although a “designated position,” is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements in this section. Such written determination shall include a description of the consultant’s duties and based upon that description, a statement of the extent of disclosure required. The determination of disclosure is a public record and shall be filed with the Form 700 and retained by the Filing Officer for public inspection.
OC-41	All interests in real property in Orange County, the District or Authority, as applicable, as well as investments in, business positions with and income (including gifts, loans and travel payments) from sources that provide services, supplies, materials, machinery, vehicles, or equipment (including training and consulting services) used by the County Department, Authority or District, as applicable.

Grand Total: 9

SUPPLEMENT TO FORM

700 CALOPTIMA HEALTH

Please print:

Name: _____

The purpose of this disclosure form is to ensure that decisions are in the best interest of CalOptima Health and that no individual achieves personal gain because of his / her position with or without knowledge of CalOptima Health.

Please complete the following:

1. Are you or anyone in your family a director, officer, employee or owner in any business or entity (e.g., bank, real estate brokerage firm, consulting firm, construction company, insurance broker, architectural, law firm, medical group, etc.) which has done business in the past 12 months with CalOptima Health, or currently is or contemplates doing business with CalOptima Health in the next 12 months? _____(yes or no)

Entity for these purposes includes any for profit, non-profit or public entity. *If yes, please disclose at end*

Please explain your relationship with such business or entity and the transaction with CalOptima Health.

2. Are there any circumstances or other matters of a personal or family nature, direct or indirect, which could conflict with the interests of CalOptima Health _____(yes or no) *If yes, please disclose at end.*
3. Disclose any other activities which you or anyone in your family are engaging in, or are considering engaging in, which may be deemed by CalOptima Health’s management or Board to present a potential conflict of interest.

Signature

Date

Please disclose any information here:

(Please attach additional sheets if needed)



Employee Report of Outside Interest and/or Other Employment

Employees are required to submit this form to Human Resources for determination of any outside interest(s) they may have which could be perceived as a potential conflict of interest with their employment with CalOptima Health. It is understood that not all personal outside interest(s) which may interact with and/or relate to CalOptima Health employment constitute a conflict of interest. By reporting any such related outside interest(s), it is hoped that any potential conflict may be avoided.

Name _____ Position _____

Department _____ Supervisor _____

A) Other Job / Position:

Place of Employment _____

Location/Address _____

Hours/Schedule _____

B) Outside Interest: Describe the nature of your association/position in which you have an outside interest, which may have a real or perceived connection, influence or interaction with your employment/position at CalOptima Health:

Explain any actions/precautions that you will take to avoid any conflict of interest with your CalOptima Health employment:

I understand that it is my responsibility to ensure there are no conflicts of interest with my CalOptima Health employment. If approved, I will notify Human Resources when the outside activity ends and for ongoing activities will resubmit this form annually for reapproval:

Employee Name (please print): _____

Employee signature: _____ **Date** _____

Approved by:

Manager/Executive: _____ **Date** _____

Compliance: _____ **Date** _____

Human Resources: _____ **Date** _____

Legal (if necessary): _____ **Date** _____

Additional Comments:

This form must be typed. Signatures need to be in blue or black ink.

CALOPTIMA HEALTH BOARD ACTION AGENDA REFERRAL

Action To Be Taken March 7, 2024

Regular Meeting of the CalOptima Health Board of Directors

Report Item

11. Approve Request to Modify Provider Workforce Development Initiative Allocations

Contact

Donna Laverdiere, Executive Director, Strategic Development, (714)-986-6981

Recommended Actions

Authorize an increase to the Provider Workforce Development Initiative Allocation from \$10 million to \$25 million for educational investments to increase the supply of health care professionals from the \$50 million restricted CalOptima Health Provider Workforce Development Fund, accounting for the high volume of funding applications received.

Background

In June of 2023, the CalOptima Health Board of Directors (Board) approved the \$50 million Provider Workforce Development Fund. The goals of the investment focus on identifying and addressing shortages and gaps in the Orange County health care workforce that serves the Medi-Cal population, including physicians, increasing the diversity of the health care workforce, and providing economic support to allow individuals to pursue a career in health care in service to CalOptima Health members in Orange County.

CalOptima Health performed stakeholder engagement, data analysis, and a review of research and best practices and proposed five initiatives in December 2023. These five initiatives were approved by the Board as outlined below.

	Proposed Initiative	Funding Type	Description
1	Grants to Educational Institutions to Increase Supply of Health Care Professionals (non-physician)	Competitive Grant	Grants for health professional program expansion and financial support for students.
2	Workforce Training & Development Innovation Fund	Competitive Grant	Grants for innovative cross-sector partnerships supporting workforce training, upskilling, and employment pathways. <i>Notice of funding opportunity currently in development.</i>
3	Physician Recruitment Incentive Program	Incentive Program – Application process	Incentive payments for recruitment of providers to existing practices to close network gaps - \$125,000 for primary care and \$150,000 for specialty (includes psychiatry).

	Proposed Initiative	Funding Type	Description
4	Physician Loan Repayment Program	Loan Repayment Program – Application process	Loan repayment awards of up to \$5,000 per month for 36 months (\$180,000 total), to eligible primary care specialties, including family medicine, internal medicine, obstetrics/gynecology, pediatrics, psychiatry, and specific specialty gaps.
5	Orange County Health Care Workforce Development Collaborative	Stakeholder Collaborative	Collaborative to bring together educational institutions, provider organizations, and county workforce development organizations to design and develop joint programs to increase the health care workforce.

CalOptima Health requested an initial allocation of up to \$10 million to fund the first grant initiative for educational investments to increase the supply of health care professionals serving CalOptima Health members in Orange County. The Board approved an initial allocation of up to \$10 million for the first grant funding opportunity out of the total \$50 million Provider Workforce Development Program.

Discussion

In December 2023, CalOptima Health released the first notice of funding opportunity for up to \$10 million for investments related to increasing the supply of health professionals serving CalOptima Health members. CalOptima Health hosted a bidder’s conference to describe participation requirements and provided an opportunity for questions and answers. Interested grant bidders submitted applications from December 15, 2023, through January 31, 2024.

CalOptima Health received an overwhelming response and interest in the first round of grant funding. In total, CalOptima Health received 30 applications with a total requested amount of \$96.5 million. The wide range of applications spanned workforce shortage professions and proposed innovative and comprehensive solutions to addressing the affordability of education, supports for students completing their education, targeted recruitment efforts to increase participation by underrepresented groups, and investments in career opportunities for health professionals entering the workforce. This overwhelming response to the funding opportunity provides insight into the size and scope of the workforce development needs that exist in Orange County. The applications received are summarized below.

Workforce Shortage Area	Number of Applications	Total Grant Funds Requested
Nursing	6	\$39,854,986
Varied Professions	9	\$25,562,703
Behavioral Health	10	\$14,729,363
Allied Health	4	\$10,712,873
Primary Care	1	\$5,684,162
Total	30	\$96,544,087

Based on the applications listed above, CalOptima Health identified a greater need for grant investments in education to increase the pipeline of students seeking health professions in Orange County. For example, these applications identified the opportunity for nearly \$40 million in investment in the nursing

professions alone.

CalOptima Health conducted a competitive scoring process for all grant applications received based on the published grant review criteria. Based on the overwhelming interest in the first grant initiative, CalOptima Health recommends an increased allocation for the first round of grants of \$15 million in addition to the initial \$10 million allocation requested, for a total allocation of \$25 million. This increased investment will allow additional grant awards to be provided to the top scoring applicants. In addition, CalOptima Health may request grantees that requested more than \$5 million for a single grant program to consider other funding sources to augment their proposed programs in order to spread the funds across more grantees and health professions.

Based on the increased allocation request of \$15 million for a revised total of \$25 million for the first round of grants, CalOptima Health will need to proportionately reduce investments in the remaining four initiatives for the Provider Workforce Development program approved by the Board in December 2023.

Staff will provide oversight of the grants pursuant to AA.1400p: Grants Management and will return to the Board to provide updates on the status of the initiative.

Fiscal Impact

The recommended action has no additional fiscal impact. A previous Board action on June 1, 2023, created a restricted CalOptima Health Provider Workforce Development Fund in an amount not to exceed \$50 million over five years. If approved, this action will increase the allocation of funds for the first round of grants to educational institutions to increase supply of health care professionals from up to \$10 million to up to \$25 million. This increased allocation will reduce the total funds available for allocation to the remaining four initiatives to \$25 million, in aggregate.

CalOptima Health reserves the right to recoup funds for lack of demonstrated effort or meeting grant commitments.

Rationale for Recommendation

Approval of the \$15 million increased allocation for educational investments (from the \$50 million total Workforce Development Fund) for a total of \$25 million will enable CalOptima Health to make additional grant awards to help increase the supply of health care professionals serving CalOptima Health members in Orange County.

Concurrence

James Novello, Outside General Counsel, Kennaday Leavitt

Attachments

1. Previous Board Action December 7, 2023, “Approve Actions Related to the Workforce Development Strategic Priority.”
2. Previous Board Action June 1, 2023, “Authorize the Creation of a CalOptima Health Provider Workforce Development Reserve Fund.”

Board Actions

Board Meeting Dates	Action	Term	Not to Exceed Amount
December 7, 2023	Approve Actions Related to the Workforce Development Strategic Priority	N/A	\$10 million
June 1, 2023	Authorize the Creation of a CalOptima Health Provider Workforce Development Reserve Fund	5 Years	\$50 million

/s/ Michael Hunn
Authorized Signature

03/01/2024
Date

CALOPTIMA HEALTH BOARD ACTION AGENDA REFERRAL

Action To Be Taken December 7, 2023

Regular Meeting of the CalOptima Health Board of Directors

Report Item

22. Approve Actions Related to the Workforce Development Strategic Priority

Contacts

Donna Laverdiere, Executive Director, Strategic Development, (714)-986-6981

Yunkyung Kim, Chief Operating Officer, (714)-923-8834

Recommended Actions

1. Approve the proposed program pillars for Provider Workforce Development initiative as:
 - a. Educational Investments to Increase Supply of Health Care Professionals.
 - b. Workforce Training & Development Innovation Fund.
 - c. Physician Recruitment Incentive Program.
 - d. Physician Loan Repayment Program.
 - e. Orange County Health Care Workforce Development Collaborative.
2. Authorize the Chief Executive Officer, or designee, to issue an initial notice of funding opportunity for Educational Investments to Increase Supply of Health Care Professionals.
3. Authorize from the \$50 million restricted CalOptima Health Provider Workforce Development Fund an allocation of up to \$10 million to fund the grant agreements.
4. Make a finding that such expenditures are for a public purpose and in furtherance of CalOptima Health's mission and purpose.

Background

In June of 2022, the CalOptima Health Board of Directors (Board) adopted the Strategic and Tactical Priorities for 2022-2025. The strategic priority areas and tactical priorities serve as the roadmap for strategic growth and funding allocations that support CalOptima Health's mission and vision. One strategic priority adopted by the Board was Future Growth, which includes the Member Access to Quality Care tactical priority. The \$50 million Provider Workforce Development initiative, approved by the Board in June of 2023, supports the Member Access to Quality Care tactical priority among others.

Further, the goals of the initiative focus on identifying and addressing shortages and gaps in the Orange County health care workforce that serves the Medi-Cal population, including physicians; increasing the diversity of the health care workforce; and providing economic support to allow individuals to pursue a career in health care in service to CalOptima Health members in Orange County.

Discussion

As part of Workforce Development Initiative development, CalOptima Health sought input from community stakeholders, including educational institutions, providers, and community organizations. CalOptima Health sought feedback on several existing meetings and forums including the Member and Provider Advisory Committee, the monthly Health Network Forum, and other provider meetings.

CalOptima Health also hosted three public listening sessions with broad stakeholder attendance. Each listening session focused on a key stakeholder group: educational institutions, provider organizations, and community organizations. Stakeholders shared information on the barriers they have observed that drive the shortages in health care providers and health professionals in Orange County. Approximately 110 attendees participated in the listening sessions. Based on all outreach, CalOptima Health developed four categories of feedback that informed the areas targeted within this initiative.

1. Overall Healthcare Workforce Shortages

Healthcare workforce shortages and gap areas identified by provider and community partners in these meetings as well as through CalOptima Health provider network data include:

- Primary care (including physicians, physician assistants, and nurse practitioners).
- Nurses.
- Behavioral health professionals.
- Specialty care professionals specifically in the specialty areas of anesthesiology, cardiology, dermatology, endocrinology, gastroenterology, neurology, plastics, psychiatry, pulmonology, rheumatology, urology, and pediatric specialties.
- Allied health professionals.

2. Educational Institutions

Educational institutions shared their perspectives on the challenges they face in increasing the pipeline of students seeking health professions. Stakeholders indicated that there is no shortage of students who are interested in entering health professions in Orange County. The barriers to an increased pipeline of students are related more to available slots in existing programs and affordability of higher education. Barriers to increasing the number of slots in existing programs include a shortage of clinical rotation placements and a shortage of clinical faculty.

3. Provider Organizations

Provider organizations shared their perspectives on the challenges they face with recruitment and retention as well as the key workforce shortages in their systems. They cited competition for talent as well as high cost of living, burnout, and physician retirements as key challenges. In addition, comparatively lower reimbursement for Medi-Cal services can result in access barriers for CalOptima Health members.

4. Community Organizations

Community organizations shared broad feedback on the challenges they observe in Orange County related to health care workforce needs and shortages as well as their perspectives on how to increase diversity in the workforce. In every community stakeholder forum, behavioral health shortages and wait times were cited as a critical shortage area. In addition, stakeholders indicated the opportunities that exist within the community health worker workforce, the need for expanded access to culturally competent care and support, shortages of care coordinators/navigators, and emerging challenges due to growth in the aging population. In terms of increasing diversity of the health care workforce, key barriers cited include affordability of educational opportunities, the need for enhanced wraparound supports, internships and mentorships, and the need to connect community members to assistance and resources available in the community.

Proposed Program Initiatives

Based on stakeholder engagement, data analysis, and a review of research and best practices, CalOptima Health proposes a set of five initiatives for Provider Workforce Development Reserve Fund investment that address several of the key barriers to health care workforce expansion and retention in Orange County. CalOptima Health staff request an initial allocation of up to \$10 million from the Workforce Development Fund for the first competitive grant program, as outlined in the table below.

	Proposed Initiative	Funding Type	Description
1	Grants to Educational Institutions to Increase Supply of Health Care Professionals (non-physician)	Competitive Grant	Grants for health professional program expansion and financial support for students. <i>Notice of funding opportunity for Board approval.</i>
2	Workforce Training & Development Innovation Fund	Competitive Grant	Grants for innovative cross-sector partnerships supporting workforce training, upskilling, and employment pathways. <i>Notice of funding opportunity currently in development.</i>
3	Physician Recruitment Incentive Program	Incentive Program – Application process	Incentive payments for recruitment of providers to existing practices to close network gaps - \$125,000 for primary care and \$150,000 for specialty (includes psychiatry).
4	Physician Loan Repayment Program	Loan Repayment Program – Application process	Loan repayment awards of up to \$5,000 per month for 36 months (\$180,000 total), to eligible primary care specialties, including family medicine, internal medicine, obstetrics/gynecology, pediatrics, and psychiatry and specific specialty gaps.
5	Orange County Health Care Workforce Development Collaborative	Stakeholder Collaborative	Collaborative to bring together educational institutions, provider organizations, and county workforce development organizations to design and develop joint programs to increase the health care workforce.

Notice of Funding Opportunity for Educational Institutions to Increase Supply of Health Care Professionals

As noted above, there are two competitive grant opportunities proposed under the Workforce Development Initiative. CalOptima Health staff is seeking approval of up to \$10 million for the first grant program under the outlined priority areas above for educational institutions to support investments in program expansion and student financial support.

Eligible applicants for grant funding under this opportunity would be educational institutions or partnerships among educational institutions and provider or community organizations. Potential activities that would be considered for funding under this opportunity include but are not limited to:

- Pipeline programs from high school into higher education with commitment to serve Orange County.
- Stipend programs with a commitment to serve Orange County.
- Funding to expand existing health care higher education programs to additional cohorts.
- Investments to expand clinical rotations to a greater number of students.
- Investments to develop and recruit faculty among health professions, including nurse educators, and others.

Potential types of programs that would be eligible for funding include, but are not limited to, nursing, allied health, and behavioral health. Future grant initiatives will be announced that focus on additional areas.

The notice of funding opportunity for this first round of competitive grants will be released on December 15, 2023. The application deadline for grant applications will be January 31, 2024. Awardees under the first round of grants will be presented for Board approval at the March 7, 2024 meeting of the Board, with grant awards planned for March 8, 2024 if approved.

Staff anticipates bringing an agenda item to the Board for review in April 2024 to approve the second round of competitive grants that will focus on the second identified priority initiative, Workforce Training & Development Innovation Fund.

Grants Management and Oversight

Staff will release each notice of funding opportunity in accordance with the CalOptima Health Policy AA.1400: Grants Management. Staff will return to the Board to request review and approval of recommended grantees. Specific milestones and reporting requirements and timelines will be developed as part of the grant award process.

Fiscal Impact

The recommended action has no additional fiscal impact. A previous Board action on June 1, 2023, created a restricted CalOptima Health Provider Workforce Development Fund in an amount not to exceed \$50 million over five years. An allocation of up to \$10 million from this restricted fund will support the recommended action.

Rationale for Recommendation

Approval of the proposed actions and the up to \$10 million allocation from the \$50 million total Workforce Development Fund will enable CalOptima Health to make investments to grow the health care workforce in Orange County to better serve CalOptima Health members.

Concurrence

James Novello, Outside General Counsel, Kennaday Leavitt

Attachments

1. Previous Board Action June 2, 2022, “Adopt Strategic and Tactical Priorities for 2022-2025”
2. Previous Board Action June 1, 2023, “Authorize the Creation of a CalOptima Health Provider Workforce Development Reserve Fund.”
3. Notice of Funding Opportunity “Increasing the Health Care Workforce Pipeline Through Educational Investments.”

Board Actions

Board Meeting Dates	Action	Term	Not to Exceed Amount
June 2, 2022	Adopt Strategic and Tactical Priorities for 2022-2025		
June 1, 2023	Authorize the Creation of a CalOptima Health Provider Workforce Development Reserve Fund	5 Years	\$50 million

/s/ Michael Hunn
Authorized Signature

11/30/2023
Date

CALOPTIMA BOARD ACTION AGENDA REFERRAL

Action To Be Taken June 2, 2022

Regular Meeting of the CalOptima Board of Directors

Report Item

18. Adopt Strategic and Tactical Priorities for 2022-2025

Contacts

Michael Hunn, Chief Executive Officer, (657) 900-1481

Yunkyung Kim, Chief Operating Officer, (714) 246-8408

Recommended Action(s)

1. Adopt Strategic and Tactical Priorities for 2022-2025

Background and Discussion

CalOptima was created by the Orange County Board of Supervisors in 1993 as a County Organized Health System (COHS) to meet the needs of Orange County residents and providers in the Medicaid system.

In July of 1994, the CalOptima Board of Directors (Board) adopted the Mission, Goals, and Objective Statement for O.P.T.I.M.A as developed by the Provider Advisory Committee and the Consumer/Beneficiary Advisory Committee.

At that time, the Board wanted to ensure that the statement regarding the inclusion of the County-responsible indigent population in O.P.T.I.M.A was linked to the availability of adequate funding for services provided to this population.

The following mission was adopted and defined in Policy #AA. 1201:

- Mission is to provide members with access to quality health care services delivered in a cost-effective and compassionate manner.

CalOptima also adopted the following vision statement:

- To be a model public agency and community health plan that provides an integrated and well-coordinated system of care to ensure optimal health outcomes for all our members.

In 2013, during a strategic planning session conducted by the Board updating the mission was considered. Ultimately, it was agreed upon that the original mission statement did not require any changes.

Today, CalOptima is the single largest health insurer in Orange County, providing coverage for one in four residents through four programs:

- Medi-Cal
- OneCare
- OneCare Connect

- PACE

On March 17, 2022, the Board formally adopted new mission and vision statements.

- Mission-To serve member health with excellence and dignity, respecting the value and needs of each person.
- Vision-By 2027, remove barriers to healthcare access for our members, implement same day treatment authorizations and real-time claims payments for our providers, and annually assess members' social determinants of health.

Beginning in December of 2021, staff developed five strategic priorities and tactical priorities. Over the last six months, CalOptima has sought feedback from advisory committees, health networks, hospitals, and clinics among others. The five strategic priority areas are as follows:

- Organizational and Leadership Development
- Overcoming Health Disparities
- Finance and Resource Allocation
- Accountability and Results Tracking
- Future Growth

The strategic priority areas and tactical priorities will support planning and development for CalOptima through 2025. Staff will return to the Board with a Strategic Plan using these priorities for approval.

Fiscal Impact

There is no fiscal impact.

Rationale for Recommendation

Development of the proposed Strategic Priority Areas is consistent with the direction provided by the Board of Directors to support planning and development of CalOptima programs and initiatives.

Concurrence

James Novello, Outside General Counsel, Kennaday Leavitt

Attachments

1. [Strategic Priorities One Pager](#)
2. [Resolution of New Mission and Vision Statement for CalOptima](#)

/s/ Michael Hunn
Authorized Signature

05/27/2022
Date

Mission	<i>To serve member health with excellence and dignity, respecting the value and needs of each person.</i>				
Vision	<i>By 2027, remove barriers to healthcare access for our members, implement same day treatment authorizations and real-time claims payments for our providers, and annually assess members' social determinants of health.</i>				
Core Strategy	The 'inter-agency' co-creation of services and programs, together with our delegated networks, providers, and community partners, to support the mission and vision.				
Strategic Priorities 2022-2025	Organizational and Leadership Development	Overcoming Health Disparities	Finance and Resource Allocation	Accountabilities & Results Tracking	Future Growth
Tactical Priorities 2022-2025	<ul style="list-style-type: none"> • Cultural Alignment throughout CalOptima • Talent Development & Succession Planning • Effective & Efficient Organizational Structures • Aligned Operating Systems & Structures • Staff Leadership Development Institutes (Training) & Executive Coaching • Organizational Excellence Annual Priorities • On-going updated Policies & Procedures • Governance & Regulatory Compliance Trainings • Board Priorities 	<ul style="list-style-type: none"> • CalOptima's 'Voice & Influence' • Local, Federal & State Advocacy • Collaboration with the County, HCA, BeWell, the Networks and Community Based Organizations • Support for Community Clinics & Safety Net Providers • Medical Affairs Value Based Care Delivery • CalAIM initiatives • Focus on Equity & Communities Impacted by Health Inequities • Co-Created Needs Assessment within Equity Communities & Neighborhoods • ITS Architecture that supports the Core Strategy • DHCS Comprehensive Quality Strategy 	<ul style="list-style-type: none"> Operating Budget Priorities <ul style="list-style-type: none"> • Balanced Operating Budget • New Programs & Services Budgeting (CalAIM, DHCS Quality Strategy) • Fiscal Strategic Plan Priorities (KPI/KFI) • Quarterly Budget Reconciliation Capital Budget Priorities <ul style="list-style-type: none"> • Capital Planning & Asset Management, including Real-Estate Management and Acquisition(s) • New ITS Architecture New Policy and Program Development based on Funding <ul style="list-style-type: none"> • Reserve/Spending Policies & Priorities • Aligned Incentives for Network Quality & Compliance • Contracting & Vendor/Provider Management 	<ul style="list-style-type: none"> • Updated By-Laws • Executive Priorities & Outcomes • COBAR Clarity • Inter-Agency Team Priorities • Public/Private Implementation Work Group • Resource Allocation for Inter-Agency Initiatives • Partner CalAIM Opportunities for Outcomes Metrics • Research Analytics for Efficacy Reporting (Metrics of Success) • Regular Board Training Sessions <p style="text-align: center; color: red; font-weight: bold; margin-top: 20px;">DRAFT STRATEGIC AND TACTICAL PRIORITIES May_2022</p>	<ul style="list-style-type: none"> • Member Access to Quality Care • Participate in Covered California • Site Utilization (PACE etc.) • Services/Programs Aligned with Future Reimbursements from DHCS and CMS • Demographic & Analytics by Micro-Community • ITS Data Sharing to benefit the member • Implement Programs & Services (CalAIM) & Plan for Site Locations • Industry Trends Analysis (Trade Associations, Lobbyists etc.) • Enhanced ITS security posture
	Back to Agenda		Back To Item		

RESOLUTION NO. 22-0317-01

**RESOLUTION OF THE BOARD OF DIRECTORS
ORANGE COUNTY HEALTH AUTHORITY
d.b.a. CalOptima**

RESOLUTION FOR MISSION AND VISION STATEMENT

WHEREAS, the governing body of the Orange County Health Authority, dba CalOptima, (“CalOptima”) adopted Mission, Goals, and Objective Statement O.P.T.I.M.A in July of 1994;

WHEREAS, this mission statement adopted in 1994 stated, the mission is to provide members with access to quality health care services delivered in a cost-effective and compassionate manner;

WHEREAS, the adoption of the mission statement was reflected in Policy #AA. 1201;

WHEREAS, the governing body of CalOptima has adopted a new mission and vision statement on March 17, 2022 and will be reflected in Policy #AA. 1201;

WHEREAS, the governing body adopted CalOptima’s new mission and vision statement as follows;

- Mission: To serve member health with excellence and dignity, respecting the value and needs of each person.
- Vision: By 2027, remove barriers to healthcare access for our members, implement same day treatment authorizations and real-time claims payments for our providers, and annually assess members’ social determinants of health.

NOW, THEREFORE, BE IT RESOLVED that the governing body of CalOptima adopts a new mission and vision statement.

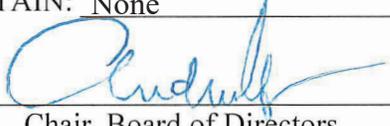
APPROVED AND ADOPTED by the Board of Directors of the Orange County Health Authority, d.b.a., CalOptima this 17th day of March 2022.

AYES: Becerra, Chaffee, Contratto, Corwin, Do, Mayorga, Schoeffel, Shivers

NOES: None

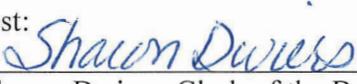
ABSENT: Tran

ABSTAIN: None

/s/ 

Title: Chair, Board of Directors

Printed Name and Title: Andrew Do, Chair, CalOptima Board of Directors

Attest: 

Sharon Dwiers, Clerk of the Board

CALOPTIMA HEALTH BOARD ACTION AGENDA REFERRAL

Action To Be Taken June 1, 2023

Regular Meeting of the CalOptima Health Board of Directors

Report Item

22. Authorize the Creation of a CalOptima Health Provider Workforce Development Reserve Fund

Contacts

Michael Hunn, Chief Executive Officer (657) 900-1481

Yunkyung Kim, Chief Operating Officer (714) 923-8834

Recommended Actions

1. Create a restricted CalOptima Health Provider Workforce Development Fund in the amount of \$50 million from existing reserves to support the education, training, recruitment, and retention of safety net providers in Orange County;
2. Direct the Chief Executive Officer to create a 5-year Provider Workforce Development Plan for the local safety net provider community; and
3. Make a finding that such expenditures are for a public purpose and in furtherance of CalOptima Health's mission and purpose.

Background

The issue of health care provider shortages is one of the biggest challenges facing CalOptima Health and its community. In 2019, the California Future Health Workforce Commission projected that within 10 years, California would face a shortfall of more than 4,100 primary care clinicians and 600,000 home care workers, and would only have two-thirds of the psychiatrists it needs (Final Report of the California Future Health Workforce Commission, February 2019). Additionally, although California's population is becoming increasingly diverse, the health workforce does not reflect those demographics. These shortages and disparities are more pronounced in Medi-Cal, and projected workforce shortages have accelerated since the COVID-19 pandemic.

Discussion

CalOptima Health staff requests that the Board of Directors (Board) create a dedicated restricted reserve fund in the amount of \$50 million to help address this looming crisis in the community. The funding will be used to create opportunities for education, training, recruitment, and retention of providers needed to serve CalOptima Health members.

Further, staff requests the Board to direct the Chief Executive Officer to develop a 5-year plan for local provider workforce development to include priority provider areas, funding strategies, and implementation plans for the Board's review and approval. CalOptima Health's plan will include learnings from existing statewide health workforce initiatives and engagement of local provider and member communities.

Fiscal Impact

An appropriation of up to \$50 million from existing reserves will fund the restricted CalOptima Health Provider Workforce Development Fund.

Rationale for Recommendation

The recommended action will support ongoing access to quality health providers for CalOptima Health's diverse membership.

Concurrence

James Novello, Outside General Counsel, Kennaday Leavitt

Attachment

N/A

/s/ Michael Hunn
Authorized Signature

05/26/2023
Date



CalOptima Health Workforce Development Fund Notice of Funding Opportunity

Round 1: Increasing the Health Care Workforce Pipeline through Educational Investments

CalOptima Health solicits grant applications to increase the pipeline of health care professionals serving CalOptima Health members.

Application Deadline — 1/31/2024 (5:00 p.m. PST)

Background

CalOptima Health's mission is to serve member health with excellence and dignity, respecting the value and needs of each person. Health care workforce shortages in Orange County and statewide are significant, and investment is needed to increase the number of health professionals in Orange County. To address these challenges, the CalOptima Health Board approved an investment of \$50 million over five years to create the Workforce Development Fund to increase the supply of safety net providers serving CalOptima Health members in Orange County. Through the Workforce Development Fund, CalOptima Health is committed to increasing the number of providers who are needed to serve Orange County's most vulnerable population.

CalOptima Health engaged in a robust stakeholder listening process to inform the design of the Workforce Development Fund strategy and plan. One of the key challenges highlighted through the stakeholder engagement process was the need for greater investment to expand educational opportunities to increase the pipeline of health professionals in Orange County. To address this challenge, the first round of funding made available under the Workforce Development Fund will provide up to \$10 million in grant funding to increase the health care workforce pipeline through educational investments. A second round of funding will focus on investments in workforce development innovation under a Workforce Training & Development Innovation Fund. This first funding opportunity for workforce development round one grants will be **open for applications December 15, 2023 – January 31, 2024.**

Description of Project Grant Funding Opportunity

A key driver of growing the health care workforce in Orange County is the pipeline of students that enter health professions. To increase this pipeline of students and strengthen educational affordability

and opportunity to enter health professions, this grant funding opportunity will provide funds for initiatives and programs that increase the pipeline of health professionals. Priority for these educational investments will be given to projects that focus on the health professional workforce in the areas of nursing, behavioral health, primary care (nurse practitioners and physician assistants), and allied health professions. This funding opportunity will focus on non-physician professions.

Eligible projects or programs focused on increasing the health care professional pipeline could include, but not be limited to:

- Pipeline programs from high school into higher education focused on health care professions with commitment to serve Orange County.
- Stipend programs to incentivize students from underrepresented populations and low-income students to participate in health professional programs with a commitment to serve Orange County.
- Stipend programs focused on recruiting students into health care workforce shortage professions.
- Funding to expand existing health care higher education training and education programs to additional cohorts in areas of workforce shortage.
- Investments to expand clinical rotations to a greater number of students.
- Investments to develop and recruit faculty among health professions, including nurse educators, and others.

Grant Amounts and Duration

The CalOptima Health Workforce Development Fund will invest \$50 million over five years across several focus areas. Grant award requests must be proposed in the Grant Application. Any approved grant requests under this funding opportunity must avoid supplanting or replacing existing Federal, State, and/or CalOptima Health funding sources for workforce development initiatives.

If applicable, applicants may apply for more than one round of funding as it becomes available. For awarded grants, payment is made in full upon completed execution of the grant agreement.

Entities Eligible to Apply

- Eligible entities to receive this funding would be educational institutions or partnerships among educational institutions and community or provider organizations.
- Applicants must propose projects or programs that align with the funding opportunity in this document and the Grant Application.
- Applicants that previously received funding from CalOptima Health must be in good standing with the terms of that contract or grant agreement to be eligible for new funding.
- Applicants are strongly encouraged to apply for funds when they are ready to implement the activity proposed for funding.

Proposal Evaluation Criteria

Criterion		Maximum Points	Description of Basis for Assigning Points
1	Funding Sources	Pass/ Fail	<ul style="list-style-type: none"> Does not supplant other available Federal, State or CalOptima Health opportunities/sources.
2	CalOptima Health core mission and value alignment	10	<ul style="list-style-type: none"> Project is inclusive and provides opportunity for more CalOptima Health members to be served with excellence and dignity.
3	Project Implementation	10	<ul style="list-style-type: none"> Plan is complete and includes specific SMART objectives and defined measures of success.
4	Budget and Financial Management	10	<ul style="list-style-type: none"> Budget and financial plan are sound and aligned with the objectives of the project. Identifies potential funding sources for sustainability of the project/program after the end of the grant agreement.
5	Equity	20	<ul style="list-style-type: none"> Project aims to increase representation of underrepresented groups in health professions. Project allows for a wide representation to enter and/or advance in health care.
6	Increased number of health professionals	20	<ul style="list-style-type: none"> Addresses identified shortages in the health care workforce serving CalOptima Health members. Addresses affordability of education and employment pathways. Demonstrates how the project increases the number of health professionals in Orange County.
7	Capacity of program	10	<ul style="list-style-type: none"> Grantee's demonstrated experience and capacity to perform the program.
8	Alignment with CalOptima investments	20	<ul style="list-style-type: none"> Proposed program fills an unmet need within the CalOptima Health investment and grantmaking portfolio. Project leverages available funding partners.
Total Earnable Points		100	

Timeline

Activity	Date
Notice of Funding Opportunity Released and Portal Opens	12/15/2023 at 9 a.m.
Bidder's Conference (<i>virtual</i>)	12/18/2023 at 10 a.m.
Questions Posted from Bidder's Conference	12/22/2023
Application Deadline	1/31/2024 at 5 p.m.
Internal Review	2/1/2024 - 2/12/2024
CalOptima Health Board of Directors Meeting	3/7/2024
Announcement of Approved Grants	3/8/2024
Grant Agreements Processed	3/11/2024 - 4/1/2024
Grants Start Date	4/1/2024

Documents and Portal Access

All documents related to this Notice of Funding Opportunity and application portal access will be made available at this site:

[\[insert link\]](#)

Bidder's Conference

Join our Bidder's Conference for this funding opportunity by registering below:

Bidder's Conference

Date and Time: Monday, December 18, 2023, XX a.m.

Link: [\[insert link\]](#)

Questions about the funding opportunity or application? Contact Strategic Development at strategicdevelopment@caloptima.org

CALOPTIMA HEALTH BOARD ACTION AGENDA REFERRAL

Action To Be Taken June 1, 2023

Regular Meeting of the CalOptima Health Board of Directors

Report Item

22. Authorize the Creation of a CalOptima Health Provider Workforce Development Reserve Fund

Contacts

Michael Hunn, Chief Executive Officer (657) 900-1481

Yunkyung Kim, Chief Operating Officer (714) 923-8834

Recommended Actions

1. Create a restricted CalOptima Health Provider Workforce Development Fund in the amount of \$50 million from existing reserves to support the education, training, recruitment, and retention of safety net providers in Orange County;
2. Direct the Chief Executive Officer to create a 5-year Provider Workforce Development Plan for the local safety net provider community; and
3. Make a finding that such expenditures are for a public purpose and in furtherance of CalOptima Health's mission and purpose.

Background

The issue of health care provider shortages is one of the biggest challenges facing CalOptima Health and its community. In 2019, the California Future Health Workforce Commission projected that within 10 years, California would face a shortfall of more than 4,100 primary care clinicians and 600,000 home care workers, and would only have two-thirds of the psychiatrists it needs (Final Report of the California Future Health Workforce Commission, February 2019). Additionally, although California's population is becoming increasingly diverse, the health workforce does not reflect those demographics. These shortages and disparities are more pronounced in Medi-Cal, and projected workforce shortages have accelerated since the COVID-19 pandemic.

Discussion

CalOptima Health staff requests that the Board of Directors (Board) create a dedicated restricted reserve fund in the amount of \$50 million to help address this looming crisis in the community. The funding will be used to create opportunities for education, training, recruitment, and retention of providers needed to serve CalOptima Health members.

Further, staff requests the Board to direct the Chief Executive Officer to develop a 5-year plan for local provider workforce development to include priority provider areas, funding strategies, and implementation plans for the Board's review and approval. CalOptima Health's plan will include learnings from existing statewide health workforce initiatives and engagement of local provider and member communities.

Fiscal Impact

An appropriation of up to \$50 million from existing reserves will fund the restricted CalOptima Health Provider Workforce Development Fund.

Rationale for Recommendation

The recommended action will support ongoing access to quality health providers for CalOptima Health's diverse membership.

Concurrence

James Novello, Outside General Counsel, Kennaday Leavitt

Attachment

N/A

/s/ Michael Hunn
Authorized Signature

05/26/2023
Date

CALOPTIMA HEALTH BOARD ACTION AGENDA REFERRAL

Action To Be Taken March 7, 2024

Regular Meeting of the CalOptima Health Board of Directors

Report Item

12. Approve Actions Related to the CalOptima Health Dyadic Services Program Academy

Contacts

Carmen Katsarov, LPCC, CCM, Executive Director Behavioral Health Integration, (714) 796-6168

Richard Pitts, D.O., Ph.D., Chief Medical Officer, (714) 246-8491

Recommended Actions

1. Authorize the Chief Executive Officer or designee to execute a two-year grant agreement with First 5 Orange County to expand dyadic services in Orange County through CalOptima Health Dyadic Services Program Academy;
2. Appropriate up to \$1.88 million in existing reserves to fund the First 5 Orange County grant agreement; and
3. Make a finding that such expenditures are for a public purpose and in furtherance of CalOptima Health's mission and purpose.

Background

The Department of Health Care Services (DHCS) issued All Plan Letter (APL) 22-029 Dyadic Services and Family Therapy Benefit, which became effective January 1, 2023, for all Medi-Cal managed care plans under Non-Specialty Mental Health Services (NSMHS).

Per California Welfare and Institutions Code section 14132.755, the dyadic services benefit is a family- and caregiver-focused model of care intended to address developmental and behavioral health conditions of children as soon as they are identified and that fosters access to preventive care for children, rates of immunization completion, coordination of care, child social-emotional health and safety, developmentally appropriate parenting, and maternal mental health.

The dyadic services benefit is designed to support the implementation of comprehensive models of dyadic services, including HealthySteps that work within the pediatric clinic setting to identify and address caregiver and family risk factors for the benefit of the child. Between 2019 and 2021, First Five Orange County Children and Families Commission (F5OC) created a HealthySteps programs in the following five Orange County Federally Qualified Health Centers (FQHCs): Share our Selves, Friends of Families, Families Together of Orange County, and two University of California, Irvine sites. HealthySteps currently serves nearly 6,000 children ages 0-3. F5OC supported the FQHCs in three areas: (1) provided funding to implement the model, (2) provided technical assistance to specifically assist the clinics with preparation for the assessment to become HealthySteps sites, and (3) integrated the clinics once the model was implemented with a regional learning community, for example University of California, Riverside.

Discussion

Staff requests that the Board of Directors authorize the execution of a grant agreement with F5OC to fund the creation of the CalOptima Health Dyadic Services Program Academy to expand the availability

of dyadic services to CalOptima Health members. F5OC is the only local entity that has experience implementing the HealthySteps program and has successfully implemented the program in five sites in Orange County. Under this grant, F5OC will be responsible for the development and administrative oversight of the CalOptima Health Dyadic Services Program Academy to expand dyadic services capacity.

The academy’s objective is for CalOptima Health members to have increased access to HealthySteps dyadic services by launching 10 sustainable dyadic services programs across Orange County. F5OC will select 10 clinics to participate in the academy through a competitive process based on selection criteria developed in partnership by F5OC and CalOptima Health. The academy will provide training to 10 clinics across the county to help them understand and utilize the benefit with sustainable results.

F5OC will provide the pre-academy planning and development, a 9-month academy, and 12-month post-academy technical assistance for each clinic. In addition, each selected clinic will receive \$150,000 from F5OC throughout the nine-month academy as deliverables are completed successfully. The funding will cover the cost of the employee, the HealthySteps licensure, and the dyadic services implementation in each clinic.

CalOptima Health Dyadic Services Program Academy Program Budget			
	# of Clinics	Fund / Clinic	Amount
1 staff member for each clinic	10	\$120,000	\$1,200,000
HealthySteps Program Licensure for each clinic	10	\$30,000	\$300,000
Subtotal			\$1,500,000
Pre-academy and grant agreement execution [3- month planning and development]			\$100,000
Academy [9-month]			\$121,250
Post-academy technical assistance for each clinic [12-month follow-up]			\$150,000
Subtotal			\$371,250
Total			\$1,871,250

The following is a tentative grant implementation timeline:

- Grant agreement signed and executed by April 30, 2024.
- Planning/design/recruitment: May 2024 through June 2024.
- Nine-month Academy: July 2024 through March 2025.
- Technical Assistance/Follow-up: April 2025 through March 2026.

Staff will provide oversight of the grant pursuant to AA.1400p: Grants Management and will return to the Board to provide updates on the status of the program.

Fiscal Impact

An appropriation of up to \$1.88 million from existing reserves will fund the two-year grant agreement with F5OC. CalOptima Health reserves the right to recoup funds for lack of demonstrated effort or meeting grant commitments.

Rationale for Recommendation

Funding this grant will support expanding self-sustaining dyadic services programs across Orange County and ensure CalOptima Health members have increased access to dyadic services.

Concurrence

James Novello, Outside General Counsel, Kennaday Leavitt

Attachments

1. All Plan Letter 22-029 Dyadic and Family Therapy Benefit
2. CalOptima Health Grant Award Agreement 2024 Template

/s/ Michael Hunn
Authorized Signature

03/01/2024
Date

DATE: MARCH 20, 2023

ALL PLAN LETTER 22-029 (REVISED)

TO: ALL MEDI-CAL MANAGED CARE HEALTH PLANS

SUBJECT: DYADIC SERVICES AND FAMILY THERAPY BENEFIT

PURPOSE:

The purpose of this All Plan Letter (APL) is to provide Medi-Cal managed care health plans (MCPs) with guidance on coverage requirements for the provision of the new Dyadic Services and family therapy benefit effective January 1, 2023. Revised text is found in *italics*.

BACKGROUND:

Per California Welfare and Institutions Code section 14132.755, the Dyadic Services benefit is a family- and caregiver-focused model of care intended to address developmental and behavioral health conditions of children as soon as they are identified, and that fosters access to preventive care for children, rates of immunization completion, coordination of care, child social-emotional health and safety, developmentally appropriate parenting, and maternal mental health.¹ The dyadic services benefit is designed to support implementation of comprehensive models of dyadic care, such as HealthySteps and Dulce, that work within the pediatric clinic setting to identify and address caregiver and family risk factors for the benefit of the child.

Dyadic Services include Dyadic behavioral health (DBH) well-child visits, Dyadic Comprehensive Community Supports Services, Dyadic Psychoeducational Services, and Dyadic Family Training and Counseling for Child Development. *DBH well-child visits are provided for the child and caregiver(s) or parent(s) at medical visits. Through the DBH well-child visits and other dyadic services listed below, a child and caregiver(s) or parent(s) can be screened for behavioral health problems, interpersonal safety, tobacco and substance misuse, and social drivers of health (SDOH), such as food insecurity and housing instability, as well as provided referrals for appropriate follow-up care.*

Dyadic Comprehensive Community Supports Services help the child (Member under age 21) and their parent(s) or caregiver(s) gain access to needed medical, social, educational, and other health-related services. Dyadic Psychoeducational Services are planned, structured interventions that involve presenting or demonstrating information with the goal of preventing the development or worsening of behavioral health

¹ State law is searchable at the following link: <http://leginfo.legislature.ca.gov/faces/home.xhtml>.

conditions and achieving optimal mental health and long-term resilience. Dyadic Family Training and Counseling for Child Development includes brief training and counseling related to a child's behavioral issues, developmentally appropriate parenting strategies, parent/child interactions, and other related issues. Dyadic Services also include services delivered to a parent(s) or caregiver(s) during a child's visit that is attended by the child and parent(s) or caregiver(s).

A dyad refers to a child and their parent(s) or caregiver(s). Dyadic care refers to serving both parent(s) or caregiver(s) and child together as a dyad and is a form of treatment that targets family well-being as a mechanism to support healthy child development and mental health. It is provided within pediatric primary care settings whenever possible and can help identify behavioral health interventions and other behavioral health issues, provide referrals to services, and help guide the parent-child or caregiver-child relationship. Dyadic care fosters team-based approaches to meeting family needs, including addressing mental health and social support concerns, and it broadens and improves the delivery of pediatric preventive care.

Family therapy is a type of psychotherapy covered under Medi-Cal's Non-Specialty Mental Health Services (NSMHS) benefit since 2020 and is composed of at least two family members.² Family therapy sessions address family dynamics as they relate to mental status and behavior(s). It is focused on improving relationships and behaviors in the family and between family members, such as between a child and parent(s) or caregiver(s).

POLICY:

Dyadic Services Provider Requirements and Qualifications

Except as noted below and as outlined in the NSMHS: Psychiatric and Psychological Services section of the Provider Manual, Dyadic Services may be provided by Licensed Clinical Social Workers, Licensed Professional Clinical Counselors, Licensed Marriage and Family Therapists, Licensed Psychologists, Psychiatric Physician Assistants, Psychiatric Nurse Practitioners, and Psychiatrists. Associate Marriage and Family Therapists, Associate Professional Clinical Counselors, Associate Clinical Social Workers, and Psychology Assistants may render services under a supervising clinician. Appropriately trained nonclinical staff, including Community Health Workers (CHW), are not precluded from screening Members for issues related to SDOH or performing other nonclinical support tasks as a component of the DBH visit, as long as the screening is not separately billed. Under the supervision of a supervising Provider from one of the

² More information on Family Therapy can be found in the NSMHS: Psychiatric and Psychological Services section of the Provider Manual at the following link: <https://files.medi-cal.ca.gov/pubsdoco/publications/masters-mtp/part2/nonspecmental.pdf#page=19>.

provider types listed above, CHWs who meet the qualifications listed in the Community Health Worker (CHW) Preventive Services section of the Provider Manual can assist a dyad to gain access to needed services to support their health, through the CHW benefit for health navigation services described in APL 22-016, or any superseding APL.³ However, MCPs must reimburse Dyadic Comprehensive Community Supports Services as defined below when provided by a licensed Provider. MCPs are responsible for ensuring appropriate supervision of Dyadic Services Providers and educating their Network Providers on the Dyadic Services benefit.

Dyadic caregiver services may be provided by the medical well-child Provider, in addition to the Provider types listed above.

Member Eligibility Criteria for Dyadic Services

Children (Members under age 21) and their parent(s)/caregiver(s) are eligible for DBH well-child visits when delivered according to the Bright Futures/American Academy of Pediatrics periodicity schedule for behavioral/social/emotional screening assessment, and when medically necessary, in accordance with Medi-Cal's Early and Periodic Screening, Diagnostic and Treatment (EPSDT) standards in Title 42 of the United States Code (USC), Section 1396d(r).⁴ Under EPSDT standards, a diagnosis is not required to qualify for services. DBH well-child visits are intended to be universal per the Bright Futures periodicity schedule for behavioral/social/emotional screening assessment. The DBH well-child visits do not need a particular recommendation or referral and must be offered as an appropriate service option even if the Member does not request them. The family is eligible to receive Dyadic Services so long as the child is enrolled in Medi-Cal. The parent(s) or caregiver(s) does not need to be enrolled in Medi-Cal or have other coverage so long as the care is for the direct benefit of the child.

Covered Services

MCPs may offer the Dyadic Services benefit through telehealth or in-person with locations in any setting including, but not limited to, pediatric primary care settings, doctor's offices or clinics, inpatient or outpatient settings in hospitals, the Member's home, school-based sites, or community settings. There are no service location limitations. MCPs should refer to the Telehealth section in Part 2 of the Provider Manual for guidance regarding providing services via telehealth.⁵

³ The Medi-Cal Provider Manual containing the CHW policy is available at: <https://files.medi-cal.ca.gov/pubsdoco/Publications/masters-MTP/Part2/chwprev.pdf>.

APLs are searchable at: <https://www.dhcs.ca.gov/formsandpubs/Pages/AllPlanLetters.aspx>. See APL 22-016, Community Health Worker Services Benefit, or any superseding APL.

⁴ USC is searchable at: <https://uscode.house.gov/>.

⁵ The Medi-Cal Provider Manual, Medicine: Telehealth, is available at: <https://files.medi-cal.ca.gov/pubsdoco/Publications/masters-MTP/Part2/mednetele.pdf>.

Covered Dyadic Services are behavioral health services for children (Members under age 21) and/or their parent(s) or caregiver(s), and include:

- DBH Well-Child Visits
 - The DBH well-child visit must be limited to those services not already covered in the medical well-child visit.⁶
 - When possible and operationally feasible, the DBH well-child visit should occur on the same day as the medical well-child visit.⁷ When this is not possible, MCPs must ensure the DBH well-child visit is scheduled as close as possible to the medical well-child visit, consistent with timely access requirements.
 - MCPs may deliver DBH well-child visits as part of the HealthySteps program, a different DBH program, or in a clinical setting without a certified DBH program as long as all of the following components are included:
 - Behavioral health history for child and parent(s) or caregiver(s), including parent(s) or caregiver(s) interview addressing child's temperament, relationship with others, interests, abilities, and parent or caregiver concerns.
 - Developmental history of the child.
 - Observation of behavior of child and parent(s) or caregiver(s) and interaction between child and parent(s) or caregiver(s).
 - Mental status assessment of parent(s) or caregiver(s).
 - Screening for family needs, which may include tobacco use, substance use, utility needs, transportation needs, and interpersonal safety, including guns in the home.
 - Screening for SDOH such as poverty, food insecurity, housing instability, access to safe drinking water, and community level violence.
 - Age-appropriate anticipatory guidance focused on behavioral health promotion/risk factor reduction, which may include:
 - Educating parent(s) or caregiver(s) on how their life experiences (e.g., Adverse Childhood Experiences

⁶ Information on covered services can be found in the EPSDT section of the Medi-Cal Provider Manual, available at: <https://files.medi-cal.ca.gov/pubsdoco/publications/masters-mtp/part2/epsdtchdp.pdf>, in the *American Academy of Pediatrics* Bright Futures Guidelines and *U.S. Preventive Services Task Force* Recommendations A&B.

⁷ Clinical appointments that include the delivery of Dyadic Services must still meet the time-elapsed standards as set forth in Section 1367.03 of the Health and Safety Code as well as Rule 1300.67.2.2 of the California Code of Regulations (CCR). CCR is searchable at: <https://govt.westlaw.com/calregs/Search/Index>.

- (ACEs)) impact their child's development and their parenting.
- Educating parent(s) or caregiver(s) on how their child's life experiences (e.g., ACEs) impact their child's development.
 - Information and resources to support the child through different stages of development as indicated.
 - Making essential referrals and connections to community resources through care coordination and helping caregiver(s) prioritize needs.
 - Dyadic Comprehensive Community Supports Services, separate and distinct from California Advancing and Innovating Medi-Cal's (CalAIM) Community Supports, help the child (Member under age 21) and their parent(s) or caregiver(s) gain access to needed medical, social, educational, and other health-related services, and may include any of the following:⁸
 - Assistance in maintaining, monitoring, and modifying covered services, as outlined in the dyad's service plan, to address an identified clinical need.
 - Brief telephone or face-to-face interactions with a person, family, or other involved member of the clinical team, for the purpose of offering assistance in accessing an identified clinical service.
 - Assistance in finding and connecting to necessary resources other than covered services to meet basic needs.
 - Communication and coordination of care with the child's family, medical and dental health care Providers, community resources, and other involved supports including educational, social, judicial, community and other state agencies.
 - Outreach and follow-up of crisis contacts and missed appointments.
 - Other activities as needed to address the dyad's identified treatment and/or support needs.
 - Dyadic Psychoeducational Services) for psychoeducational services provided to the child under *age 21* and/or parent(s) or caregiver(s). These services must be planned, structured interventions that involve presenting or demonstrating information with the goal of preventing the development or worsening of behavioral health conditions and achieving optimal mental health and long-term resilience.
 - Dyadic Family Training and Counseling for Child Development for family training and counseling provided to both the child under *age 21* and parent(s)

⁸ Information on Community Supports can be found on DHCS' website at the following link: <https://www.dhcs.ca.gov/Pages/ECMandILOS.aspx>.

- or caregiver(s). These services include brief training and counseling related to a child's behavioral issues, developmentally appropriate parenting strategies, parent/child interactions, and other related issues.
- **Dyadic Parent or Caregiver Services:** Dyadic parent or caregiver services are services delivered to a parent or caregiver during a child's visit that is attended by the child and parent or caregiver, including the following assessment, screening, counseling, and brief intervention services provided to the parent or caregiver for the benefit of the child (Member under age 21) as appropriate:
 - Brief Emotional/Behavioral Assessment
 - ACEs Screening
 - Alcohol and Drug Screening, Assessment, Brief Interventions, and Referral to Treatment
 - Depression Screening
 - Health Behavior Assessments and Interventions
 - Psychiatric Diagnostic Evaluation
 - Tobacco Cessation Counseling

Family Therapy as a Behavioral Health Benefit

Family therapy is type of psychotherapy covered under Medi-Cal's NSMHS benefit⁹, including for Members under age 21 who are at risk for behavioral health concerns and for whom clinical literature would support that the risk is significant such that family therapy is indicated, but may not have a mental health diagnosis. Family therapy is composed of at least two family members receiving therapy together provided by a mental health Provider to improve parent/child or caregiver/child relationships and encourage bonding, resolving conflicts, and creating a positive home environment. All family members do not need to be present for each service. For example, parents or caregivers can qualify for family therapy without their infant present, if necessary. The primary purpose of family therapy is to address family dynamics as they relate to the Member's mental status and behavior(s).

Both children and adult Members can receive family therapy mental health services that are medically necessary. MCPs and are required to provide family therapy to the following Medi-Cal Members to improve parent/child or caregiver/child relationships and bonding, resolve conflicts, and create a positive home environment:

- Members under age 21 with a diagnosis of a mental health disorder;
- Members under age 21 with persistent mental health symptoms in the absence of a mental health disorder;
- Members under age 21 with a history of at least one of the following risk factors:

⁹ More information Medi-Cal managed care health plan responsibilities for NSMHS can be found in APL 22-006, or any superseding APL.

- Neonatal or pediatric intensive care unit hospitalization
- Separation from a parent or caregiver (for example, due to incarceration, immigration, or military deployment)
- Death of a parent or caregiver
- Foster home placement
- Food insecurity, housing instability
- Maltreatment
- Severe and persistent bullying
- Experience of discrimination, including but not limited to discrimination on the basis of race, ethnicity, gender identity, sexual orientation, religion, learning differences, or disability; or
- Members under age 21 who have a parent(s) or caregiver(s) with one or more of the following risk factors:
 - A serious illness or disability
 - A history of incarceration
 - Depression or other mood disorder
 - Post-Traumatic Stress Disorder or other anxiety disorder
 - Psychotic disorder under treatment
 - Substance use disorder
 - Job loss
 - A history of intimate partner violence or interpersonal violence
 - Is a teen parent

Consistent with APL 19-010, or any superseding APL, for Members under age 21, the EPSDT benefit requires that MCPs provide family therapy services if needed to correct or ameliorate a child's mental health condition. Services that sustain, support, improve, or make more tolerable a mental health condition are considered to ameliorate the condition and are thus covered as EPSDT services.

The Department of Health Care Services (DHCS) permits Members under age 21 to receive up to five family therapy sessions before a mental health diagnosis is required. MCPs must provide family therapy without regard to the five-visit limitation for Members under age 21 with risk factors for mental health disorders or parents/caregivers with related risk factors, including separation from a parent/caregiver due to incarceration, immigration, or death; foster care placement; food insecurity; housing instability; exposure to domestic violence or trauma; maltreatment; severe/persistent bullying; and discrimination.

Any diagnostic criteria used should be age-appropriate. For example, for young children, the Diagnostic Classification of Mental Health and Developmental Disorders of Infancy and Early Childhood (DC: 0-5) should be utilized to help practitioners more

accurately identify diagnosis in young children who do not have language skills or exhibit the same symptoms as older children and adults.

Reimbursable family therapy models under the policy include, but are not limited to, Child-Parent Psychotherapy, Triple P Positive Parenting Program, and Parent Child Interaction Therapy.

For a detailed discussion of the family therapy benefit, refer to the Non-Specialty Mental Health Services: Psychiatric and Psychological Services of the provider manual.¹⁰

Provider Enrollment

Network Providers, including those that will operate as Providers of Dyadic Services, are required to enroll as Medi-Cal Providers, consistent with APL 22-013, or any superseding APL, if there is a state-level enrollment pathway for them to do so.

Billing, Claims, and Payments

Dyadic Services Providers must be reimbursed in accordance with their Network Provider contract. MCPs must not require prior authorization for Dyadic Services. MCPs must not establish unreasonable or arbitrary barriers for accessing coverage. Encounters for Dyadic Services must be submitted with allowable current procedural terminology codes as outlined in the Medi-Cal Provider Manual.¹¹

Multiple Dyadic Services are allowed on the same day and may be reimbursed at the Fee-For-Service (FFS) rate. The DBH well-child visit must be limited to those services that are not already covered in the medical well-child visit, and any other service codes cannot be duplicative of services that have already provided in a medical well-child visit or a DBH well-child visit.

Dyadic caregiver service codes (screening, assessment, and brief intervention services provided to the parent or caregiver for the benefit of the child) may be billed by either the medical well-child Provider or the DBH well-child visit Provider, but not by both Providers, when the dyad is seen on the same day by both Providers.

Tribal health programs (THPs), Rural Health Clinics (RHCs), and Federal Qualified Health Centers (FQHCs) are eligible to receive their All-Inclusive Rate from the plans if Dyadic Care services are provided by a billable Provider per APLs 17-002 and 21-008,

¹⁰ This part of the Provider Manual is located at: <https://files.medi-cal.ca.gov/pubsdoco/publications/masters-mtp/part2/nonspecmental.pdf#page=19>.

¹¹ The Medi-Cal Provider Manual, Non-Specialty Mental Health Services: Reimbursement Rates and Billing Codes: <https://files.medi-cal.ca.gov/pubsdoco/publications/masters-mtp/part2/nonspecmentalcd.pdf>.

or any superseding APLs. *Dyadic Services may be reimbursed at the FFS rate established for services, if the service provided does not meet the definition of a THP, RHC, or FQHC visit, or exceeds frequency limitations. THP, RHC, and FQHC Providers can bill FFS for the four Dyadic Services codes (H1011, H2015, H2027, and T1027) delivered in a clinical setting by Provider types named in the Non-Specialty Mental Health Services: Psychiatric and Psychological Services section of the Medi-Cal Provider Manual.*¹²

*There are no restrictions as to where Dyadic Services can be performed. THP, RHC, and FQHC Providers should refer to the Telehealth section in Part 2 of the Provider Manual for guidance regarding providing services via Telehealth.*¹³ THP, RHC, and FQHC Providers cannot double bill for Dyadic Services that are duplicative of other services provided through Medi-Cal.

All Dyadic Services must be billed under the Medi-Cal ID of the Member under age 21.

DHCS Monitoring

DHCS will monitor MCPs' initial implementation of Dyadic Care requirements through existing data reporting mechanisms such as encounter data, grievances and appeals, and the 274 Network Provider File. MCPs must ensure that Dyadic Care Services Providers have National Provider Identifiers (NPIs) and that these NPIs are entered in the 274 Network Provider File.

If any of the requirements contained in this APL necessitate a change in an MCPs' contractually required policies and procedures (P&Ps), MCPs must submit their updated P&Ps to their Managed Care Operations Division (MCOD) contract manager within 90 days of the release of this APL.

MCPs are responsible for ensuring that their Subcontractors and Network Providers comply with all applicable state and federal laws and regulations, contract requirements, and other DHCS guidance, including APLs and Policy Letters.¹⁴ These requirements must be communicated by each MCP to all Subcontractors and Network Providers.

¹² This part of the Medi-Cal Provider Manual is located at: <https://files.medi-cal.ca.gov/pubsdoco/publications/masters-mtp/part2/nonspecmental.pdf>.

¹³ The Medi-Cal Provider Manual, Medicine: Telehealth, is available at: <https://files.medi-cal.ca.gov/pubsdoco/Publications/masters-MTP/Part2/mednetele.pdf>.

¹⁴ For more information on Subcontractors and Network Providers, including the definition and applicable requirements, see APL 19-001, or any superseding APL.

ALL PLAN LETTER 22-029 (*REVISED*)
Page 10

If you have any questions regarding this APL, please contact your MCOD Contract Manager.

Sincerely,

Original Signed by Dana Durham

Dana Durham, Chief
Managed Care Quality and Monitoring Division

GRANT AWARD AGREEMENT

BETWEEN

CALOPTIMA HEALTH

AND

«Provider_Grantee_Name_»

THIS GRANT AWARD AGREEMENT (“**Agreement**”) is made and entered into as of «Effective_Date_» (“**Effective Date**”), by and between Orange County Health Authority, a county organized health system for the County of Orange, California dba CalOptima Health (“**CalOptima**”), and «Provider_Grantee_Name_» (“**Grantee**”), a «Corporation_Type_». CalOptima and Grantee may each be referred to herein as a “**Party**” and collectively as the “**Parties**”.

RECITALS

A. CalOptima is a public agency formed pursuant to California Welfare and Institutions Code Section 14087.54 and Orange County Ordinance No. 3896, as amended.

B. CalOptima’s mission is to serve member health with excellence and dignity, respecting the value and needs of each person.

C. CalOptima Health has designated certain «Recitals».

D. Grantee desires to provide support and/or enhanced benefits to Members, in accordance with Grantee’s grant project described in Attachment A (“**Grant Project**”) described in Grantee’s Proposal.

E. CalOptima finds that the Grant Project is a community program that supports and is compatible with CalOptima’s mission and desires to assist Grantee in undertaking its project by providing financial support described in Attachment B (“**Grant Award**”) in accordance with CalOptima’s policies and procedures, subject to Grantee’s compliance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the promises and the mutual covenants herein stated, it is agreed by and between the Parties hereto as follows:

I. GRANTEE OBLIGATIONS

1.1 **Grantee Eligibility.** Grantee hereby warrants that it is, and shall remain throughout the term of this agreement, a «Corporation_Type_» registered in «State_in_which_Company_is_Registered».

1.2 **Grantee Activities.** Grantee agrees (i) to diligently pursue the Grant Project, as specified in Attachment A, attached hereto and incorporated herein by this reference, (ii) to use the Grant Award solely for activities as identified in Attachment A, (“**Grant Activities**”), (iii) to expend funds in accordance with this Agreement and all federal, state, and local statutes and regulations, and (iv) to return any grant funds determined to have been improperly paid, in order to avoid forfeiture of the entire Grant Award. In the event of any conflict between the Grant Proposal in Attachment A and the rest of this Agreement, this Agreement, including all Attachments, shall prevail.

1.3 **Unauthorized Use of Funds.** Grantee shall use Grant Funds consistent with this Agreement and the approved Grant Activities. CalOptima retains the right to recover any and all

Grant Award funds if it (or any of its regulators) determines that any portion of the Grant Award was not expended as provided under the terms of this Agreement or applicable federal and state laws, regulations, guidance and/or funding source requirements.

1.4 **Limitations on Subcontracting.** The experience, knowledge, capability, and reputation of Grantee, its directors and employees were a substantial inducement for CalOptima to enter into this Agreement. Grantee shall not contract with any entity to perform the Grant Project without written approval of CalOptima. Grantee shall be fully responsible to CalOptima for the acts and omissions of its subcontractor(s), if any, as it is for the acts and omissions of persons directly employed by Grantee. In the event that CalOptima approves any subcontracting, nothing contained in this Agreement shall create any contractual relationship between any subcontractor(s) and CalOptima. All persons engaged in the work under the Grant Proposal by Grantee will be considered employees of Grantee. CalOptima will deal directly with and make payment hereunder solely to Grantee.

1.5 **Subcontracts.** To the extent that subcontracting is authorized by CalOptima under this Agreement, Grantee shall assure that all subcontracts are in writing and include any requirements of this Agreement that are appropriate to the service or activity and assure that the subcontract shall not terminate legal liability of Grantee under this Agreement.

1.6 **Communications Provisions.** Grantee must comply with CalOptima’s Guidelines for Endorsements and Use of CalOptima Name or Logo policy.

1.6.1 **Use of CalOptima name or logo:** Grantee shall submit requests to CalOptima’s CalAIM department, in writing, at least twenty-one (21) calendar days in advance of the date for which use of the name or logo is required. Upon receipt of a complete request for use of the CalOptima name or logo, CalOptima’s CalAIM department shall review and analyze the request with input from appropriate internal departments. For more information or to submit a request, email calaim@caloptima.org. The CalAIM department shall submit a request for use of the CalOptima name or logo to the Communications Department for review and consideration and will notify Grantee in writing after a determination has been made.

1.6.2 **All other uses of CalOptima’s name:** Grantees may not use CalOptima’s name, including in the title of Grantee’s program, without prior written approval from CalOptima.

II. GRANT PAYMENTS

2.1 **Grant Payments.** Payment of the Grant Award to Grantee under this Agreement will be as set forth in Attachment B, incorporated herein by this reference, which shall be payment in full for the Grant Project. Grantee acknowledges and agrees that this is a single Grant Award and that nothing herein obligates CalOptima to any further funding, whether for the Grant Project or future related or unrelated activities. The Parties acknowledge that the source of Grant Award funding is existing reserve funds, and not Department of Health Care Services (“DHCS”) funds, and as such the payments made hereunder are not subject to DHCS State Contract terms or federal or state claims processing requirements. Notwithstanding the foregoing, Grantee acknowledges and agrees that the Grant Award must be used for support and enhanced benefits to CalOptima Medi-Cal members, and is subject to the terms of this Agreement and CalOptima’s policies and procedures, as applicable.

2.2 **Grant Award Use Limitations.** Grantee acknowledges and agrees that the Grant Award may not be used for achievement of milestones that have been previously paid for or will be paid for by the state or federal government or any other source. Further, Grantee acknowledges and agrees that it will not use the Grant Award to reimburse costs or liabilities it incurred prior to the date of the Grant Award.

III. WARRANTIES/COMPLIANCE WITH CALOPTIMA AND REGULATORY AGENCY RULES AND REGULATIONS

3.1 **Compliance with Applicable Laws.** In carrying out the Grant Project, Grantee shall comply with the CalOptima policies and procedures, and all other applicable CalOptima policies, as made available to Grantee on CalOptima website, as well as all federal, state and local laws, rules, and regulations.

3.2 Health Insurance Portability and Accountability Act (HIPAA) Compliance

3.2.1 Grantee and CalOptima shall comply with Health Insurance Portability and Accountability Act of 1996 (“**HIPAA**”) and the Health Information Technology for Economic and Clinical Health (“**HITECH**”) Act and any regulations promulgated thereunder (“**HIPAA Requirements**”) in performing their obligations under the Agreement.

3.2.2 If required by HIPAA Requirements, the Parties agree to execute CalOptima Health’s HIPAA Business Associate Agreement, which shall be incorporated into this Agreement, and comply with the terms and conditions thereof.

3.3 Confidentiality of Information

3.3.1 Grantee and its employees, agents, and subcontractors shall protect from unauthorized disclosure the names and other identifying information concerning persons either receiving services pursuant to this Agreement or persons whose names or identifying information become available or are disclosed to Grantee, its employees, agents, or subcontractors as a result of this Agreement. Grantee and its employees, agents, and subcontractors shall not use such identifying information for any purpose other than carrying out Grantee's obligations under this Agreement. Grantee and its employees, agents, and subcontractors shall promptly transmit to CalOptima all requests for disclosure of such identifying information not emanating from the Member. Grantee shall not disclose, except as otherwise specifically permitted by this Agreement or authorized by the Member, any such identifying information to anyone other than DHCS or CalOptima without prior written authorization from CalOptima. For purposes of this provision, identity shall include, but not be limited to name, identifying number, symbol, or other identifying particular assigned to the individual, including without limitation a finger or voice print or a photograph.

3.3.2 Notwithstanding any other provision of this Agreement, names of persons receiving public social services are confidential and are to be protected from unauthorized disclosure in accordance with Title 42 C.F.R. Section 431.300 *et seq.*, Welfare and Institutions Code Section 14100.2, and any regulations adopted thereunder. For the purpose of this Agreement, all information, records, data, and data elements collected and maintained for the operation of the

Agreement and pertaining to Members shall be protected by Grantee from unauthorized disclosure. Grantee may release Member medical records in accordance with applicable law pertaining to the release of this type of information. Grantee is not required to report requests for medical records made in accordance with applicable law. With respect to any identifiable information concerning a Member under this Agreement that is obtained by Grantee, its employees, agents or subcontractors, Grantee:

(a) Will not use any such information for any purpose other than carrying out the express terms of this Agreement,

(b) Will promptly transmit to CalOptima all requests for disclosure of such information, except requests for medical records in accordance with applicable law,

(c) Will not disclose except as otherwise specifically permitted by this Agreement, any such information to any party other than DHCS or CalOptima without CalOptima's prior written authorization specifying that the information is releasable under Title 42 C.F.R. Section 431.300 *et seq.*, Welfare and Institutions Code Section 14100.2, and regulations adopted there under, and

(d) Will, at the termination of this Agreement, return all such information to CalOptima or maintain such information according to written procedures sent to the Grantee by CalOptima for this purpose.

IV. RECORDS AND REPORTS

4.1 **Maintain Complete Books and Records.** Grantee shall create and maintain such books and records relating to the Grant Activities performed under this Agreement as required by applicable laws and CalOptima policies and procedures. All financial records shall be maintained in accordance with generally accepted accounting principles (“GAAP”). Records generated in the course of carrying out this Agreement shall be maintained for ten (10) years from the date of the grant award, or the date of the completion of any audits related to this Agreement, whichever is later. Grantee shall provide CalOptima or its designated agents, within ten (10) calendar days of a written request, information or copies of records necessary to verify and substantiate compliance with the terms of this Agreement. Grantee shall pay all duplication and postage costs associated with any audits and/or reviews necessary to ensure compliance with this Agreement or CalOptima's regulatory requirements. This Section 4.1 shall survive the termination of this Agreement.

4.2 **Reports.** Grantee shall submit all reports as specified in Attachment C, “Grant Report Schedule,” attached hereto and incorporated herein by this reference.

4.3 **Audit.** CalOptima shall have the right to audit, or to have audited by an independent third party, all Grant Project expenses. Grantee shall fully cooperate with CalOptima or its auditor and shall refund to CalOptima any amounts found to have been improperly expended from the Grant Award within thirty (30) days of the notice of such improper expenditures. Grantee shall be entitled to challenge any audit finding through appealing through CalOptima's grievance process.

V. INSURANCE AND INDEMNIFICATION

5.1 **Grantee Comprehensive General Liability (“CGL”)/Automobile Liability.** Grantee at its sole cost and expense shall maintain such policies of comprehensive general liability and automobile liability insurance and other insurance as shall be necessary to insure it and its business addresses, customers, employees, agents, and representatives against any claim or claims for damages arising by reason of (a) personal injuries or death occasioned in connection with the carrying out the project, (b) the use of any property of the Grantee, and (c) Grant Activities performed in connection with the Agreement, with minimum coverage of one million dollars (\$1,000,000) per incident/two million dollars (\$2,000,000) aggregate per year.

5.2 **Workers Compensation Insurance.** Grantee at its sole cost and expense shall maintain workers compensation insurance within the limits established and required by the State of California and employer’s liability insurance with minimum limits of liability of one million dollars (\$1,000,000) per occurrence/one million dollars (\$1,000,000) aggregate per year.

5.3 **Insurer Ratings.** Insurance required under this Agreement shall be provided by an insurer:

- (a) Rated by Best’s Guide Rating with a rating of B or better; and
- (b) Admitted to do business in California or an insurer approved to do business in California by the California Department of Insurance and listed on the Surplus Lines Association of California List of Eligible Surplus Lines Insurers (LESLI) or licensed by the California Department of Corporations as an Unincorporated Interindemnity Trust Arrangement as authorized by the California Insurance Code Section 12180.7.

5.4 **Captive Risk Retention Group/Self Insured.** Where any of the insurances mentioned above are provided by a Captive Risk Retention Group or are self-insured, such above provisions may be waived at the sole discretion of CalOptima, but only after CalOptima reviews the Captive Risk Retention Group’s or self-insured’s audited financial statements and approves the waiver.

5.5 **Cancellation or Material Change.** The Grantee shall not of its own initiative cause such insurances as addressed in this Article to be canceled or materially changed during the term of this Agreement without prior notification to CalOptima.

5.6 **Certificates of Insurance.** Prior to execution of this Agreement, Grantee shall provide Certificates of Insurance and additional insured endorsements to CalOptima showing the required insurance coverage and further providing that CalOptima is named as an additional insured on the Comprehensive General Liability Insurance and Automobile Liability Insurance with respect to the performance hereunder and Grantee’s coverage is primary and non-contributory as to any other insurance with respect to performance hereunder.

5.7 **Indemnification.** Grantee shall defend, indemnify and hold harmless CalOptima and its officers, directors, and employees from and against any and all claims (including attorneys' fees and reasonable expenses for litigation or settlement) that are related to or arise out of the Grantee’s

negligence, willful performance or non-performance or breach of any duties or obligations of Grantee arising under this Agreement. Neither termination of this Agreement nor completion of the acts to be performed under this Agreement shall release Grantee from its obligation to indemnify as to any claims or cause of action asserted so long as the event(s) upon which such claims or cause of action is predicated shall have occurred prior to the effective date of termination or completion.

5.8 **Notification of Claims.** CalOptima agrees to promptly notify Grantee of any claims or demands which arise and for which indemnification or Grantee's duty to defend hereunder is sought.

5.9 **Termination.** The terms of this Article V. shall survive the termination of this Agreement.

VI. TERM AND TERMINATION

6.1 **Term of Agreement.** This Agreement will commence on Effective Date and will remain in effect up to and including «Term Date» (“**Term Date**”), or completion of the Grant Project, whichever occurs first. CalOptima Health, in its sole discretion, may extend the term of the Agreement where the Grantee has not completed the Grant Project by the Term Date. Grantee must request such an extension in writing, setting forth good cause for the request, prior to the Term Date. If CalOptima Health opts to grant the term extension, it shall set forth the terms and conditions of the extension in writing, including the duration of the extension and reporting requirements during the extension. If Grantee does not accept those terms and conditions, the Agreement will terminate on the Term Date.

6.2 **Termination.** If Grantee fails to fulfill any of its duties and obligations under this Agreement, including but not limited to: (i) committing acts of unlawful discrimination; (ii) engaging in prohibited marketing activities; and, (iii) committing fraud or abuse relating to any obligation, duty or responsibility under this Agreement (such as falsifying data in any reports; failing to maintain eligible status (non-profit in good standing), paying for services to non-Medi-Cal Member out of grant funds, etc.), CalOptima may terminate this Agreement for cause pursuant to Section 6.3.

6.3 **Termination for Cause.** Notwithstanding and in addition to any other provisions of this Agreement, CalOptima may terminate this Agreement for cause effective upon thirty (30) calendar days' prior written notice. Cause shall include, but shall not be limited to, the actions set forth in Section 6.2. Grantee may appeal CalOptima's decision to terminate the Agreement for cause by filing a complaint pursuant to CalOptima policies and procedures. Grantee shall exhaust this administrative remedy, including requesting a hearing if permitted under CalOptima policies and procedures, for any and all Grantee complaints before commencing any civil action.

CalOptima's rights and remedies provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

6.4 **Automatic Termination.** This Agreement shall terminate automatically if the DHCS State Contract between CalOptima and DHCS is terminated.

6.5 **Bankruptcy.** CalOptima or Grantee may terminate this Agreement with thirty (30) day written notice to the other Party in the event (i) a petition is filed in a court of record jurisdiction to declare either Party bankrupt or for reorganization under the bankruptcy laws of the United States or any similar statute of a state of the United States, or (ii) if a trustee in bankruptcy or a receiver is appointed for such Party, and such petition, trustee, or receiver, as the case may be, is not dismissed within one hundred and twenty (120) days thereof.

VII. GENERAL PROVISIONS

7.1 **Interpretation of Agreement Language.** CalOptima has the right to final interpretation of the Agreement language when disputes arise. Grantee has the right to appeal disputes concerning Agreement language to CalOptima.

7.2 **Waiver.** Any failure of a Party to insist upon strict compliance with any provision of this Agreement shall not be deemed a waiver of such provision or any other provision of this Agreement. To be effective, a waiver must be in writing that is signed and dated by the Parties.

7.3 **Assignment.** Neither this Agreement nor any of the duties delegated herein shall be assigned, delegated or transferred by Grantee without the prior written consent of CalOptima. CalOptima may assign this Agreement and its rights, interests and benefits hereunder to any entity that has at least majority control of CalOptima or to any entity whose financial solvency has been approved by Grantee, which approval shall not be unreasonably withheld. If required, any assignment or delegation of this Agreement shall be void unless prior written approval is obtained from the appropriate state and federal agencies.

7.4 **Independent Parties.** Grantee acknowledges that it is, at all times during the term of this Agreement, acting as an independent contractor under this Agreement and is not as an agent, employee, or partner of CalOptima. Grantee agrees to be solely responsible for all matters relating to compensation of its employees, including, but not limited to, compliance with laws governing workers' compensation, Social Security, withholding and payment of any and all federal, state and local personal income taxes, disability insurance, unemployment, and any other taxes for such persons, including any related employer assessment or contributions required by law, and all other regulations governing such matters, and the payment of all salary, vacation and other employee benefits. At Grantee's expense as described herein, Grantee agrees to defend, indemnify, and hold harmless CalOptima, its directors, executives, officers, agents, employees, members, subsidiaries, joint venture partners, and predecessors and successors in interest from and against any claim, action, proceeding, liability, loss, damage, cost, or expense, including, without limitation, attorneys' fees as provided herein arising out of Grantee's alleged failure to pay, when due, all such taxes and obligations (collectively referred to for purposes of this paragraph as "**Employment Claim(s)**"). Grantee shall pay to CalOptima any expenses or charges relating to or arising from any such Employment Claim(s) as they are incurred by CalOptima.

7.5 **Integration of Entire Agreement.** This Agreement contains all of the terms and conditions agreed upon by the Parties regarding the subject matter of this Agreement. Any prior agreements, promises, negotiations, or representations of or between the Parties, either oral or written, relating to the subject matter of this Agreement that are not expressly set forth in this Agreement are

null and void and of no further force or effect. All attachments to this Agreement are considered part of this Agreement and are hereby incorporated herein.

7.6 **Independent Agreement.** Nothing in this Agreement shall affect any other contractual relationships between the Parties, such as an agreement for the provision of medical services to Members. No monies paid under this Agreement may be used for the provision of services that are payable under a different contract between the Parties, or for any other purpose beyond the Grant Project as set forth in Attachment A.

7.7 **Invalidity or Unenforceability.** The invalidity or unenforceability of any terms or provisions hereof will in no way affect the validity or enforceability of any other term or provision.

7.8 **Amendment.** CalOptima may amend this Agreement immediately upon written notice to Grantee in the event such amendment is required in order to maintain compliance with applicable state or federal laws. Other amendments to the Agreement shall be effective only upon mutual, written agreement of the Parties.

7.9 **No Waiver of Immunity or Privilege.** Any information delivered, exchanged or otherwise provided hereunder shall be delivered, exchanged or otherwise provided in a manner, which does not constitute a waiver of immunity or privilege under applicable law.

7.10 **Choice of Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California. The Parties consent to the jurisdiction of the California Courts with venue in Orange County, California.

7.11 **Force Majeure.** Both Parties shall be excused from performance hereunder for any period that they are prevented from meeting the terms of this Agreement as a result of a catastrophic occurrence or natural disaster, including, but not limited to, an act of war, but excluding labor disputes, (a “**Force Majeure Event**”) provided such Party uses commercially reasonable efforts to mitigate its effects and gives prompt written notice to the other Party. The time for the performance shall be extended for the period of delay or inability to perform due to such occurrences up to a period of ten (10) days at which time the Party unaffected by the Force Majeure Event may immediately terminate this Agreement upon written notice to the other Party without liability.

7.12 **Interpretation.** Each Party has had the opportunity to have counsel of its choice examine the provisions of this Agreement, and no implication shall be drawn against any Party by virtue of the drafting of this Agreement.

7.13 **Headings.** The article and section headings used herein are for reference and convenience only and shall not enter into the interpretation hereof.

7.14 **No Liability of County of Orange.** As required under Ordinance No. 3896, as amended, of the County of Orange, State of California, CalOptima and the Grantee hereby acknowledge and agree that the obligations of CalOptima under this Agreement are solely the obligations of CalOptima, and that the County of Orange, State of California, shall have no obligation or liability therefor.

7.15 **Non-liability of Officials and Employees of CalOptima.** No official or employee of CalOptima shall be personally liable to Grantee in the event of any default or breach by CalOptima, or for any amount that may become due to Grantee, or any obligation under the terms of this Agreement.

7.16 **Time of Essence.** Time is of the essence in the performance of this Agreement.

7.17 **Authority to Execute.** The persons executing this Agreement on behalf of the Parties warrant that they are duly authorized to execute this Agreement, and that by executing this Agreement, the Parties are formally bound.

7.18 **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall be deemed one and the same instrument.

7.19 **Notices.** All notices shall be in writing and shall be deemed to have been duly given on the date of service if personally served on the Party to whom notice is given, or seventy-two (72) hours after mailing by United States mail first class, Certified Mail or Registered Mail, return-receipt-requested, postage-prepaid, addressed to the party to whom notice is to be given and such Party's address as set forth below or such other address provided by notice.

To: CalOptima Health
Attention: CEO
C/O: CalAIM
505 City Parkway West
Orange, California 92868

To: Grantee
«Provider_Grantee_Name_»
«Send_Correspondence_to_This_Person_First» «Last_Name»
«Title»
«Address»
«City», «State» «Zip»

[SIGNATURES ON FOLLOWING PAGE]

VIII: SIGNATURES

IN WITNESS WHEREOF, the Parties have, by their duly authorized representatives, executed this Agreement, to be effective the date first written above:

FOR GRANTEE:

FOR CALOPTIMA:

SIGNATURE

SIGNATURE

«Signatory»

PRINT NAME

«CalOptima_Health_Signatory»

PRINT NAME

«Title_of_Signatory»

TITLE

«CalOptima_Health_Signatory_Title»

TITLE

DATE

DATE

ATTACHMENT A

Grant Project

Grantee agrees to meet requirements of the Scope of Work:

Objective

The Department of Health Care Services (DHCS) issued All Plan Letter (APL) 22-029 Dyadic Services and Family Therapy Benefit, which became effective January 1st, 2023, for all Medi-Cal managed care plans under Non-Specialty Mental Health Services (NSMHS).

Per California Welfare and Institutions Code section 14132.755, the Dyadic Services benefit is a family- and caregiver-focused model of care intended to address developmental and behavioral health conditions of children as soon as they are identified and that fosters access to preventive care for children, rates of immunization completion, coordination of care, child social-emotional health and safety, developmentally appropriate parenting, and maternal mental health.

The dyadic services benefit is designed to support the implementation of comprehensive models of dyadic services, including HealthySteps that work within the pediatric clinic setting to identify and address caregiver and family risk factors for the benefit of the child. Between 2019 and 2021, F5OC funded the HealthySteps program in five (5) Federally Qualified Health Centers (FQHCs) located in Orange County, with nearly 6,000 children ages 0-3 currently being served by HealthySteps

The grant agreement is for F5OC to create and administer the CalOptima Health Dyadic Services Program Academy. The academy's objective is for our members to have access to HealthySteps Dyadic Services by launching 10 sustainable dyadic services programs across Orange County at the completion of the academy. The academy will provide training to clinics across the county to help them understand and utilize the benefit with sustainable results.

F5OC will provide pre-academy planning and development, 9-month academy, and 12-month post-academy technical assistance for each clinic. In addition, each selected clinic will receive **\$150K** throughout the nine-month academy as deliverables are completed successfully. The funding will cover the cost of the employee and the HealthySteps licensure for each clinic.

CalOptima Health Dyadic Services Program Academy Program Budget			
	# of Clinics	Fund / Clinic	Amount
1 Staff Member for each clinic	10	\$120,000	\$1,200,000
HealthySteps Program Licensure for each clinic	10	\$30,000	\$300,000
		Sub-Total	\$1,500,000
Pre-academy and contract execution [3- month planning and development]			\$100,000

CalOptima Health Dyadic Services Program Academy Program Budget	
Academy [9-month]	\$121,250
Post-academy technical assistance for each clinic [12-month follow-up]	\$150,000
Sub-Total	\$371,250
Overall Grant Total	\$1,871,250

Expected Outcomes for CalOptima Health Dyadic Services Program Academy:

Develop the 9-month CalOptima Health Dyadic Services Program Academy
Complete the selection of 10 clinics to participate in the academy
Execute the 9- month academy
The selected 10 clinics successfully graduate from the academy and obtain their HealthySteps program licensure.
Establish utilization goals for each clinic before graduation from the academy
Provide 12 months of post-graduation technical assistance aiming for each clinic's HealthySteps program to remain sustainable.
Provide quarterly reports post-graduation to CalOptima Health demonstrating the established utilization goals.

ATTACHMENT B

GRANT PAYMENT

CalOptima has made a Grant Award to Grantee in the amount of «Total_Grant_Amount_Written» («Total_Grant_Amount_Numeric»), which shall be the maximum amount payable for the Grant Project and which shall be paid following execution of the Agreement in the time and manner set forth below.

Payments: Payments under this Agreement shall be made in «Number_of_Payments». «Payment_Schedule»

Return Funds: Grantee shall refund to CalOptima any funds that are found to not have been utilized in accordance with the requirements of this Agreement. CalOptima shall have the right to audit, or to have audited by an independent third party, all Grant Project expenses. Grantee shall fully cooperate with CalOptima or its auditor and shall refund to CalOptima any amounts found to have been improperly expended from the Grant Award within thirty (30) days of the notice of such improper expenditures.

ATTACHMENT C

REPORT SCHEDULE

Purpose of Grant Reports

In an effort to help ensure successful grant outcomes, CalOptima actively monitors and evaluates grant progress through monthly meetings with Grantee and requires that Grantee submit a final report. These reports are intended to help both CalOptima and Grantee appraise progress toward funding objectives.

Grant Report Requirements

All grant recipients must complete the Grant Report Form provided through written communication with CalOptima's CalAIM department. Please note that successful completion of reports are a condition of grant funding and incomplete reports will delay the disbursement of future grant payments, if multiple payments are being dispersed.

Report Submission Schedule

This grant requires the submission of «Number_of_Payments» over the duration of the project timeframe as follows:

- **Semi-Annual Progress Report** «SemiAnnual Progress Reports».
 - Specific due dates and Reporting Periods Covered:
 - Semi-Annual Report #1 - Due May 30, 2024 for Reporting Period November 1 2023 – April 30, 2024.
 - <<MANUALLY INSERT>>
- **Final Report** will be due within thirty (30) calendar days after the end of this Grant Agreement.
 - Specific due date and Reporting Period Covered:
 - «Final_Report»

CALOPTIMA HEALTH BOARD ACTION AGENDA REFERRAL

Action To Be Taken March 7, 2024

Regular Meeting of the CalOptima Health Board of Directors

Report Item

13. Approve Actions Related to a Contract with FoodSmart for CalAIM Medically Tailored Meal Registered Dietician Services

Contacts

Kelly Bruno Nelson, Executive Director, Medi-Cal and CalAIM, (657) 550-4741

Yunkyung Kim, Chief Operating Officer, (714) 923-8834

Recommended Actions

1. Authorize the Chief Executive Officer, or designee, to execute a contract with FoodSmart to provide Medically Tailored Meal Registered Dietician services, effective April 1, 2024, for a two (2)-year term with an option to be renewed for an additional two (2) consecutive years, exercisable at CalOptima Health's sole discretion; and
2. Authorize unbudgeted expenditures and appropriate funds in an amount up to \$4.0 million from existing reserves to fund the contract through June 30, 2024.

Background

California Advancing and Innovating Medi-Cal (CalAIM) is an initiative of the Department of Health Care Services (DHCS) to improve the quality of life and health outcomes of Medi-Cal members by implementing delivery system, program, and payment reforms across the Medi-Cal program. A key feature of this initiative is the 14 Community Supports, which are services that help address members' health-related social needs, help them live healthier lives, and avoid higher, costlier levels of care. While the 14 Community Supports are optional for managed care plans to adopt and implement, the CalOptima Health Board of Directors approved the implementation of all 14 Community Supports for the benefit of its members.

One of the 14 Community Supports is medically tailored meals. This service provides medically tailored meals or grocery boxes to members who either have a chronic condition or are transitioning home after discharge from a hospital or nursing home. CalOptima Health launched the medically tailored meals service in July 2022 and currently contracts with six vendors to provide meals or grocery boxes to eligible members.

To enhance the medically tailored meals service and create opportunities for improved health outcomes, on September 28, 2023, CalOptima Health issued a request for proposals (RFP) to identify a dedicated vendor to offer the following services to all CalOptima Health members who are referred to medically tailored meals:

1. Screening/evaluations for:
 - Clinical (nutrition and general health) and social determinants of health risk; and
 - Eligibility to receive food & nutrition support per guidelines of the CalAIM Medically Tailored Meals Program.

2. Medical nutrition therapy and/or nutrition counseling, education and skill development around food, nutrition, and cooking provided by Registered Dietitians;
3. Targeted food interventions based on individual risk stratification and tailored to the needs of the member;
4. Assistance with enrolling eligible members into CalFresh, federally known as the Supplemental Nutrition Assistance Program (SNAP); and
5. Personalized, digital meal planning and grocery shopping tools.

Discussion

The RFP closed on October 25, 2023, and CalOptima Health received a total of four proposals. All proposals were reviewed by CalOptima Health staff and evaluated based on the following criteria:

- Proper qualifications and capacity;
- Related experience;
- Service team qualifications; and
- Price/cost.

Upon completing the RFP/procurement evaluation process, the following scores were given to each applicant:

Name	Score	Rank
FoodSmart	4.3500	1.0
GA Foods	4.0500	2.0
Tangelo	3.6250	3.0
LifeSpring	3.3500	4.0

Based on standard procurement processes and in conjunction with CalOptima Health Policy GA.5002: Purchasing, the evaluation team identified FoodSmart as the vendor that best meets CalOptima Health member needs for a Medically Tailored Meals Registered Dietitian Services Provider.

Fiscal Impact

The recommended action is unbudgeted and estimated to increase medical expenses by approximately \$16 million annually. An appropriation of up to \$4.0 million from existing reserves will fund the contract through June 30, 2024. Management will include medical expenses associated with this contract in the CalOptima Health Fiscal Year 2024-25 Operating Budget and any future budgets, as appropriate.

Rationale for Recommendation

CalOptima Health staff recommends contracting with Food Smart to enhance and expand the medically tailored meals service with the goal of enabling members to achieve their nutritional goals, improve related health outcomes, and regain and maintain their health.

Concurrence

James Novello, Outside General Counsel, Kennaday Leavitt

Attachments

1. Foodsmart Contract
2. Entities Covered by this Recommended Action

/s/ Michael Hunn
Authorized Signature

03/01/2024
Date

ANCILLARY SERVICES CONTRACT

This Ancillary Services Contract (the “Contract”) is entered into by and between Orange County Health Authority, a Public Agency, dba CalOptima Health (“CalOptima”), and **David Ashley, M.D., P.C. dba Foodsmart Nutrition Network** (“Provider”), with respect to the following:

RECITALS

1. CalOptima was formed pursuant to California Welfare and Institutions Code Section 14087.54 and Orange County Ordinance No. 3896, as amended by Ordinance Nos. 00-8 and 05-008, as a result of the efforts of the Orange County health care community.
2. CalOptima has entered into a contract (“DHCS Contract”) with the State of California (“State”), Department of Health Care Services (“DHCS”), pursuant to which it is obligated to arrange and pay for the provision of health care services to certain Medi-Cal eligible beneficiaries in Orange County (referred to herein as the “Medi-Cal Program”).
3. DHCS is adding Enhanced Care Management (“ECM”) services to the Medi-Cal benefit set, effective January 1, 2022, and transitioning the Whole Person Care (“WPC”) and the Health Homes Program (“HHP”) to ECM.
4. CalOptima has entered into a contract with the U.S. Department of Health and Human Services (“HHS”), Centers for Medicare and Medicaid Services (“CMS”), to operate a Medicare Advantage (“MA”) plan pursuant to Title II of the Medicare Prescription Drug, Improvement and Modernization Act of 2003 (Pub. L. 108-73) (“MMA”), and to offer Medicare-covered items and services to eligible individuals (referred to herein as the “OneCare Program”). CalOptima, as a dual-eligible Special Needs Plan (dual SNP), may only enroll those dual eligible individuals who meet all applicable Medicare Advantage eligibility requirements, and who are eligible to be enrolled in CalOptima’s Medi-Cal Managed Care plan, as described in the contract between CalOptima and DHCS.
5. CalOptima has entered into a participation contract with the State of California, acting by and through DHCS, and HHS, acting by and through CMS, to furnish health care services to Medicare/Medi-Cal enrollees who are enrolled in CalOptima’s Cal MediConnect program.
6. Provider is a provider of the items and services described in this Contract and has all certifications, licenses and permits necessary to furnish such items and services.
7. CalOptima desires to engage Provider to furnish, and Provider desires to furnish, certain items and services to CalOptima Members as described herein. CalOptima and Provider desire to enter into this Contract on the terms and conditions set forth herein below.

NOW, THEREFORE, the parties agree as follows:

ARTICLE 1 DEFINITIONS

The following definitions, and any additional definitions set forth in Attachments and Schedules attached hereto, apply to the terms set forth in this Contract:

- 1.1. “Cal MediConnect” means a program to furnish health care services to Medicare/Medi-Cal members who are enrolled in CalOptima’s Cal MediConnect Program. Cal MediConnect is also referred to as OneCare Connect.

- 1.2. “California Children’s Services (CCS)” means those services authorized by the CCS Services Program for the diagnosis and treatment of the CCS Services Eligible Conditions of a specific Member.
- 1.3. “California Children’s Services (CCS) Eligible Condition(s)”, means a physically handicapping condition, as defined in Title 22 C.C.R. Sections 41515.2 through 41518.9.
- 1.4. “CalOptima Community Network” or “CCN” means CalOptima’s direct health network that serves members who are enrolled in it pursuant to CalOptima Policies. CCN Members are assigned to Primary Care Providers as their medical home, and their care is coordinated through the PCP.
- 1.5. “CalOptima Direct” or “COD” means a program CalOptima administers for CalOptima beneficiaries not enrolled in a Health Network. COD consists of two components:
 - 1.5.1. CalOptima Direct Members who are assigned to CalOptima Community Network (CCN) in accordance with CalOptima Policy. Members are assigned to Primary Care Physicians (PCP) as their medical home, and their care is coordinated through their PCP in CCN.
 - 1.5.2. “CalOptima Direct-Administrative” or “COD-Administrative” provides services to Members who reside outside of CalOptima’s service area, are transitioning into a Health Network, have a Medi-Cal Share of Cost, or are eligible for both Medicare and Medi-Cal. These Members are free to select any registered Practitioner for Physician services.
- 1.6. “CalOptima Policies” means CalOptima policies and procedures relevant to this Contract, as amended from time to time at the sole discretion of CalOptima.
- 1.7. “CalOptima Programs” means the Medi-Cal, OneCare, Program of All-Inclusive Care for the Elderly (PACE) and Cal MediConnect (OneCare Connect) programs administered by CalOptima. Provider participates in the specific CalOptima Program(s) identified on Attachment A.
- 1.8. “CalOptima's Regulators” means those government agencies that regulate and oversee CalOptima's and its first tier downstream and/or related entity’s (“FDR’s”) activities and obligations under this Contract including, without limitation, the Department of Health and Human Services Inspector General, the Centers for Medicare and Medicaid Services, the California Department of Health Care Services, and the California Department of Managed Health Care, the Comptroller General and other government agencies that have authority to set standards and oversee the performance of the parties to this Contract.
- 1.9. “CCS-Paneled Providers(s)” means any of the following providers when used to treat Members for a CCS condition:
 - (a) A medical provider that is paneled by the CCS Program, pursuant to Health and Safety Code, Article 5 (commencing with Section 123800 of Chapter 3 of Part 2 of Division 106).
 - (b) A licensed acute care hospital approved by the CCS Program.
 - (c) A special care center approved by the CCS Program.
- 1.10. “CCS Program” means the State of California public health program that assures the delivery of specialized diagnostic, treatment, and therapy services to financially and medically eligible children under the age of 21 years who have CCS Eligible Conditions.

- 1.11. “Claim” means a request for payment submitted by Provider in accordance with this Contract and CalOptima Policies.
- 1.12. “Clean Claim” means a Claim that has no defects or improprieties, contains all required supporting documentation, passes all system edits, and does not require any additional reviews by medical staff to determine appropriateness of services provided as defined in the CalOptima Program(s).
- 1.13. “Community Supports” means “in-lieu of services”, as set forth in 42 CFR § 438.3(e)(2), that are offered in place of services or settings covered under the California Medicaid State Plan (“State Plan”) and are medically appropriate, cost-effective alternatives to the State Plan Covered Services. Community Supports are optional for both CalOptima and the Member, must be approved by the DHCS, and are authorized and identified in CalOptima’s Medi-Cal Contract with DHCS. Effective no sooner than January 1, 2022, CalOptima shall offer the following fourteen (14) selected DHCS-approved Community Supports, as further defined in CalOptima Policy GG.1355: Community Supports: (i) Housing Transition Navigation Services; (ii) Housing Deposits; (iii) Housing Tenancy and Sustaining Services; (iv) Recuperative Care (Medical Respite); (v) Day Habilitation Programs; (vi) Medically Tailored Meals; (vii) Personal Care and Homemaker Services; (viii) Short-Term Post-Hospitalization Housing Services; (ix) Sobering Centers; (x) Respite Services; (xi) Nursing Facility Transition/Diversion to Assisted Living Facilities Services; (xii) Community Transition /Nursing Facility Transition to a Home Services; (xiii) Environmental Accessibility Adaptations; and (xiv) Asthma Remediation Services.
- 1.14. For purposes of this Contract, the Community Supports that Provider shall offer to Members are the DHCS-approved Community Supports described in Attachment A of this Contract.
- 1.15. “Community Supports Provider” means the Provider when providing DHCS-approved Community Supports to Members pursuant to this Contract. Provider shall have the experience and/or training in providing the DHCS-approved Community Supports described in Attachment A of this Contract.
- 1.16. “Community Network” means CalOptima’s direct health network that serves members who are enrolled in it pursuant to CalOptima Policies. Community Network Members are assigned to Primary Care Providers as their medical home, and their care is coordinated through the PCP.
- 1.17. “Compliance Program” means the program (including, without limitation, the compliance manual, code of conduct and CalOptima Policies) developed and adopted by CalOptima to promote, monitor and ensure that CalOptima’s operations and practices and the practices of the members of its Board of Directors, employees, contractors and providers comply with applicable law and ethical standards. The Compliance Program includes CalOptima’s Fraud, Waste and Abuse (“FWA”) plan.
- 1.18. “Coordination of Benefits” or “COB” refers to the determination of order of financial responsibility which applies when two or more health benefit plans provide coverage of items and services for an individual.
- 1.19. “Covered Services” means those services provided under the Fee-for-Service Medi-Cal program, as set forth in Article 4, Chapter 3 (beginning with Section 51301), Subdivision 1, Division 3, Title 22, CCR, and Article 4 (beginning with Section 6840), Subchapter 13, Chapter 4, Division 1 of Title 17, CCR, which (i) are included as Covered Services under the DHCS Contract; and (ii) are Medically Necessary, as described in Attachment A (which may be revised from time to time at the discretion of CalOptima), along with chiropractic services (as defined in Section 51308 of Title 22, CCR), podiatry services (as defined in Section 51310 of Title 22, CCR), speech

pathology services and audiology services (as defined in Section 51309 of Title 22, CCR) and effective July 1, 2019, or such later date as the CalOptima Whole Child Model Program becomes effective, Covered Services shall also include CCS Services (as defined in Subdivision 7 of Division 2 of Title 22 of the California Code of Regulations), which shall be covered for Members, notwithstanding whether such benefits are provided under the Fee-for-Service Medi-Cal Program.

- 1.20. "ECM Provider" means Provider when providing ECM services to ECM Members pursuant to this Contract.
- 1.21. "Effective Date" means the effective date of commencement of the Contract as provided in Article 10.
- 1.22. "Encounter Data" means the record of a Member receiving any items(s) or service(s) provided through Medicaid or Medicare under a prepaid, capitated or any other risk basis payment methodology submitted to CMS. The encounter data record shall incorporate HIPAA security, privacy, and transaction standards and be submitted in ASCX12N 837 or any successor format required by CalOptima's Regulators."
- 1.23. "Enhanced Care Management" or "ECM" means a whole-person, interdisciplinary approach to care that addresses the clinical and non-clinical needs of high need and/or high-cost Members through systematic coordination of services and comprehensive care management that is community-based, high-touch, and person-centered. ECM is a Medi-Cal benefit.
- 1.24. "Government Agencies" means Federal and State agencies that are parties to the Government Contracts including, HHS/CMS, DHCS, DMHC and their respective agents and contractors, including quality improvement organizations (QIOs).
- 1.25. "Government Contract(s)" means the written contract(s) between CalOptima and the Federal and/or State government pursuant to which CalOptima administers and pays for covered items and services under a CalOptima Program.
- 1.26. "Government Guidance" means Federal and State operational and other instructions related to the coverage, payment and/or administration of CalOptima Program(s).
- 1.27. "Health Network" means a physician group, physician-hospital consortium or health care service plan, such as an HMO, which is contracted with CalOptima to provide items and services to non-COD Members on a capitated basis.
- 1.28. "Licenses" means all licenses and permits that Provider is required to have in order to participate in the CalOptima Programs and/or furnish the items and/or services described under this Contract.
- 1.29. "Medi-Cal" is the name of the Medicaid program for the State of California (*i.e.*, the program authorized by Title XIX of the Federal Social Security Act and the regulations promulgated thereunder).
- 1.30. "Medically Necessary" or "Medical Necessity" means reasonable and necessary services to protect life, to prevent illness or disability, or to alleviate severe pain through the diagnosis or treatment of disease, illness or injury, achieve age appropriate growth and development, and attain, maintain, or regain functional capacity per Title 22, CCR Section 51303 (a) and 42 CFR 438.210 (a)(5). When determining the Medical Necessity for a Medi-Cal beneficiary under the age of 21, "Medical Necessity" is expanded to include the standards set forth in 42 USC Section 1396d(r), and W & I Code Section 14132(v).

- 1.31. “Medicare” means the Federal health insurance program defined in Title XVIII of the Federal Social Security Act and regulations promulgated thereunder.
- 1.32. “Medicare Secondary Payer” or “MSP” means the Medicare coordination of benefits requirements as incorporated in MA regulations.
- 1.33. “Member” means any person who has been determined to be eligible to receive benefits from, and is enrolled in, one or more CalOptima Program. Member may also be referred to as Enrollee or Participant depending on the CalOptima Program.
- 1.34. “Memorandum/Memoranda of Understanding” or “MOU” means an agreement(s) between CalOptima and an external agency(ies), which delineates responsibilities for coordinating care to CalOptima Members.
- 1.35. “Participating Provider” means an institutional, professional or other Provider of health care services who has entered into a written agreement with CalOptima to provide Covered Services to Members.
- 1.36. “Participation Status” means whether or not a person or entity is or has been suspended, precluded, or excluded from participation in Federal and/or State health care programs and/or has a felony conviction (if applicable) as specified in CalOptima's Compliance Program and CalOptima Policies.
- 1.37. “Preclusion List” means the CMS-compiled list of providers and prescribers who are precluded from receiving payment for Medicare Advantage (MA) items and services or Part D drugs furnished or prescribed to Medicare beneficiaries.
- 1.38. “Subcontract” means a contract entered into by Provider with a party that agrees to furnish items and/or services to CalOptima Members, or administrative functions or services related to Provider fulfilling its obligation to CalOptima under the terms of this Contract if, and to the extent, permitted under this Contract.
- 1.39. “Subcontractor” means a person or entity who has entered into a Subcontract with Provider for the purposes of filling Provider’s obligations to CalOptima under the terms of this Contract. Subcontractors may also be referred to as Downstream Entities.
- 1.40. “Whole Child Model Program” or “WCM” means CalOptima’s WCM program whereby CCS will be a Medi-Cal managed care plan benefit with the goal being to improve health care coordination for the whole child, rather than handle CCS Eligible Conditions separately.
- 1.41. “Basic Population Health Management” or “Basic PHM” means CalOptima’s approach to care that ensures that needed programs and services are made available to each Member, regardless of the Member’s risk tier, at the right time and in the right setting. Basic PHM includes federal requirements for care coordination and comply with all applicable federal and state requirements, and National Committee for Quality Assurance (“NCQA”) standards.
- 1.42. “Complex Case Management” means an approach to care management that meets differing needs of high and rising-risk Members, including both ongoing chronic care coordination for chronic conditions and interventions for episodic, temporary needs. Complex Case Management includes all services and requirements under Basic PHM.
- 1.43. “ECM Care Team” means a team of staff employed or contracted by the Provider, as an ECM Provider, that provides ECM services to ECM Members.

- 1.44. “ECM Member” means a CalOptima Medi-Cal Member who meets inclusion criteria for one of the ECM Populations of Focus, authorized by CalOptima to receive ECM services.
- 1.45. “Lead Care Manager” means a Member’s designated care manager for ECM who works for the ECM Provider’s organization. The Lead Care Manager operates as part of the Member’s ECM Care Team and is responsible for coordinating all aspects of ECM and any Community Supports. To the extent a Member has other care managers, the Lead Care Manager will be responsible for coordinating with those individuals and/or entities to ensure a seamless experience for the Member and non-duplication of services.

ARTICLE 2 FUNCTIONS AND DUTIES OF PROVIDER

- 2.1 Provision of Covered Services.
 - 2.1.1 Provider shall furnish Covered Services identified in Attachment A to eligible Members in the applicable CalOptima Programs. Provider shall furnish such items and services in a manner satisfactory to CalOptima.
 - 2.1.2 Throughout the term of this Contract, and subject to the conditions of the Contract, Provider shall maintain the quantity and quality of its services and personnel in accordance with the requirements of this Contract, to meet Provider’s obligation to provide Covered Services hereunder.
 - 2.1.3 In accordance with Section 2.22 of this Contract, Provider and its Subcontractors shall furnish Covered Services to Members under this Contract in the same manner as those services are provided to other patients.
- 2.2 Licensure. Provider represents and warrants that it has, and shall maintain during the term of this Contract, valid and active Licenses applicable to the Covered Services and for the State in which the Covered Services are rendered.
- 2.3 Regulatory Approvals. Provider represents and warrants that it has, and shall maintain during the term of this Contract, applicable Medi-Cal and Medicare provider and/or supplier numbers.
- 2.4 Good Standing. Provider represents it is in good standing with State licensing boards applicable to its business, DHCS, CMS and the DHHS Officer of Inspector General (“OIG”). Provider agrees to furnish CalOptima with any and all correspondence with, and notices from, these agencies of investigations and/or the issuance of criminal, civil and/or administrative sanctions (threatened or imposed) related to licensure, fraud and or abuse (execution of grand jury subpoena, search and seizure warrants, etc.), and/or participation status.
- 2.5 Geographic Coverage Area. Provider shall serve Members in all areas of Orange County, California.
- 2.6 Eligibility Verification. Provider shall verify a Member’s eligibility for the applicable CalOptima Program benefits upon receiving request for Covered Services. For Members in the Medi-Cal Program with share of cost (SOC) obligations, Provider shall collect SOC in accordance with CalOptima Policies.

- 2.7 Notices and Citations. Provider shall notify CalOptima in writing of any report or other writing of any State or Federal agency and/or Accreditation Organization that regulates Provider that contains a citation, sanction and/or disapproval of Provider's failure to meet any material requirement of State or Federal law or any material standards of an Accreditation Organization.
- 2.8 Professional Standards. All Provider Services provided or arranged for under this Contract shall be provided or arranged by duly licensed, certified or otherwise authorized professional personnel in manner that (i) meets the cultural and linguistic requirements of this Contract; (ii) within professionally recognized standards of practice at the time of treatment; (iii) in accordance with the provisions of CalOptima's UM and QMI Programs; and (iv) in accordance with the requirements of State and Federal law and all requirements of this Contract.
- 2.9 Marketing Requirements. Provider shall comply with CalOptima's marketing guidelines relevant to the pertinent CalOptima Program(s) and applicable laws and regulations.
- 2.10 Disclosure of Provider Ownership. Provider shall provide CalOptima with the following information, as applicable: (a) names of all officers of Provider's governing board; (b) names of all owners of Provider; (c) names of stockholders owning more than five percent (5%) of the stock issued by Provider; and (d) names of major creditors holding more than five percent (5%) of the debt of Provider. Provider shall complete any disclosure forms required under the CalOptima Programs as requested by CalOptima. Provider shall notify CalOptima immediately of any changes to the information included by Provider in the disclosure forms submitted to CalOptima.
- 2.11 Not applicable to this Contract.
- 2.12 Provider Agreement to Extend Terms and Rates. Provider agrees to extend to Health Networks the same terms contained in this Contract regarding Provider performance, duties and obligations, and rates for Covered Services provided to CalOptima Members enrolled in Health Networks. Provider agrees to contract with a Health Network(s) upon the request of a Health Network(s).
- 2.13 CalOptima QMI Program. Provider acknowledges and agrees that CalOptima is accountable for the quality of care furnished to its Members in all settings including services furnished by Provider. Provider agrees, when reasonable and within capability of Provider, that it is subject to the requirements of CalOptima's QMI Program and that it shall participate in QMI Program activities as required by CalOptima. Such activities may include, but are not limited to, the provision of requested data and the participation in assessment and performance audits and projects (including those required by CalOptima's regulators) that support CalOptima's efforts to measure, continuously monitor, and evaluate the quality of items and services furnished to Members. Provider shall participate in CalOptima's QMI Program development and implementation for the purpose of collecting and studying data reflecting clinical status and quality of life outcomes for CalOptima Members. Provider shall cooperate with CalOptima and Government Agencies in any complaint, appeal or other review of Provider Services (e.g., medical necessity) and shall accept as final all decisions regarding disputes over Provider Services by CalOptima or such Government Agencies, as applicable, and as required under the applicable CalOptima Program. Provider shall also allow CalOptima to use performance data for quality and reporting purposes including, but not limited to, quality improvement activities and public reporting to consumers, and performance data reporting to regulators as identified in CalOptima Policies.

Provider shall also allow CalOptima to use performance data for purposes including, but not limited to, quality improvement activities and public reporting to consumers, as identified in CalOptima policy GG.1638.

- 2.14 Utilization & Resource Management Program. Provider acknowledges and agrees that CalOptima has implemented and maintains a Utilization & Resource Management Program (“UM Program”) that addresses evaluations of medical necessity and processes to review and approve the provision of items and services, including Covered Services, to Members. Provider shall comply with the requirements of the UM Program including, without limitation, those criteria applicable to the Covered Services as described in this Contract.
- 2.15 CalOptima Oversight. Provider understands and agrees that CalOptima is responsible for the monitoring and oversight of all duties of Provider under this Contract, and that CalOptima has the authority and responsibility to: (i) implement, maintain and enforce CalOptima Policies governing Provider’s duties under this Contract and/or governing CalOptima's oversight role; (ii) conduct audits, inspections and/or investigations in order to oversee Provider’s performance of duties described in this Contract; (iii) require Provider to take corrective action if CalOptima or a Government Agency determines that corrective action is needed with regard to any duty under this Contract; and/or (iv) revoke the delegation of any duty, if Provider fails to meet CalOptima standards in the performance of that duty. Provider shall cooperate with CalOptima in its oversight efforts and shall take corrective action as CalOptima determines necessary to comply with the laws, accreditation agency standards, and/or CalOptima Policies governing the duties of Provider or the oversight of those duties.
- 2.16 Transfer of Care. Upon request by a CalOptima Member, Provider shall assist the CalOptima Member in the orderly transfer of such CalOptima Member’s medical care. In doing so, Provider shall make available to the new provider of care for the Member, copies of the medical records, patient files, and other pertinent information, including information maintained by any Subcontractor, necessary for efficient medical case management of Member. In no circumstance shall a CalOptima Member be billed for this service.
- 2.17 Linguistic and Cultural Sensitivity Services. Provider shall comply with CalOptima Policies including, without limitation, the requirements set forth herein related to linguistic and cultural sensitivity. CalOptima will provide cultural competency, sensitivity, and diversity training. Provider shall address the special health needs of Members who are members of specific ethnic and cultural populations, such as, but not limited to, Vietnamese and Hispanic persons. Provider shall in its policies, administration, and services practice the values of (i) honoring the Members' beliefs, traditions and customs; (ii) recognizing individual differences within a culture; (iii) creating an open, supportive and responsive organization in which differences are valued, respected and managed; and (iv) through cultural diversity training, foster in staff attitudes and interpersonal communication styles that respect Members' cultural backgrounds. Provider shall fully cooperate with CalOptima in the provision of cultural and linguistic services provided by CalOptima for Members receiving services from Provider. Provider shall provide translation of written materials in the threshold languages identified by CalOptima at no higher than the sixth (6th) grade reading level.
- 2.18 Provision of Interpreters. Provider shall ensure that CalOptima Members are provided with linguistic interpreter services and interpreter services for Members who are deaf and hard of hearing as necessary to ensure effective communication regarding treatment, diagnosis, and medical history or health education pursuant to the requirements in this Contract, CalOptima Policies and Attachment B to this Contract.

Interpreters shall be used where needed and when technical, medical, or treatment information is to be discussed. Provider shall not require a Member to use friends or family as interpreters. However, a family member may be used when the use of the family member or friend: (a) is requested by a Member; (b) will not compromise the effectiveness of service; (c) will not violate

a Member's confidentiality; and (d) Member is advised that an interpreter is available at no cost to the Member.

- 2.19 CalOptima's Compliance Program and Other Guidance. Provider and its employees, board members, owners, Participating Providers and/or Subcontractors furnishing medical and/or administrative services under this Contract ("Provider's Agents") shall comply with the requirements of CalOptima's Compliance Program, including CalOptima Policies, as may be amended from time to time. CalOptima shall make its Compliance Plan and Code of Conduct available to Provider and Provider shall make them available to Provider's Agents. Provider agrees to comply with, and be bound by, any and all MOUs.
- 2.20 Equal Opportunity. Provider and its Subcontractors will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. Provider and its Subcontractors will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and career development opportunities and selection for training, including apprenticeship. Provider and its Subcontractors agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or DHCS, setting forth the provisions of the Equal Opportunity clause, Section 503 of the Rehabilitation Act of 1973, and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212). Such notices shall state Provider and its Subcontractors' obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.

Provider and its Subcontractors will, in all solicitations or advancements for employees placed by or on behalf of Provider and its Subcontractors, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era.

Provider and its Subcontractors will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by the Federal Government or the State, advising the labor union or workers' representative of Provider and its Subcontractors' commitments under the provisions herein and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

Provider and its Subcontractors will comply with all provisions of and furnish all information and reports required by Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212) and of the Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity', and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and of the rules, regulations, and relevant orders of the Secretary of Labor.

Provider and its Subcontractors will furnish all information and reports required by Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity', and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the State and its designated representatives and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

In the event of Provider and its Subcontractors' noncompliance with the requirements of the provisions herein or with any federal rules, regulations, or orders which are referenced herein, this Contract may be cancelled, terminated, or suspended in whole or in part, and Provider and its Subcontractors may be declared ineligible for further federal and state contracts, in accordance with procedures authorized in Federal Executive Order No. 11246 as amended, and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity', and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

Provider and its Subcontractors will include the provisions of this section in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor, issued pursuant to Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity', and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or Section 503 of the Rehabilitation Act of 1973 or (38 U.S.C. 4212) of the Vietnam Era Veteran's Readjustment Assistance Act, so that such provisions will be binding upon each Subcontractor or vendor. Provider and its Subcontractors will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs or DHCS may direct as a means of enforcing such provisions, including sanctions for noncompliance, provided, however, that in the event Provider and its Subcontractors become involved in, or are threatened with litigation by a Subcontractor or vendor as a result of such direction by DHCS, Provider and its Subcontractors may request in writing to DHCS, who, in turn, may request the United States to enter into such litigation to protect the interests of the State and of the United States.

- 2.21 Compliance with Applicable Laws. Provider shall observe and comply with all Federal and State laws and regulations, and requirements established in Federal and/or State programs in effect when the Contract is signed or which may come into effect during the term of the Contract, which in any manner affects the Provider's performance under this Contract. Provider understands and agrees that payments made by CalOptima are, in whole or in part, derived from Federal funds, and therefore Provider and any Subcontractor are subject to certain laws that are applicable to individuals and entities receiving Federal funds. Provider agrees to comply with all applicable Federal laws, regulations, reporting requirements and CMS instructions including Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, the Americans with Disabilities Act, and to require any Subcontractor to comply accordingly. Provider agrees to include the requirements of this section in its contracts with any Subcontractor.
- 2.22 No Discrimination/Harassment (Employees). During the performance of this Contract, Provider and its Subcontractors shall not unlawfully discriminate, harass, or allow harassment against any

employee or applicant for employment because of race, religion, creed, color, national origin, ancestry, physical disability (including Human Immunodeficiency Virus (HIV), and Acquired Immune Deficiency Syndrome (AIDS)), mental disability, medical condition, marital status, age (over 40), gender or the use of family and medical care leave and pregnancy disability leave. Provider and Subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment. Provider and Subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder, (Title 2, CCR, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the CCR are incorporated into this Contract by reference and made a part hereof as if set forth in full. Provider and its Subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

- 2.23 No Discrimination (Member). Neither Provider nor its Subcontractors shall discriminate against Members because of race, color, national origin, creed, ancestry, religion, language, age, marital status, sex, sexual orientation, gender identity, health status, physical or mental disability, or identification with any other persons or groups defined in Penal Code 422.56, in accordance with Title VI of the Civil Rights Act of 1964, 42 USC Section 2000d (race, color, national origin); Section 504 of the Rehabilitation Act of 1973 (29 USC §794) (nondiscrimination under Federal grants and programs); Title 45 CFR Part 84 (nondiscrimination on the basis of handicap in programs or activities receiving Federal financial assistance); Title 28 CFR Part 36 (nondiscrimination on the basis of disability by public accommodations and in commercial facilities); Title IX of the Education Amendments of 1973 (regarding education programs and activities); Title 45 CFR Part 91 and the Age Discrimination Act of 1975 (nondiscrimination based on age); as well as Government Code Section 11135 (ethnic group identification, religion, age, sex, color, physical or mental handicap); Civil Code Section 51 (all types of arbitrary discrimination); Section 1557 of the Patient Protection and Affordable Care Act; and all rules and regulations promulgated pursuant thereto, and all other laws regarding privacy and confidentiality.

For the purpose of this Contract, if based on any of the foregoing criteria, the following constitute prohibited discrimination: (a) denying any Member any Covered Services or availability of a Provider, (b) providing to a Member any Covered Service which is different or is provided in a different name or at a different time from that provided to other similarly situated Members under this Contract, except where medically indicated, (c) subjecting a Member to segregation or separate treatment in any manner related to the receipt of any Covered Service, (d) restricting a Member in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any Covered Service, (e) treating a Member differently than others similarly situated in determining compliance with admission, enrollment, quota, eligibility, or other requirements or conditions that individuals must meet in order to be provided any Covered Service, or in assigning the times or places for the provision of such services. Provider and its Subcontractors agree to render Covered Services to Members in the same manner, in accordance with the same standards, and within the same time availability as offered to non-CalOptima patients. Provider and its Subcontractors shall take affirmative action to ensure that all Members are provided Covered Services without discrimination, except where medically necessary. For the purposes of this section, physical handicap includes the carrying of a gene which may, under some circumstances, be associated with disability in that person's offspring, but which causes no adverse effects on the carrier. Such genetic handicap shall include, but not be limited to, Tay-Sachs trait, sickle cell trait, thalassemia trait, and X-linked hemophilia. Provider and its Subcontractors shall act upon all complaints alleging discrimination against Members in accordance with CalOptima's Policies.

- 2.24 Reporting Obligations. In addition to any other reporting obligations under this Contract, Provider shall submit such reports and data relating to services covered under this Contract as are required by CalOptima, including, without limitations, to comply with the requests from Government Agencies to CalOptima. CalOptima shall reimburse Provider for reasonable costs for producing and delivering such reports and data.
- 2.25 Subcontract Requirements. If permitted by the terms of this Contract, Provider may subcontract for certain functions covered by this Contract, subject to the requirements of this Contract. Subcontracts shall not terminate the legal liability of Provider under this Contract. Provider must ensure that all Subcontracts are in writing and include any and all provisions required by this Contract or applicable Government Programs to be incorporated into Subcontracts. Provider shall make all Subcontracts available to CalOptima or its regulators upon request. Provider is required to inform CalOptima of the name and business addresses of all Subcontractors. Additionally, Provider shall require that all Subcontracts relating to the provision of Covered Services include, without limitation, the following provisions:
- 2.25.1 An agreement to make all books and records relative to the provision of and reimbursement for Covered Services furnished by Subcontractor to Provider available at all reasonable times for inspection, examination or copying by CalOptima or duly authorized representatives of the Government Agencies in accordance with Government Contract requirements.
- 2.25.2 An agreement to maintain such books and records (a) in accordance with the general standards applicable to such books and records and any record requirements in this Contract and CalOptima Policies; (b) at the Subcontractor's place of business or at such other mutually agreeable location in California.
- 2.25.3 An agreement for the establishment and maintenance of and access to records as set forth in this Contract.
- 2.25.4 An agreement requiring Subcontractors to provide Covered Services to CalOptima Members in the same manner as those services are provided to other patients.
- 2.25.5 An agreement to comply with all provisions of this Contract and applicable law with respect to providing and paying for Emergency Services.
- 2.25.6 An agreement that Subcontractors shall notify Provider of any investigations into Subcontractors' professional conduct, or any suspension of or comment on a Subcontractor's professional licensure, whether temporary or permanent.
- 2.25.7 An agreement to comply with CalOptima's Compliance Program.
- 2.25.8 An agreement to comply with Member financial and hold harmless protections as set forth in this Contract.
- 2.26 Fraud and Abuse Reporting. Provider shall report to CalOptima all cases of suspected fraud and/or abuse, as defined in 42 Code of Federal Regulations, Section 455.2, relating to the rendering of Covered Services by Provider, whether by Provider, Provider's employees, Subcontractors, and/or Members within five (5) working days of the date when Provider first becomes aware of or is on notice of such activity.
- 2.27 Participation Status. Provider shall have Policies and Procedures to verify the Participation Status of Provider's Agents. In addition, Provider attests and agrees as follows:

- 2.27.1 Provider and Provider's Agents shall meet CalOptima's Participation Status requirements during the term of this Contract.
- 2.27.2 Provider shall immediately disclose to CalOptima, including, but not limited to, any pending investigation involving, or any determination of, suspension, exclusion or debarment of Provider or Provider's Agents occurring and/or discovered during the term of this Contract.
- 2.27.3 Provider shall take immediate action to remove any employee of Provider that does not meet Participation Status requirements from furnishing items or services related to this Contract (whether medical or administrative) to CalOptima Members which may include but is not limited to adverse decisions and licensure issues.
- 2.27.4 Provider shall include the obligations of this Section in its Subcontracts.
- 2.27.5 CalOptima shall not make payment for a healthcare item or service furnished by an individual or entity that does not meet Participation Status requirements or is included on the Preclusion List. Provider shall provide written notice to the Member who received the services and the excluded provider or provider listed on the Preclusion List that payment will not be made, in accordance with CMS requirements.
- 2.28 Credentialing and Recredentialing. Prior to providing any Covered Services under, and throughout the duration of, this Contract, Provider, and all Subcontractors, shall be credentialed and periodically recertified by CalOptima in the manner and to the extent required by CalOptima Policy.
- 2.29 Physical Access for Members. Provider's and its Subcontractor's facilities shall comply with the requirements of Title III of the Americans with Disabilities Act of 1990, and shall ensure access for the disabled, which includes, but is not limited to, ramps, elevators, restrooms, designated parking spaces, and drinking water provision.
- 2.30 Smoke Free Workplace. Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible party. By signing this Contract, Provider certifies that it will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. The prohibitions herein are effective December 26, 1994. Provider further agrees that it will insert this certification into any subcontracts entered into that provide for children's services as described in the Act.
- 2.31 CLIA Laboratories. Provider shall only use laboratories with a Clinical Laboratory Improvement Amendments (CLIA) certificate of waiver or a certificate of registration along with a CLIA identification number. Those laboratories with certificates of waiver shall provide only the types

of tests permitted under the terms of their waiver. Laboratories with certificates of registration may perform a full range of laboratory tests.

- 2.32 Member Rights. Provider shall ensure that each Member's rights, as set forth in state and federal law and CalOptima Policy, are fully respected and observed.
- 2.33 Electronic Transactions. Provider shall use best efforts to participate in the exchange of electronic transactions with CalOptima, including but not limited to electronic claims submission (EDI), verification of eligibility and enrollment through electronic means and submission of electronic prior authorization transactions in accordance with CalOptima Policy and Procedure.
- 2.34 Advanced Directives. Provider shall maintain written Policies and Procedures related to Advanced Directives in compliance with State and Federal laws and regulations. Provider shall document patient records with respect to the existence of an Advanced Directive in accordance with applicable law. Provider shall not discriminate against any Member on the basis of that Member's Advanced Directive status. Nothing in this Contract shall be interpreted to require a Member to execute an Advance Directive or agree to orders regarding the provision of life-sustaining treatment as a condition of receipt of services.
- 2.35 Not applicable to this Contract.
- 2.36 Not applicable to this Contract.
- 2.37 Whole Child Model Program Compliance. If Provider is a CCS-authorized provider, then in the provision of CCS Services to CalOptima Members, the Provider shall follow CCS Program guidelines, including CCS Program regulations, and where CCS clinical guidelines do not exist, Provider will use evidence-based guidelines or treatment protocols that are medically appropriate to the Member's CCS Eligible Condition.
- 2.38 CCS Provider Compliance.
- 2.38.1 Only CCS-Paneled Providers may treat a Member's CCS Eligible Condition.
- 2.38.2 If Provider is a CCS-Paneled Provider, Provider agrees to provide services for the Whole Child Model Program in accordance with this Contract and CalOptima Policies.
- 2.38.2.1 Effective when the CalOptima Whole Child Model Program becomes effective, Provider shall provide all Medically Necessary services previously covered by the CCS Program as Covered Services under this Contract for Members who are eligible for the CCS Program, and for Members who are determined medically eligible for CCS by the local CCS Program.
- 2.38.2.2 To ensure consistency in the provision of CCS Covered Services, Provider shall use all current and applicable CCS Program guidelines, including CCS Program regulations. When applicable CCS clinical guidelines do not exist, Provider shall use evidence-based guidelines or treatment protocols that are medically appropriate given the Members' CCS Eligible Condition.
- 2.39 Provider Terminations. In the event that a Participating Provider is terminated or leaves Provider, Provider shall ensure that there is no disruption in services provided to Members who are

receiving treatment for a chronic or ongoing medical condition or LTSS, Provider shall ensure that there is no disruption in services provided to the CalOptima Member.

2.40 Government Claims Act. Provider shall ensure that Provider and its agents and Subcontractors comply with the applicable provisions of the Government Claims Act (California Government Code section 900 et seq.), including, but not limited to Government Code sections 910 and 915, for any disputes arising under this Contract, and in accordance with CalOptima Policy AA.1217.

2.41 Certification of Document and Data Submissions. All data, information, and documentation provided by Provider to CalOptima pursuant to this Contract and/or CalOptima Policies, which are specified in 42 CFR 438.604 and/or as otherwise required by CalOptima and/or CalOptima's Regulators, shall be accompanied by a certification statement on the Provider's letterhead sign by the Provider's Chief Executive Officer or Chief Financial Officer (or an individual who reports directly to and has delegated authority to sign for such Officer) attesting that based on the best information, knowledge, and belief, the data, documentation, and information is accurate, complete, and truthful.

2.42 Community Supports.

2.42.1 Community Supports Provider Requirements.

2.42.1.1 If a State-level enrollment pathway exists for the Community Supports Provider, the Community Supports Provider shall enroll in the Medi-Cal program pursuant to relevant APLs, including APL 19-004: Provider Credentialing/Recertification and Screening/Enrollment. If APL 19-004 does not apply to the Community Supports Provider, the Community Supports Provider will comply with CalOptima's process for vetting the Community Supports Provider, which may extend to individuals employed by or delivering services on behalf of the Community Supports Provider, to ensure it can meet the capabilities and standards required to be a Community Supports Provider.

2.42.1.2 The Community Supports Provider shall have the required experience and/or training in the provision of the Community Supports being offered.

2.42.1.3 The Community Supports Provider shall have the capacity to provide the Community Supports in a culturally and linguistically competent manner, as demonstrated by a successful history of providing such services, training, or other factors identified by CalOptima, in its sole discretion.

2.42.1.4 Subject to all applicable requirements set forth in this Contract (including but not limited to, subcontracting requirements) and CalOptima's prior written approval, if the Community Supports Provider subcontracts with other entities to administer its Community Supports obligations under this Contract, the Community Supports Provider shall ensure the agreements with each Subcontractor bind that Subcontractor to applicable terms and conditions set forth in this Section 2.42 and Attachment A of this Contract and CalOptima Policies. Notwithstanding any subcontracting arrangements, Community Supports Provider shall remain responsible and accountable for any subcontracted Community Supports functions.

2.42.2 Delivery of Community Supports. Community Supports Provider shall deliver contracted Community Supports in accordance with the DHCS service definitions and

requirements, CalOptima Policies, including but not limited to, CalOptima Policy GG.1355: Community Supports, and this Contract.

2.42.2.1 Community Supports Provider shall maintain staffing that allows for timely, high-quality service delivery of the Community Supports that it is required to provide under this Contract.

2.42.2.2 Community Supports Provider shall:

- a. Accept and act upon Member referrals from CalOptima or Health Network for authorized Community Supports, unless the Community Supports Provider is at pre-determined capacity;
- b. Conduct outreach to the referred Member for authorized Community Supports as soon as possible, including by making best efforts to conduct initial outreach within twenty four (24) hours of assignment, if applicable;
- c. Be responsive to incoming calls or other outreach from Members, including by maintaining a phone line that is staffed or able to record voicemail twenty four (24) hours a day, seven (7) days a week;
- d. Coordinate with other providers in the Member's care team, including ECM Providers, other Community Supports providers, CalOptima, and Health Networks;
- e. Comply with cultural competency and linguistic requirements required by this Contract, CalOptima Policies, and federal, State and local laws;
- f. Comply with non-discrimination requirements set forth in this Contract and State and federal laws.

2.42.3 When federal law requires authorization for data sharing, Community Supports Provider shall obtain and/or document such authorization from each assigned Member, including sharing of protected health information ("PHI"), and shall confirm it has obtained such authorization to CalOptima. Member authorization for Community Supports-related data sharing is not required for the Community Supports Provider to initiate delivery of Community Supports unless such authorization is required by federal law. Community Supports Provider will be reimbursed only for Community Supports services that are authorized by CalOptima or Health Network. In the event of a Member requesting Community Supports services that are not yet authorized by CalOptima or a Health Network, Community Supports Provider shall send prior authorization request(s) to CalOptima for a CalOptima Direct Member or the Member's assigned Health Network, as applicable.

2.42.4 If a Community Supports is discontinued for any reason, Community Supports Provider shall support transition planning for the Member into other programs or services that meet their needs.

2.42.5 Community Supports Provider is encouraged to identify additional Community Supports the Member may benefit from and send any additional request(s) for Community Supports to CalOptima or Health Network for authorization.

- 2.42.6 Payment of Community Supports. Community Supports Provider shall record, generate, and send a claim or invoice to CalOptima for Community Supports rendered. If Community Supports Provider submits claims, Community Supports Provider Shall submit claims to CalOptima using specifications based Medi-Cal national standards and code sets defined by DHCS.
 - 2.42.6.1 In the event Community Supports Provider is unable to submit claims to CalOptima for Community Supports-related services using specifications based on national standards or DHCS-defined standard specifications and code sets, Community Supports Provider shall submit invoices with minimum necessary data elements defined by DHCS, which includes (i) information about the Member, (ii) the Community Supports services rendered, and (iii) Community Supports Providers' information to support appropriate reimbursement by CalOptima, that will allow CalOptima to convert Community Supports invoice information into DHCS-defined standard specifications and code sets for submission to DHCS.
 - 2.42.6.2 Community Supports Provider shall not receive payment from CalOptima for the provision of any Community Supports services not authorized by CalOptima or Health Network.
 - 2.42.6.3 CalOptima will provide expedited payments for urgent Community Supports (e.g., Recuperative Care services for a Member who no longer requires hospitalization, but still needs to heal from an injury or illness, including behavioral health conditions, and whose condition would be exacerbated by an unstable living environment), pursuant to its contract with DHCS and any other related DHCS guidance.
- 2.42.7 Community Supports Provider must have a system in place to accept payment from CalOptima for Community Supports rendered. CalOptima shall pay ninety percent (90%) of all clean claims and invoices within thirty (30) days of receipt and ninety nine percent (99%) of clean claims and invoices within ninety (90) days of receipt.
- 2.42.8 Data Sharing to Support Community Supports. As part of the referral process, CalOptima will ensure Community Supports Provider has access to:
 - 2.42.8.1 Demographic and administrative information confirming the referred Member's eligibility for the requested service;
 - 2.42.8.2 Appropriate administrative, clinical, and social service information the Community Supports Provider might need in order to effectively provide the requested service; and
 - 2.42.8.3 Billing information necessary to support the Community Supports Provider's ability to submit invoices to CalOptima.
 - 2.42.8.4 Quality and Oversight. Community Supports Provider acknowledges that CalOptima will conduct oversight of its delivery of Community Supports to ensure the quality of services rendered and ongoing compliance with all legal and contractual obligations both CalOptima and the Community Supports Provider have, including but not limited to, required reporting, audits, and corrective actions, among other oversight activities.

2.43 Enhanced Care Management.

2.43.1 Provider Participation in CalOptima ECM. Provider shall begin participating as an ECM Provider, as set forth in this section, for Members who meet the DHCS-defined criteria for one of the following populations of focus (“ECM Populations of Focus”) as authorized by and assigned to ECM provider by CalOptima:

2.43.1.1 For CalOptima adult Members who meet the DHCS-defined criteria for one of the following ECM Populations of Focus:

- (i) Individuals experiencing homelessness;
- (ii) Individuals at risk for avoidable hospital or ED Utilization (formerly known as “high utilizer”);
- (iii) Individuals with serious mental illness (“SMI”) and/or substance use disorder (“SUD”) needs;
- (iv) Individuals transitioning from incarceration;
- (v) Individuals with intellectual or developmental disabilities (“I/DD”); or
- (vi) Pregnancy, postpartum, and birth equity population of focus.

2.43.1.2 Effective January 1, 2023, or such later date as determined by DHCS, for Members who meet the DHCS-defined criteria for one of the following:

- (i) Adults living in the community and at risk for long term care (“LTC”) institutionalization; or
- (ii) Adult nursing facility residents transitioning to the community.

2.43.1.3 Effective July 1, 2023, or such later date as determined by DHCS, for other children and youth Members who meet the DHCS-defined criteria for one of the following:

- (i) Individuals experiencing homelessness;
- (ii) Individuals at risk for avoidable hospital or ED Utilization (formerly known as “high utilizer”);
- (iii) Individuals with SMI and/or SUD needs;
- (iv) Individuals transitioning from incarceration;
- (v) Children and youth enrolled in CCS or CCS WCM with additional needs beyond the CCS condition;
- (vi) Children and youth involved in child welfare (including foster care up to age 26); or
- (vii) Pregnancy, postpartum, and birth equity population of focus.

2.43.1.4 Effective January 1, 2024, or such later date as determined by DHCS, for Members who meet the DHCS-defined criteria for one of the following:

- (i) Pregnancy, Postpartum, and Birth Equity Population of Focus (who are subject to racial and ethnic disparities).

2.43.2 Provider as an ECM Provider. Provider shall be responsible for providing ECM services as the Member’s ECM Provider. ECM Provider shall ensure its systems and infrastructure are in place to provide ECM services to ECM Members. ECM Provider shall implement ECM in compliance with this Contract and CalOptima Policies.

- 2.43.3 ECM Provider Requirements. Provider shall satisfy the ECM Provider requirements, as set forth in CalOptima Policies and as follows:
- 2.43.3.1 ECM Provider shall be experienced in serving the ECM Population(s) of Focus to which Provider will provide ECM services and shall have experience and expertise with the services it will provide.
 - 2.43.3.2 ECM Provider shall comply with all applicable State of California (“State”) and federal laws and regulations and all ECM requirements in the contract between DHCS and CalOptima for ECM and Community Supports (“DHCS Contract”) and associated guidance.
 - 2.43.3.3 ECM Provider shall have the capacity to provide culturally appropriate and timely in-person care management activities, including accompanying Members to critical appointments when necessary. ECM Provider shall be able to communicate in culturally and linguistically appropriate and accessible ways.
 - 2.43.3.4 ECM Provider shall have formal agreements and processes in place to engage and cooperate with area hospitals, primary care practices, behavioral health providers, specialists, and other entities, including Community Supports Providers, to coordinate care as appropriate to each Member.
 - 2.43.3.5 ECM Provider shall use a care management documentation system or process that supports the documentation and integration of physical, behavioral, social service, and administrative data and information from other entities to support the management and maintenance of an ECM Member care plan that can be shared with other providers and organizations involved in each ECM Member’s care. Care management documentation systems may include certified electronic health record technology, or other documentation tools that can: document Member goals and goal attainment status; develop and assign care team tasks; define and support Member care coordination and care management needs; and gather information from other sources to identify Member needs and support care team coordination and communication and support notifications regarding Member health status and transitions in care (e.g., discharges from a hospital, long-term care facility, housing status).
 - 2.43.3.6 If a State-level enrollment pathway exists, ECM Provider shall enroll as a Medi-Cal provider, pursuant to relevant DHCS All Plan Letters (“APLs”), including APL 19-004: Provider Credentialing/ Recredentialing and Screening/Enrollment. If APL 19-004 does not apply to ECM Provider, ECM Provider shall comply with CalOptima’s process for vetting the ECM Provider, which may extend to individuals employed by or delivering services on behalf of the ECM Provider, to ensure it can meet the capabilities and standards required to provide ECM services.
- 2.43.4 Identifying Members for ECM. Provider shall proactively identify Members who would benefit from ECM and send a request to CalOptima to determine if the identified Members are eligible for ECM, consistent with CalOptima’s Policies.
- 2.43.5 Member Assignment to ECM Provider.
- 2.43.5.1 CalOptima shall be responsible for making ECM authorization determinations for Members in accordance with applicable CalOptima Policies.
 - 2.43.5.2 Provider shall serve as the ECM Provider for all ECM Members assigned by CalOptima to Provider for ECM services. ECM Provider shall

immediately alert CalOptima if ECM Provider does not have the capacity to accept an ECM Member assignment.

- 2.43.6 ECM Provider Staffing. At all times, ECM Provider shall have adequate staff to ensure its ability to carry out responsibilities for each assigned ECM Member consistent with this Contract, CalOptima Policies, DHCS ECM Provider Standard Terms and Conditions, the DHCS Contract, and any other related DHCS guidance.
- 2.43.7 Initiating Delivery of ECM. ECM Provider shall obtain, document, and manage Member authorization for the sharing of personally identifiable information between CalOptima and ECM Provider, any Community Supports Providers, and other providers involved in the provision of Member care, to the extent required by State and federal law.
 - 2.43.7.1 When State or federal law requires authorization for data sharing, ECM Provider shall communicate that it has obtained Member authorization for such data sharing back to CalOptima.
 - 2.43.7.2 ECM Provider shall notify CalOptima to discontinue ECM under the following circumstances: (i) Member has met their care plan goals for ECM; (ii) Member is ready to transition to a lower level of care; (iii) Member no longer wishes to receive ECM or is unresponsive or unwilling to engage; and/or (iv) ECM Provider has not had any contact with the Member after three (3) attempts.
 - 2.43.7.3 When ECM is discontinued, or is set to be discontinued for a Member, CalOptima is responsible for sending a notice of action notifying the Member of the discontinuation of the ECM benefit and ensuring the Member is informed of their right to appeal and the appeals process. ECM Provider shall communicate to the Member other benefits or programs that may be available to the Member, as applicable (e.g., Complex Case Management, Basic PHM, etc.).
- 2.43.8 ECM Requirements and Core Service Components of ECM. ECM Provider shall ensure ECM is a whole-person, interdisciplinary approach to care that addresses the clinical and non-clinical needs of high-need and/or high-cost Medi-Cal Members assigned to the Provider. ECM Provider shall ensure the approach is person-centered, goal-oriented, and culturally appropriate.
 - 2.43.8.1 Subject to all applicable requirements set forth in this Contract (including, but not limited to, subcontracting requirements), if the ECM Provider subcontracts with other entities to administer ECM services, ECM Provider shall ensure its Subcontracts with each entity bind the entities to the terms and conditions set forth in this Section 2.43 and CalOptima Policies and that its Subcontractors comply with all requirements in DHCS ECM Provider Standard Terms and Conditions and the DHCS Contract. Notwithstanding any subcontracting arrangements, ECM Provider shall remain responsible and accountable for any subcontracted ECM functions.
 - 2.43.8.2 ECM Provider shall: (i) Ensure each Member receiving ECM has a Lead Care Manager; (ii) coordinate across all sources of care management if an ECM Member is receiving care management from multiple sources; (iii) notify CalOptima to ensure non-duplication of services if an ECM Member is receiving care management or duplication of services from multiple sources; and (iv) follow CalOptima's instructions and participate in efforts to ensure ECM and other care management services are not duplicative.
 - 2.43.8.3 ECM Provider shall collaborate with area hospitals, primary care providers (when not serving as the ECM Provider), behavioral health providers,

- specialists, dental providers, providers of services for LTSS and other associated entities, such as Community Supports Providers, as appropriate, to coordinate ECM services for Members.
- 2.43.8.4 ECM Provider shall provide the following core service components of ECM to each assigned ECM Member in compliance with CalOptima Policies GG.1354: Enhanced Care Management – Eligibility and Outreach and GG.1353: Enhanced Care Management Service Delivery: (i) Outreach and engagement of Members into ECM; (ii) comprehensive assessment and care management plan; (iii) enhanced coordination of care; (iv) health promotion; (v) comprehensive transitional care; (vi) Member and family supports; and (vii) coordination of and referral to community and social support services.
- 2.43.8.5 ECM Provider shall ensure the establishment of an ECM Care Team and a communication process between Members’ ECM Care Team participants related to services being rendered, in accordance with CalOptima Policies.
- 2.43.8.6 ECM Provider shall complete a health needs assessment and develop a comprehensive, individualized, person-centered care plan for each ECM Member. ECM Provider shall ensure case conferences are conducted by the ECM Care Team and the ECM Member’s health needs assessment and care plan are updated as necessary.
- 2.43.9 Training. ECM Provider shall participate in all mandatory, provider-focused ECM training and technical assistance provided by CalOptima, including in-person sessions, webinars, and/or calls, as necessary. ECM Provider shall ensure that its staff who will be delivering ECM services complete training required by CalOptima and DHCS prior to participating in the administration of the ECM services.
- 2.43.10 Data Sharing to Support ECM. CalOptima and ECM Provider agree to exchange available information and data as required by DHCS and CalOptima Policies, including but not limited to notification of hospital emergency department visits, inpatient admissions and discharges, and health history of ECM Members. CalOptima and ECM Provider shall conduct such information and data sharing in compliance with all applicable Health Insurance Portability and Accountability Act (“HIPAA”) requirements (including the implementing regulations and applying the minimum necessary standard when applicable), and other federal and State laws and regulations, including the California Confidentiality of Medical Information Act. Further, ECM Provider shall establish and maintain a data-sharing agreement with other providers that is compliant with all federal and State laws and regulations as necessary. If applicable laws and/or regulations require an ECM Member’s valid authorization for release of health information and a legal exception does not apply, ECM Provider may not release such information without the ECM Member’s valid authorization.
- 2.43.10.1 CalOptima will provide to ECM Provider the following data at the time of assignment and periodically thereafter, and following DHCS guidance for data sharing where applicable: (i) Member assignment files, defined as a list of Medi-Cal Members authorized for ECM and assigned to Provider; (ii) non-duplicative Encounter Data and/or claims data, as appropriate; (iii) non-duplicative physical, behavioral, administrative and social determinants of health data (e.g., Homeless Management Information System (HMIS) data) for all assigned Members, as available; and (iv) reports of performance on quality measures and/or metrics, as requested.
- 2.43.11 Claims Submission and Reporting. ECM Provider shall submit claims for the provision of ECM-related services to CalOptima using the national standard specifications and code sets defined by DHCS. If ECM Provider is unable to submit claims to CalOptima

for ECM-related services using the national standard specifications and DHCS-defined code sets, ECM Provider shall submit an invoice to CalOptima with a minimum set of data elements (to be defined by DHCS) necessary for CalOptima to convert the invoice to an encounter for submission to DHCS.

- 2.43.12 Quality and Oversight. ECM Provider acknowledges that CalOptima will conduct oversight of ECM Provider's participation in ECM to ensure the quality of ECM and ongoing compliance with program requirements, which may include audits and/or corrective actions. ECM Provider shall respond to all requests from CalOptima for information and documentation to permit ongoing monitoring of ECM.
- 2.43.13 ECM Data and Reports. ECM Provider shall submit to CalOptima complete, accurate, and timely ECM data and reports in the manner and form acceptable to CalOptima as required by CalOptima Policies or otherwise required by DHCS in order for CalOptima to monitor and meet the following: (i) Performance targets; and (ii) CalOptima's data reporting requirements to DHCS.
- 2.43.14 ECM Provider's Agent Qualifications. ECM Provider shall verify that the qualifications of all agents (including ECM Provider staff) providing ECM services under this Contract comply with the requirements of this Contract, CalOptima Policies, and DHCS guidance. In addition, for agents that enter into Members' homes or have face-to-face interactions with Members, ECM Provider shall also conduct background investigations, including, but not limited to, county, state, and federal criminal history and abuse registry screening. ECM Provider shall comply with all applicable laws in conducting background investigations and shall exclude unqualified agents from providing services under this Contract.

ARTICLE 3 FUNCTIONS AND DUTIES OF CALOPTIMA

- 3.1 Payment. CalOptima shall pay Provider for Covered Services provided to CalOptima Members. Provider agrees to accept the compensation set forth in Attachment C as payment in full from CalOptima for such Covered Services. Upon submission of a Clean Claim, CalOptima shall pay Provider pursuant to CalOptima Policies and Attachment C. Notwithstanding the foregoing, Provider may also collect other amounts (e.g., copayments, deductibles, OHC and/or third party liability payments) where expressly authorized to do so under the CalOptima Program(s) and applicable law. Provider agrees that Members will not be held liable for Medicare Part A and B cost sharing when the State is responsible for paying such amounts and that the provider will (A) accept the plan payment as payment in full, or (B) bill the appropriate State source as required at 42 CFR §422.504(g)(1)(iii).
- 3.2 Service Authorization. CalOptima shall provide a written authorization process for Covered Services pursuant to CalOptima Policies.
- 3.3 Limitations of CalOptima's Payment Obligations. Notwithstanding anything to the contrary contained in this Contract, CalOptima's obligation to pay Provider any amounts shall be subject to CalOptima's receipt of the funding from the Federal and/or State governments.

ARTICLE 4 PAYMENT PROCEDURES

- 4.1 Billing and Claims Submission. Provider shall submit Claims for Covered Services in accordance with CalOptima Policies applicable to the Claims submission process.

- 4.2 Prompt Payment. CalOptima shall make payments to Provider in the time and manner set forth in CalOptima Policies related to the CalOptima Programs and/or this Contract. Additional procedures related to claims processing and payment are set forth in the attached CalOptima Program Addenda.
- 4.3 Claim Completion and Accuracy. Provider shall be responsible for the completion and accuracy of all Claims submitted whether on paper forms or electronically including claims submitted for the Provider by other parties. Use of a billing agent does not abrogate Provider's responsibility for the truth and accuracy of the submitted information. A Claim may not be submitted before the delivery of service. Provider acknowledges that Provider remains responsible for all Claims and that anyone who misrepresents, falsifies, or causes to be misrepresented or falsified, any records or other information relating to that Claim may be subject to legal action.
- 4.4 Claims Deficiencies. Any Claim that fails to meet CalOptima requirements for claims processing shall be denied and Provider notified of denial pursuant to CalOptima Policies and applicable Federal and/or State laws and regulations.
- 4.5 COB. Provider shall coordinate benefits with other programs or entitlements recognizing where OHC is primary coverage in accordance with CalOptima Program requirements. Provider acknowledges that Medi-Cal is the payor of last resort.
- 4.6 (This section left intentionally blank)
- 4.7 Member Financial Protections. Provider and its Subcontractors shall comply with Member financial protections as follows:
- 4.7.1 Provider agrees to indemnify and hold Members harmless from all efforts to seek compensation and any claims for compensation from Members for Covered Services under this Contract. In no event shall a Member be liable to Provider for any amounts which are owed by, or are the obligation of, CalOptima.
- 4.7.2 In no event, including, but not limited to, non-payment by CalOptima, CalOptima's or Provider's insolvency, or breach of this contract by CalOptima, shall Provider, or any of its Subcontractors, bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against the State of California or any Member or person acting on behalf of a Member for Covered Services pursuant to this Contract. Notwithstanding the foregoing, Provider may collect SOC, co-payments, and deductibles if, and to the extent, required under a specific CalOptima Program and applicable law.
- 4.7.3 This provision does not prohibit Provider or its Subcontractors from billing and collecting payment for non-Covered Services if the CalOptima Member agrees to the payment in writing prior to the actual delivery of non-Covered Services and a copy of such agreement is given to the Member and placed in the Member's medical record prior to rendering such services.
- 4.7.4 Upon receiving notice of Provider invoicing or balance billing a Member for the difference between the Provider's billed charges and the reimbursement paid by CalOptima for any Covered Services, CalOptima may sanction the Provider or take other action as provided in this Contract.
- 4.7.5 This section shall survive the termination of this Contract for Covered Services furnished to CalOptima Members prior to the termination of this Contract, regardless of the cause

giving rise to termination, and shall be construed to be for the benefit of Members. This section shall supersede any oral or written contrary agreement now existing or hereafter entered into between the Provider and its Subcontractors. Language to ensure the foregoing shall be included in all of Provider's Subcontracts related to provision of Covered Services to CalOptima Members.

- 4.8 Overpayments and CalOptima Right to Recover. Provider has an obligation to report any overpayment identified by Provider, and to repay such overpayment to CalOptima within sixty (60) days of such identification by Provider, or of receipt of notice of an overpayment identified by CalOptima. Provider acknowledges and agrees that, in the event that CalOptima determines that an amount has been overpaid or paid in duplicate, or that funds were paid which were not due under this Contract to Provider, CalOptima shall have the right to recover such amounts from Provider by recoupment or offset from current or future amounts due from CalOptima to Provider, after giving Provider notice and an opportunity to return/pay such amounts. This right to recoupment or offset shall extend to any amounts due from Provider to CalOptima, including, but not limited to, amounts due because of:
- 4.8.1 Payments made under this Contract that are subsequently determined to have been paid at a rate that exceeds the payment required under this contract.
 - 4.8.2 Payments made for services provided to a Member that is subsequently determined to have not be eligible on the date of service.
 - 4.8.3 Unpaid Conlan reimbursements owed by provider to a Member.
 - 4.8.4 Payments made for services provided by a Provider that has entered into a private contract with a Medicare beneficiary for Covered Services.

ARTICLE 5 INSURANCE AND INDEMNIFICATION

- 5.1 Indemnification. Each party to this Contract agrees to defend, indemnify and hold each other and the State harmless, with respect to any and all Claims, costs, damages and expenses, including reasonable attorney's fees, which are related to or arise out of the negligent or willful performance or non-performance by the indemnifying party, of any functions, duties or obligations of such party under this Contract. Neither termination of this Contract nor completion of the acts to be performed under this Contract shall release any party from its obligation to indemnify as to any claims or cause of action asserted so long as the event(s) upon which such claims or cause of action is predicated shall have occurred prior to the effective date of termination or completion.
- 5.2 Provider Professional Liability. Provider, at its sole cost and expense, shall ensure that it and Subcontractors providing professional services under this Contract shall maintain professional liability insurance coverage with minimum per incident and annual aggregate amounts which are at least equal to the community minimum amounts in Orange County, California, for the specialty or type of service which Provider provides, with a minimum of \$1,000,000 per incident/\$3,000,000 aggregate per year.
- 5.3 Provider Commercial General Liability ("CGL")/Commercial Crime Liability/Automobile Liability. Provider at its sole cost and expense shall maintain such policies of commercial general liability, commercial crime liability, and automobile liability and other insurance as shall be necessary to insure it and its' business address(es), customers (including Members), employees, agents, and representatives against any claim or claims for damages arising by reason of a)

personal injuries or death occasioned in connection with the furnishing of any Covered Services hereunder, b) the use of any property of the Provider, and c) activities performed in connection with the Contract, with minimum coverage of:

- 5.3.1 Commercial General Liability of \$1,000,000 per incident/\$2,000,000 aggregate per year.
 - 5.3.2 Commercial Crime Liability of \$250,000 aggregate per year.
 - 5.3.3 Automobile Liability of \$500,000 combined single limit.
- 5.4 Workers Compensation Insurance. Provider at its sole cost and expense shall maintain workers compensation insurance within the limits established and required by the State of California and employers liability insurance with minimum limits of liability of \$1,000,000 per occurrence/\$1,000,000 aggregate per year.
- 5.5 Insurer Ratings. All above insurance shall be provided by an insurer:
- 5.5.1 rated by Best's with a rating of B or better; and
 - 5.5.2 "admitted" to do business in California or an insurer approved to do business in California by the California Department of Insurance and listed on the Surplus Lines Association of California List of Eligible Surplus Lines Insurers (LESLI) or licensed by the California Department of Corporations as an Unincorporated Interindemnity Trust Arrangement as authorized by the California Insurance Code 12180.7.
- 5.6 Captive Risk Retention Group/Self Insured. Where any of the insurances mentioned above are provided by a Captive Risk Retention Group or are self-insured, such above provisions may be waived at the sole discretion of CalOptima, but only after CalOptima reviews the Captive Risk Retention Group's or self-insured's audited financial statements and approves the waiver.
- 5.7 Cancellation or Material Change. The Provider shall not of its own initiative cause such insurances as addressed in this Article to be canceled or materially changed during the term of this Contract.
- 5.8 Certificates of Insurance. Prior to execution of this Contract, Provider shall provide Certificates of Insurance to CalOptima showing the required insurance coverage and further providing that CalOptima is named as an additional insured on the Comprehensive General Liability Insurance and Automobile Liability Insurance with respect to the performance hereunder and coverage is primary and non-contributory as to any other insurance with respect to performance hereunder.

ARTICLE 6 RECORDS, AUDITS AND REPORTS

- 6.1 Access to and Audit of Contract Records. For the purpose of review of items and services furnished under the terms of this Contract and duplication of any books and records, Provider and its Subcontractors shall allow CalOptima, its regulators and/or their duly authorized agents and representatives access to said books and records, including medical records, contracts, documents, electronic systems for the purpose of direct physical examination of the records by CalOptima or its regulators and/or their duly authorized agents and representatives at the Provider's premises. Provider shall be given advance notice of such visit in accordance with CalOptima Policies. Such access shall include the right to directly observe all aspects of Provider's operations and to inspect, audit and reproduce all records and materials and to verify

Claims and reports required according to the provisions of this Contract. Provider shall maintain records in chronological sequence, and in an immediately retrievable form in accordance with the laws and regulations applicable to such record keeping. If DHCS, CMS, or the DHHS Inspector General determines there is a reasonable possibility of fraud or similar risk, DHCS, CMS, or the DHHS Inspector General may inspect, evaluate, and audit the Provider at any time. Upon resolution of a full investigation of fraud, DHCS reserves the right to suspend or terminate the Provider and its Subcontractors from participation in the Medi-Cal program; seek recovery of payments made to the Provider; impose other sanctions provided under the State Plan, and Provider's contract may be terminated due to fraud.

- 6.2 Medical Records. Provider and its Subcontractors shall establish and maintain for each Member who has obtained Covered Services, medical records which are organized in a manner which contain such demographic and clinical information as is necessary to provide and ensure accurate and timely documentation as to the medical problems and Covered Services provided to the Member. Such medical records shall be consistent with State and Federal laws and CalOptima Program requirements and shall include a historical record of diagnostic and therapeutic services recommended or provided by, or under the direction of, the Provider. Such medical records shall be in such a form as to allow trained health professionals, other than the Provider, to readily determine the nature and extent of the Member's medical problem and the services provided, and to permit peer review of the care furnished to the Member.
- 6.3 Records Retention. The Provider shall maintain books and records in accordance with the time and manner requirements set forth in Federal and State laws and CalOptima Programs as identified in the CalOptima Program Addenda to this Contract. Where the Provider furnishes Covered Services to a Member in more than one CalOptima Program with different record retention periods, then the greater of the record retention requirements shall apply.
- 6.4 Audit, Review and/or Duplication. Audit, review and/or duplication of data or records shall occur within regular business hours, and shall be subject to Federal and State laws concerning confidentiality and ownership of records. Provider shall pay all duplication and mailing costs associated with such audits.
- 6.5 Confidentiality of Member Information. Provider agrees to comply with applicable Federal and State laws and regulations governing the confidentiality of Member medical and other information. Provider further agrees:
 - 6.5.1 Health Insurance Portability and Accountability Act (HIPAA). Provider shall comply with HIPAA statutory and regulatory requirements ("HIPAA requirements"), whether existing now or in the future within a reasonable time prior to the effective date of such requirements. Provider shall comply with HIPAA requirements as currently established in CalOptima Policies. Provider shall also take actions and develop capabilities as required to support CalOptima compliance with HIPAA requirements, including acceptance and generation of applicable electronic files in HIPAA compliant standards formats.
 - 6.5.2 Members Receiving State Assistance. Notwithstanding any other provision of this Contract, names and identification numbers of Members receiving public assistance are confidential and are to be protected from unauthorized disclosure in accordance with applicable State and Federal laws and regulations. For the purpose of this Contract, Provider shall protect from unauthorized disclosure all information, records, data and data elements collected and maintained for the operation of the Contract and pertaining to Members.

- 6.5.3 **Declaration of Confidentiality.** If Provider and its Subcontractors have access to computer files or any data confidential by statute, including identification of eligible members, Provider and Subcontractors agree to sign a declaration of confidentiality in accordance with the applicable Government Contract and in a form acceptable to CalOptima and DHCS, DMHC (MRMIB) and/or CMS, as applicable.
- 6.6 **Data Submission.** Provider shall submit to CalOptima complete, accurate, reasonable, and timely provider data, encounter date, and other data and reports (a) needed by CalOptima in order for CalOptima to meet its reporting requirements to DHCS, and/or (b) required by CalOptima and CalOptima's Regulators as provided in this Contract and in CalOptima's Policies.

ARTICLE 7 TERM AND TERMINATION

- 7.1 **Term.** The term of this Contract shall become effective on the Effective Date and shall remain in effect for two (2) years (Initial Term). This Contract may be renewed at CalOptima's option for two (2) consecutive, one-year renewal options except as directed otherwise by the Board.
- 7.2 **Termination for Default.** CalOptima may, in its sole discretion, terminate this Contract whenever CalOptima determines that the Provider or any Subcontractor (a) has repeatedly and inappropriately withheld Covered Services to a CalOptima Member(s), (b) has failed to perform its contracted duties and responsibilities in a timely and proper manner including, without limitation, service procedures and standards identified in this Contract, (c) has committed acts that discriminate against CalOptima Members on the basis of their health status or requirements for health care services; (d) has not provided Covered Services in the scope or manner required under the provisions of this Contract; (e) has engaged in prohibited marketing activities; (f) has failed to comply with CalOptima's Compliance Program, including Participation Status requirements; (g) has committed fraud or abuse relating to Covered Services or any and all obligations, duties and responsibilities under this Contract; or (h) has materially breached any covenant, condition, or term of this Contract. A termination as described above shall be referred to herein as "Termination for Default." In the event of a Termination for Default, CalOptima shall give Provider prior written notice of its intent to terminate with a thirty (30)-day cure period if the Termination for Default is curable, in the sole discretion of CalOptima. In the event the default is not cured within the thirty (30)-day period, CalOptima may terminate the Contract immediately following such thirty (30)-day period. The rights and remedies of CalOptima provided in this clause are not exclusive and are in addition to any other rights and remedies provided by law or under the Contract. The Provider shall not be relieved of its liability to CalOptima for damages sustained by virtue of breach of the Contract by the Provider or any Subcontractor.
- 7.3 **Immediate Termination.** CalOptima may terminate this Contract immediately upon the occurrence of any of the following events and delivery of written notice: (i) the suspension or revocation of any license, certification or accreditation required by Provider and/or Provider Agents; (ii) the determination by CalOptima that the health, safety, or welfare of Members is jeopardized by continuation of this Contract; (iii) the imposition of sanctions or disciplinary action against Provider or against Provider Agents in their capacities with the Provider by any Federal or State licensing agency; (iv) termination or non-renewal of any Government Contract; (v) the withdrawal of DHHS's approval of the waiver granted to the CalOptima under Section 1915(b) of the Social Security Act. If CalOptima receives notice of termination from any of the Government Agencies or termination of the Section 1915(b) waiver, CalOptima shall immediately transmit such notice to Provider.

- 7.4 Termination for Provider Insolvency. If the Provider and/or any of its Subcontractors becomes insolvent, the Provider shall immediately so advise CalOptima, and CalOptima shall have, at its sole option, the right to terminate the Contract immediately. In the event of the filing of a petition for bankruptcy by or against the Provider or a principal Subcontractor, the Provider shall assure that all tasks related to the Contract or the Subcontract are performed in accordance with the terms of the Contract.
- 7.5 Modifications or Termination to Comply with Law. CalOptima reserves the right to modify or terminate the Contract at any time when modifications or terminations are (a) mandated by changes in Federal or State laws, (b) required by Government Contracts, or (c) required by changes in any requirements and conditions with which CalOptima must comply pursuant to its Federally-approved Section 1915(b) waiver. CalOptima shall notify Provider in writing of such modification or termination immediately and in accordance with applicable Federal and/or State requirements, and Provider shall comply with the new requirements within 30 days of the effective date, unless otherwise instructed by DHCS and to the extent possible.
- 7.6 Termination Without Cause. Either party may terminate this Contract, without cause, upon ninety (90) days' prior written notice to the other party as provided herein after Initial Term.
- 7.7 Rate Adjustments. The payment rates may be adjusted by CalOptima during the Contract period to reflect implementation of Federal or State laws or regulations, changes in the State budget, the Government Contract(s) or the Government Agencies' policies, and/or changes in Covered Services. If the Government Agency(ies) has provided CalOptima with advance notice of adjustment, CalOptima shall provide notice thereof to Provider as soon as practicable.
- 7.8 Obligations Upon Termination. Upon termination of this Contract, it is understood and agreed that Provider shall continue to provide authorized Covered Services to Members who retain eligibility and who are under the care of Provider at the time of such termination, until the services being rendered to Members are completed, unless CalOptima, in its sole discretion, makes reasonable and medically appropriate provisions for the assumption of such services. Payment for services under this paragraph shall be at the contracted rates. Prior to the termination or expiration of this Contract, and upon request by CalOptima or one of its regulatory agencies to assist in the orderly transfer of Members' medical care, Provider shall make available to CalOptima and/or such regulatory agency, copies of any pertinent information, including information maintained by Provider and any Subcontractor necessary for efficient case management of Members. Costs of reproduction shall be borne by CalOptima or the government agency, as applicable. For purposes of this section only, "under the care of Provider" shall mean that a Member has an authorization from CalOptima to receive services from the Provider issued prior to the Termination, all of the services authorized under that authorization have not yet been completed, and the time period covered by the authorization has not yet expired.
- 7.9 Approval By and Notice to Government Agencies. Provider acknowledges that this Contract and any modifications and/or amendments thereto are subject to the approval of applicable Federal and/or State agencies. CalOptima and Provider shall notify the Federal and/or State agencies of amendments to, or termination of, this Contract. Notice shall be given by first-class mail, postage prepaid to the attention of the State or Federal contracting officer for the pertinent CalOptima Program. Provider acknowledges and agrees that any amendments or modifications shall be consistent with requirements relating to submission to such Federal and/or State agency for approval.

ARTICLE 8 GRIEVANCES AND APPEALS

- 8.1 Provider Grievances. CalOptima has established a fast and cost-effective complaint system for provider complaints, grievances and appeals. Provider shall have access to this system for any issues arising under this Contract, as provided in CalOptima Policies related to the applicable CalOptima Program(s). Provider complaints, grievances, appeals, or other disputes regarding any issues arising under this Contract shall be resolved through such system.
- 8.2 Member Grievances and Appeals. Member grievances, complaints, and/or appeals shall be resolved in accordance with Federal and/or State laws, regulations and Government Guidance and as set forth in CalOptima Policies relating to the applicable CalOptima Program. Provider agrees to cooperate in the investigation of the issues and be bound by CalOptima's grievance decisions and, if applicable, State and/or Federal hearing decisions or any subsequent appeals.

ARTICLE 9 GENERAL PROVISIONS

- 9.1 Assignment and Assumption. Provider acknowledges and agrees that a primary goal of CalOptima is to ensure the provision of quality healthcare services to CalOptima Members and that CalOptima and Provider have entered into this Contract for the benefit of CalOptima Members. Accordingly, CalOptima retains the rights set forth in this Section. Except as specifically permitted hereunder, this Contract is not assignable by the Provider, either in whole or in part, without the prior written consent of CalOptima, provided that CalOptima's consent may be withheld in its sole and absolute discretion. For purposes of this Section and this Contract, assignment includes, without limitation, (a) the change of more than twenty-five percent (25%) of the ownership or equity interest in Provider (whether in a single transaction or in a series of transactions), (b) the change of more than twenty-five percent (25%) of the directors or trustees of Provider, (c) the merger, reorganization, or consolidation of Provider with another entity with respect to which Provider is not the surviving entity, and/or (d) a change in the management of Provider from management by persons appointed, elected or otherwise selected by the governing body of Provider (e.g., the Board of Directors) to a third-party management person, company, group, team or other entity.
- 9.2 Documents Constituting Contract. This Contract and its attachments, schedules, addenda and exhibits, as well as Provider's response to the CalOptima's Request for Proposal (RFP), if applicable, and any further information or clarification submitted as part of the RFP process, and all CalOptima Policies applicable to Covered Services and CalOptima Members (and any amendments thereto) shall constitute the entire agreement between the parties. It is the express intention of Providers and CalOptima that any and all prior or contemporaneous agreements, promises, negotiations or representations, either oral or written, relating to the subject matter and period governed by this Contract which are not expressly set forth herein shall be of no further force, effect or legal consequence after the effective date hereunder. In the event of any inconsistency between the RFP and this Contract, the terms and provisions of this Contract shall govern and control.
- 9.3 Force Majeure. Both parties shall be excused from performance hereunder for any period that they are prevented from meeting the terms of this Contract as a result of a catastrophic occurrence or natural disaster including but not limited to an act of war, and excluding labor disputes.
- 9.4 Governing Law and Venue. This Contract shall be governed by and construed in accordance with all laws of the State of California and Federal laws and regulations applicable to the CalOptima Programs and all contractual obligations of CalOptima. Provider shall bring any and all legal proceedings against CalOptima under this Contract in California State courts located in Orange County, California, unless mandated by law to be brought in federal court, in which case such legal proceedings shall be brought in the Central District Court of California.

- 9.5 Headings. The article and section headings used herein are for reference and convenience only and shall not enter into the interpretation hereof.
- 9.6 Independent Contractor Relationship. CalOptima and Provider agree that the Provider and any agents or employees of the Provider in performance of this Contract shall act in an independent capacity and not as officers or employees of CalOptima. Provider’s relationship with CalOptima in the performance of this Contract is that of an independent contractor. Provider’s personnel performing services under this Contract shall be at all times under Provider’s exclusive direction and control and shall be employees of Provider and not employees of CalOptima. Provider shall pay all wages, salaries and other amounts due its employees in connection with this Contract and shall be responsible for all reports and obligations respecting them, such as social security, income tax withholding, unemployment compensation, workers’ compensation, and similar matters.
- 9.7 No Liability of County of Orange. As required under Ordinance No. 3896 of the County of Orange, State of California, as amended, CalOptima and the Provider hereby acknowledge and agree that the obligations of CalOptima under this Contract are solely the obligations of CalOptima, and the County of Orange, State of California, shall have no obligation or liability therefor.
- 9.8 No Waiver. No delay or failure by either party hereto to exercise any right or power accruing upon noncompliance or default by the other party with respect to any of the terms of this Contract shall impair such right or power or be construed to be a waiver thereof. A waiver by either of the parties hereto of a breach of any of the covenants, conditions, or agreements to be performed by the other shall not be construed to be a waiver of any succeeding breach thereof or of any other covenant, condition, or agreement herein contained. Any information delivered, exchanged or otherwise provided hereunder shall be delivered, exchanged or otherwise provided in a manner which does not constitute a waiver of immunity or privilege under applicable law.
- 9.9 Notices. Any notice required to be given pursuant to the terms and provisions of this Contract, unless otherwise indicated herein, shall be in writing and shall be sent by Certified or Registered mail, return receipt requested, postage prepaid to the address set out below. Notice shall be deemed given seventy-two (72) hours after mailing.

If to CalOptima:

CalOptima
 Director of Contracting
 505 City Parkway West
 Orange, CA 92868

If to Provider:

{{*Name on Notice_es_:signer1:	}}
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Name	
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- 9.10 Omissions. In the event that either party hereto discovers any material omission in the provisions of this Contract which such party believes is essential to the successful performance of this Contract, said party may so inform the other party in writing, and the parties hereto shall thereafter promptly negotiate in good faith with respect to such matters for the purpose of making such reasonable adjustments as may be necessary to perform the objectives of this Contract.
- 9.11 Prohibited Interests. Provider covenants that, for the term of this Contract, no director, member, officer, or employee of CalOptima during his/her tenure has any interest, direct or indirect, in this Contract or the proceeds thereof.
- 9.12 Regulatory Approval. Notwithstanding any other provision of this Contract, the effectiveness of this Contract, amendments thereto, and assignments thereof, is subject to the approval of applicable Governmental Agencies and the conditions imposed by such agencies.
- 9.13 Authority to Execute. The persons executing this Contract on behalf of the parties warrant that they are duly authorized to execute this Contract, and that by executing this Contract, the parties are formally bound.
- 9.14 Severability. In the event any provision of this Contract is rendered invalid or unenforceable by Act of Congress, by statute of the State of California, by any regulation duly promulgated by the United States or the State of California in accordance with law or is declared null and void by any court of competent jurisdiction, the remainder of the provisions hereof shall remain in full force and effect.
- 9.15 Dispute Resolution.
- 9.15.1 Meet and Confer. For any dispute not subject to or resolved by the provider appeals process, or if either party has a dispute it seeks to address informally, the parties shall use reasonable efforts to informally meet and confer to try and resolve the dispute. The parties shall meet and confer within thirty (30) days of a written request submitted by either party in an effort to settle any dispute. At each meet-and-confer meeting, each party shall be represented by persons with final authority to settle the dispute. If either party fails to meet within the thirty (30)-day period, that party shall be deemed to have waived the meet-and-confer requirement, and at the other party's option, the dispute may proceed immediately to arbitration under Section 9.15.2.
- 9.15.2 Arbitration. If the parties are unable to resolve any dispute arising out of or relating to this Contract under Section 9.15.1, either party may submit the dispute for resolution exclusively through confidential, binding arbitration, instead of through trial by court or jury, in Orange County, California. The parties may agree in writing prior to commencing the arbitration on the dispute resolution rules and arbitration service that will be used to resolve the dispute. If the parties cannot reach such an agreement, the arbitration will be conducted by Judicial Arbitration and Mediation Services ("JAMS") in accordance with the commercial dispute rules then in effect for JAMS; provided, however, that this Contract shall control in instances where it conflicts with JAMS's (or the applicable arbitration service's) rules. The arbitration shall be conducted on an expedited basis by a single arbitrator. The parties prefer that the arbitrator be a retired judge of the California Superior, Appellate, or Supreme Court or of a United States court sitting in California. If no such retired judge is available, the arbitrator may be an attorney with at least fifteen (15) years of experience, including at least five (5) years in managed health care. If the parties are unable to agree on the arbitrator within thirty (30) days of the date that the arbitration service accepts the arbitration, the arbitrator shall be selected by the arbitration service from a list of four potential arbitrators (all of whom shall be on arbitration

services' panel of arbitrators) submitted by the parties, two from each side; provided, however, that nothing stated in this section shall prevent a party from disqualifying an arbitrator based on a conflict of interest. In making decisions about discovery and case management, it is the parties' express agreement and intent that the arbitrator at all times promote efficiency without denying either party the ability to present relevant evidence. In reaching and issuing decisions, the arbitrator shall have no jurisdiction to make errors of law and/or legal reasoning. The parties shall share the costs of arbitration equally, and each party shall bear its own attorneys' fees and costs.

9.15.3 Exclusive Remedy. With the exception of any dispute that under Laws may not be settled through arbitration, arbitration under Section 9.15.2 is the exclusive method to resolve a dispute between the Parties arising out of or relating to this Contract that is not resolved through the provider appeals or meet-and-confer processes.

9.15.4 Waiver. By agreeing to binding arbitration as set forth in Section 9.15.2, the parties acknowledge that they are waiving certain substantial rights and protections which otherwise may be available if a dispute between them was determined by litigation in a court, including the right to a jury trial, attorneys' fees, and certain rights of appeal.

ARTICLE 10

EXECUTION

10.1 Subject to the State of California and United States providing funding for the term of this Contract and for the purposes with respect to which it is entered into, and execution of the Government Contracts and the approval of the Contract by the Government Agencies, this Contract shall become effective on the first day of the first month following execution of this Contract by both parties, (the “Effective Date”).

IN WITNESS WHEREOF, the parties have executed this Contract as follows:

Provider

CalOptima

{{_es_:signer1:signature}}

{{_es_:signer2:signature}}

Signature

{{*Name_es_:signer1 }}

Signature

{{N_es_:signer2:fullname }}

Print Name

{{*_es_:signer1:title }}

Print Name

{{*_es_:signer2:title }}

Title

{{*_es_:signer1:date }}

Title

{{*_es_:signer2:date }}

Date

Date

ATTACHMENT A
COVERED SERVICES

ARTICLE 1
CALOPTIMA PROGRAMS

1.1 CalOptima Programs. Provider shall furnish Covered Services to eligible Members in the following CalOptima Programs:

- Medi-Cal Program
- OneCare (DSNP Medicare Advantage Program)

ARTICLE 2
SERVICES

2.1 Scope of Covered Services. “Covered Services”, as referred to in this Contract, means the services described in each of the schedules to this Attachment A. The schedules to this Attachment A are subject to DHCS’s Community Supports Policy Guide or ECM Policy Guide, as applicable, which DHCS may update from time to time. CalOptima may unilaterally amend the schedules in Attachment A, upon notice to Provider, to comply with any DHCS revisions to the Community Supports Policy Guide or ECM Policy Guide, as applicable.

ATTACHMENT A
Medically Tailored Meals & Registered Dietician Schedule

1. Description/Overview

- A. Malnutrition and poor nutrition can lead to devastating health outcomes, higher utilization, and increased costs, particularly among Members with chronic conditions. Meals help Members achieve their nutrition goals at critical times to help them regain and maintain their health. Results include improved Member health outcomes, lower hospital readmission rates, a well-maintained nutritional health status and increased Member satisfaction.
- B. CalOptima shall establish a contract with Provider to deliver the registered dietician assessment and the member specific intervention components of this service to meet the specific needs of our Members and support our organization’s mission and values. CalOptima shall enhance the registered dietician component by expanding the service to include personalized medical nutrition therapy services, referrals to CalOptima contracted Medically Tailored Meal providers and linkage to CalFresh, as appropriate.

2. Provider Obligations.

- A. Provider shall provide the following services:
 - (i) Screening and evaluation for:
 - 1. Clinical (nutrition and general health) and social determinants of health (SDOH) risk,
 - 2. Eligibility and appropriateness to receive food & nutrition support per the guidelines of the Medically Tailored Meal program.
 - 3. Eligibility to enroll in CalFresh.
 - 4. Medical nutrition therapy (MNT) and/or nutrition counseling, education, and skill development around food, nutrition, and cooking.
 - (ii) MNT and/or nutrition counseling, education and skill development around food, nutrition, and cooking to members, provided by Registered Dietitians (RDs). Particular areas of focus include:
 - 1. Lead member through a structured course of MNT care specific to the medical conditions/challenges a member may be facing, how they interface with their SDOH challenges, and the nuances of their daily lives.
 - 2. Provide accessibility to individuals with barriers (limited mobility, disability, lack of transportation, or other challenges) to receive nutritious foods consistently in their place of residence.
 - 3. Provide a personalized approach to individuals through a support system that provides motivation, encouragement, and empowerment.
 - 4. Guidance regarding how to maximize the quality of the food they buy while conscious of Members limited financial resources, transportation/mobility constraints, etc.
 - 5. Provide support and access to registered dietitians that can speak different languages and meet the cultural and language dynamics of members.

6. Provide education and empowerment to Members on how to make nutritious meals to promote autonomy, empowerment, and self-efficacy around food long-term.
7. Connect nutrition education to utilization of digital meal planning and grocery support tools.
- (iii) Design and administer targeted food interventions based on individual risk stratification, including:
 1. Nutrition counseling.
 2. Deliveries of nutritious, medically appropriate prepared meals and/or healthy produce/groceries to support their health needs.
 3. Vouchers/funds for healthy food and/or nutrition education.
 4. Linkage to an appropriate MTM provider based on member's assessment results.
- (iv) Assist with enrolling eligible Members into CalFresh, federally known as the Supplemental Nutrition Assistance Program (SNAP).
- (v) Provide personalized, digital meal planning and grocery shopping tools to Members that enable them to:
 1. Build cost-effective meal plans tailored around health/medical goals so that Members can be self-sufficient in a healthier lifestyle long term.
 2. Shop for groceries online, ideally with the ability to order medically- and culturally appropriate groceries for pickup or delivery.
 3. Utilization of CalFresh/SNAP funds in grocery purchasing.

3. Eligibility

- A. Members with chronic conditions, such as but not limited to diabetes, cardiovascular disorders, congestive heart failure, stroke, chronic lung disorders, human immunodeficiency virus (HIV), cancer, gestational diabetes, or other high risk perinatal conditions, and chronic or disabling mental/behavioral health disorders.
- B. Members being discharged from the hospital or a skilled nursing facility or at high risk of hospitalization or nursing facility placement; or
- C. Members with extensive care coordination needs.

4. Restrictions and Limitations

- A. Medically Tailored Meals cover up to two (2) meals per day and/or medically-supportive food and nutrition services for up to twelve (12) weeks, or longer if medically necessary.
 - (i) Meals that are eligible for or reimbursed by alternate programs are not eligible.
 - (ii) Meals are not covered to respond solely to food insecurities.
- B. Community supports shall supplement and not supplant services received by the Medi-Cal beneficiary through other State, local, or federally-funded programs, in accordance with the CalAIM special terms and conditions (“STCs”) and federal and DHCS guidance.

ATTACHMENT B
PROCEDURES FOR REQUESTING INTERPRETATION SERVICES

ARTICLE 1
CALOPTIMA DIRECT MEMBERS

- 1.1 CalOptima Responsibilities. CalOptima shall provide Members enrolled in CalOptima Direct (COD) with face-to-face language and sign language interpretation services to ensure effective communication with Providers. Upon notification from Provider pursuant to the provisions of this Contract that interpreter services are required, CalOptima shall arrange for and make payment for interpreter services for COD Members in accordance with the procedures set forth herein.
- 1.2 Request for Interpretation Services. To request these interpretation services Provider shall, at least one week before the scheduled appointment with the Member, contact CalOptima Customer Service Department at (714) 246-8500 to be connected with the Cultural and Linguistic (C&L) Coordinator. The following information will be needed at the time of the request:
- 1.2.1 Member name and ID, date of birth and telephone number;
 - 1.2.2 Name and phone number of the caretaker, if applicable;
 - 1.2.3 Language or sign language needed;
 - 1.2.4 Date and time of the appointment;
 - 1.2.5 Address and telephone number of the facility where the appointment is to take place;
 - 1.2.6 Estimated amount of time the interpretation service will be needed; and
 - 1.2.7 Type of appointment: assessment, fitting/delivery or other.
- 1.3 Provider's Responsibilities.
- 1.3.1 C&L Coordinator. Provider shall make the request at least one week before the scheduled appointment. Provider shall communicate with the CalOptima C&L Coordinator. CalOptima C&L Coordinator will make the best effort to secure an interpreter within 72 hours of a request, and will confirm to the Provider and Member of the result of this effort.
 - 1.3.2 Appointment Changes. If there is any change with the appointment, Provider shall contact CalOptima C&L Coordinator, at least 72 hours before the scheduled appointment.
 - 1.3.3 Provider Obligation for Cost. If Provider fails to communicate with CalOptima C&L Coordinator in a timely manner (less than 72 hours before the appointment), Provider will have to incur the cost of an urgent interpretation service request.

ARTICLE 2
HEALTH NETWORK MEMBERS

- 2.1 Health Network Contact. Provider shall contact Member's Health Network customer service department to request the needed interpretation services and shall follow the Health Network policy and procedures for those services.

ATTACHMENT C

COMPENSATION

CalOptima shall reimburse Provider, and Provider shall accept as payment in full from CalOptima, the following amounts:

I. Community Supports

CalOptima shall reimburse for Covered Services as follows:

Medically Tailored Meals/Medically Support Food Service Rate

Service Rate	\$38.00 Per Nutritional Assessment
HCPCS Billing Code	See DHCS guidance for specific billing codes and modifiers

II. ECM Services

Not Applicable to this Contract

III. CHW Services

Not Applicable to this Contract

ATTACHMENT D
DISCLOSURE FORM

**David Ashley, M.D., P.C. dba Foodsmart Nutrition
Network**

Name of Provider

The undersigned hereby certifies that the following information regarding **David Ashley, M.D., P.C. dba Foodsmart Nutrition Network** (the "Provider") is true and correct as of the date set forth below:

Officer(s)/Director(s)/General Partner(s):

{{*Owner1_es_:signer1}}	}}
{{Owner2_es_:signer1}}	}}
{{Owner3_es_:signer1}}	}}
{{Owner4_es_:signer1}}	}}

Co-Owner(s):

{{*Co-Owner1_es_:signer1}}	}}
{{Co-Owner2_es_:signer1}}	}}
{{Co-Owner3_es_:signer1}}	}}
{{Co-Owner4_es_:signer1}}	}}

Stockholder(s) owning more than five percent (5%) of the Provider's stock:

{{*Ownership(%)1_es_:signer1}}	}}
{{Ownership(%)2_es_:signer1}}	}}
{{Ownership(%)3_es_:signer1}}	}}
{{Ownership(%)4_es_:signer1}}	}}

Major creditor(s) holding more than five percent (5%) of the Provider's debt:

{{*Creditor(%)1_es_:signer1}}	}}
{{Creditor(%)2_es_:signer1}}	}}
{{Creditor(%)3_es_:signer1}}	}}
{{Creditor(%)4_es_:signer1}}	}}

Form of Provider (Corporation, Partnership, Sole Proprietorship, Individual, etc.):

{{*Company Type1_es_:signer1}}	}}
{{Company Type2_es_:signer1}}	}}
{{Company Type3_es_:signer1}}	}}
{{Company Type4_es_:signer1}}	}}

Date: {{_es_:signer1:date}}

Signature: {{_es_:signer1:signature}}

Name: {{Name_es_:signer1:}}
(Please type or print)

Title: {{_es_:signer1:title}}
(Please type or print)

ADDENDUM 1

MEDI-CAL PROGRAM

The following additional terms and conditions apply to items and services furnished to Members under the CalOptima Medi-Cal Program (COD and Health Network Members): These terms and conditions are additive to those contained in the main Contract. In the event that these terms and conditions conflict with those in the main Contract, these terms and conditions shall prevail.

1. Records Retention. Provider shall maintain and retain all records of all items and services provided Members for a term of at least ten (10) years from the final date of the contract between CalOptima and DHCS, or from the date of completion of any audit, whichever is later. Records involving matters which are the subject of litigation shall be retained for a period of not less than ten (10) years following the termination of litigation. Provider's books and records shall be maintained within, or be otherwise accessible within the State of California and pursuant to Section 1381(b) of the Health and Safety Code. Such records shall be maintained and retained on Provider's State licensed premises for such period as may be required by applicable laws and regulations related to the particular records. Such records shall be maintained in chronological sequence and in an immediately retrievable form that allows CalOptima, and/or representatives of any regulatory or law enforcement agencies, immediate and direct access and inspection of all such records at the time of any onsite audit or review.

Microfilm copies of the documents contemplated herein may be substituted for the originals with the prior written consent of CalOptima, provided that the microfilming procedures are approved by CalOptima as reliable and are supported by an effective retrieval system. If CalOptima is concerned about the availability of such records in connection with the continuity of care to a Member, Provider shall, upon request, transfer copies of such records to CalOptima's possession.

This provision shall survive the expiration or termination of this Contract, whether with or without cause, by rescission or otherwise.

2. Access to Books and Records. Provider agrees to make all of its premises, facilities, equipment, books, records, contracts, computer and other electronic systems pertaining to the goods and services furnished under the terms of the Contract, available for the purpose of an audit, inspection, evaluation, examination or copying, including but not limited to Access Requirements and State's Right to Monitor, as set forth in the DHCS Contract, Exhibit E, Attachment 2, Provision 20: (a) by CalOptima, the Government Agencies, CalOptima's Regulators, DOJ, Bureau of Medi-Cal Fraud, Comptroller General and any other entity statutorily entitled to have oversight responsibilities of the COHS program, (b) at all reasonable times at Provider's place of business or at such other mutually agreeable location in California, and (c) in a form maintained in accordance with the general standards applicable to such book or record keeping for a term of at least ten (10) years from the final date of the Contract between CalOptima and DHCS, or from the date of completion of any audit, whichever is later, in which the records or data were created or applied, and for which the financial record was completed, and including, if applicable, all Medi-Cal 35 file paid claims data and encounter data for a period of at least ten (10) years from the date of expiration or termination. Provider shall provide access to all security areas and shall provide reasonable facilities, cooperation and assistance to State representatives in the performance of their duties. If DHCS, CMS, or the DHHS Inspector General determines there is a reasonable possibility of fraud or similar risk, DHCS, CMS, or the DHHS Inspector General may inspect, evaluate, and audit Provider at any time. Upon resolution of a full investigation of fraud, DHCS reserves the right to suspend or terminate the Provider from participation in the Medi-Cal program; seek recovery of payments made to the Subcontractor; impose other sanctions provided under the State Plan, and direct CalOptima to terminate this Contract for provision of services to CalOptima Medi-Cal Members due to fraud.

Provider shall cooperate in the audit process by signing any consent forms or documents required by but not limited to: DHCS, DMHC, Department of Justice, Attorney General, Federal Bureau of Investigation and Bureau of Medi-Cal Fraud and/or CalOptima to release any records or documentation Provider may possess in order to verify Provider's records.

This provision shall survive the expiration or termination of this Contract, whether with or without cause, by rescission or otherwise.

3. Form of Records. Provider's and its Subcontractors' books and records shall be maintained in accordance with the general standards applicable to such book or record-keeping.
4. Third Party Tort Liability/Estate Recovery. Provider shall make no claim for the recovery of the value of Covered Services rendered to a Member when such recovery would result from an action involving tort liability of a third party, recovery from the estate of deceased Member, or casualty liability insurance awards and uninsured motorist coverage. Provider shall identify and notify CalOptima, within five (5) calendar days of discovery, which shall in turn notify DHCS, of any action by the CalOptima Member involving the Tort Workers' Compensation liability of a third party or estate recovery that could result in recovery by the CalOptima Member of funds to which DHCS has lien rights under Article 3.5 (commencing with Section 14124.70), Part 3, Division 9, Welfare and Institutions Code.
5. Records Related to Recovery for Litigation.
 - 5.1 Upon request by CalOptima, Provider shall timely gather, preserve and provide to CalOptima, in the form and manner specified by CalOptima, any information specified by CalOptima, subject to any lawful privileges, in Provider's or its Subcontractors' possession, relating to threatened or pending litigation by or against CalOptima or DHCS. If Provider asserts that any requested documents are covered by a privilege, Provider shall: 1) identify such privileged documents with sufficient particularity to reasonably identify the document while retaining the privilege; and 2) state the privilege being claimed that supports withholding production of the document. Such request shall include, but is not limited to, a response to a request for documents submitted by any party in any litigation by or against CalOptima or DHCS. Provider acknowledges that time may be of the essence in responding to such request. Provider shall use all reasonable efforts to immediately notify CalOptima of any subpoenas, document production requests, or requests for records, received by Provider or its Subcontractors related to this Contract or Subcontracts entered into under this Contract. Provider further agrees to timely gather, preserve, and provide to DHCS any records in Provider's or its subcontractor's possession, in accordance with the DHCS Contract, Exhibit E, Attachment 2, "Records Related to Recovery for Litigation" Provision.
 - 5.2 In addition to the payments provided for elsewhere in this Contract, CalOptima agrees to pay Provider for complying with Paragraph 5.1, above, as follows:
 - 5.2.1 CalOptima shall reimburse Provider amounts paid by Provider to third parties for services necessary to comply with Paragraph 5.1. Any third party assisting Provider with compliance with Paragraph 5.1 shall comply with all applicable confidentiality requirements. Amounts paid by Provider to any third party for assisting Provider in complying with Paragraph 5.1, shall not exceed normal and customary charges for similar services and such charges and supporting documentation shall be subject to review by CalOptima.
 - 5.2.2 If Provider uses existing personnel and resources to comply with Paragraph 5.1, CalOptima shall reimburse Provider as specified below. Provider shall maintain and provide to CalOptima time reports supporting the time spent by each employee as a condition of reimbursement. Reimbursement claims and supporting documentation shall be subject to review by CalOptima.
 - 5.2.2.1 Compensation and payroll taxes and benefits, on a prorated basis, for the employees' time devoted directly to compiling information pursuant to Paragraph 5.1.
 - 5.2.2.2 Costs for copies of all documentation submitted to CalOptima pursuant to Paragraph 5.1, subject to a maximum reimbursement of ten (10) cents per copied page.
 - 5.2.2.3 Provider shall submit to CalOptima all information needed by CalOptima to determine reimbursement to Provider under this provision, including, but not limited to, copies of invoices from third parties and payroll records.

6. Medical Records. All medical records shall meet the requirements of Section 1300.80(b)(4) of Title 28 of the California Code of Regulations, and Section 1936a(w) of Title 42 of the United States Code. Such records shall be available to health care providers at each encounter, in accordance with Section 1300.67.1(c) of Title 28 of the California Code of Regulations. Provider shall ensure that an individual is delegated the responsibility of securing and maintaining medical records at each Participating Provider or Subcontractor site.
7. Downstream Contracts. In the event that Provider is allowed to subcontract for services under this Contract, and does so subcontract, then Provider shall, upon request, provide copies of such subcontracts to CalOptima or DHCS.
8. Medi-Cal Policies. Covered Services provided under this Contract shall comply with all applicable Medi-Cal Managed Care Division (MMCD) Policy Letters.
9. Medi-Cal Credentialing. If Provider is of a provider type that is not able to enroll in Medi-Cal through the DHCS, Provider shall provide an accurate, current, signed copy of the DHCS Medi-Cal Disclosure Form, DHCS-6216, or such other disclosure form as DHCS may otherwise specify to meet the requirements of Section 51000.35 of Title 22 of the California Code of Regulations, for its Providers.
10. Changes in Availability or Location of Services. Any substantial change in the availability or location of services to be provided under this Contract requires the prior written approval of DHCS. Provider's proposal to reduce or change the hours, days, or location at which the services are available shall be given to CalOptima at least 75 days prior to the proposed effective date. DHCS' denial of the proposal shall prohibit implementation of the proposed changes.
11. Confidentiality of Medi-Cal Members. Provider and its employees, agents, or Subcontractors shall protect from unauthorized disclosure the names and other identifying information concerning persons either receiving services pursuant to this Contract, or persons whose names or identifying information become available or are disclosed to Provider, its employees, or agents as a result of services performed under this Contract, except for statistical information not identifying any such person. Provider and its employees, agents, or Subcontractors shall not use such identifying information for any purpose other than carrying out Provider's obligations under this Contract. Provider and its employees, or agents shall promptly transmit to the CalOptima all requests for disclosure of such identifying information not emanating from the Member. Provider shall not disclose, except as otherwise specifically permitted by this Contract or authorized by the Member, any such identifying information to anyone other than DHCS or CalOptima without prior written authorization from CalOptima. For purposes of this provision, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.

Names of persons receiving public social services are confidential and are to be protected from unauthorized disclosure in accordance with Title 42 CFR Section 431.300 et seq., Section 14100.2, Welfare and Institutions Code, and regulations adopted thereunder. For the purpose of this Contract, all information, records, data, and data elements collected and maintained for the operation of the Contract and pertaining to Members shall be protected by Provider from unauthorized disclosure. Provider may release Medical Records in accordance with applicable law pertaining to the release of this type of information. Provider is not required to report requests for Medical Records made in accordance with applicable law. With respect to any identifiable information concerning a Member under this Contract that is obtained by Provider or its Subcontractors, Provider:

- 11.1 will not use any such information for any purpose other than carrying out the express terms of this Contract,
- 11.2 will promptly transmit to CalOptima all requests for disclosure of such information, except requests for Medical Records in accordance with applicable law,
- 11.3 will not disclose, except as otherwise specifically permitted by this Contract, any such information to any party other than DHCS or CalOptima without CalOptima's prior written authorization specifying that the information is releasable under Title 42 CFR Section 431.300 et seq., Section 14100.2, Welfare and Institutions Code, and regulations adopted there under, and

- 11.4 will, at the termination of this Contract, return all such information to CalOptima or maintain such information according to written procedures sent to the Provider by CalOptima for this purpose.
12. Debarment Certification. By signing this Contract, the Provider agrees to comply with applicable Federal suspension and debarment regulations including, but not limited to 7 CFR 3017, 45 CFR 76, 40 CFR 32, or 34 CFR 85.
- 12.1 By signing this Contract, the Provider certifies to the best of its knowledge and belief, that it and its principals:
- 12.1.1 Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
- 12.1.2 Have not within a three-year period preceding this Contract have 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 (Federal, State or local) transaction or contract under a public transaction; 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;
- 12.1.3 Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Subprovision 12.1.2 herein; and
- 12.1.4 Have not within a three-year period preceding this Contract had one or more public transactions (Federal, State or local) terminated for cause or default.
- 12.1.5 Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under Federal regulations (i.e., 48 CFR 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State.
- 12.1.6 Will include a clause entitled, “Debarment and Suspension Certification” that essentially sets forth the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 12.2 If the Provider is unable to certify to any of the statements in this certification, the Provider shall submit an explanation to CalOptima.
- 12.3 The terms and definitions herein have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549.
- 12.4 If the Provider knowingly violates this certification, in addition to other remedies available to the Federal Government, CalOptima may terminate this Contract for cause or default.
13. DHCS Directions. If required by DHCS, Provider and its Subcontractors shall cease specified activities for CalOptima Members, which may include, but are not limited to, referrals, assignment of beneficiaries, and reporting, until further notice from DHCS.
14. Lobbying Restrictions and Disclosure Certification.
- 14.1 (Applicable to federally funded contracts in excess of \$100,000 per Section 1352 of the 31, U.S.C.)
- 14.2 Certification and Disclosure Requirements
- 14.2.1 Each person (or recipient) who requests or receives a contract, subcontract, grant, or subgrant, which is subject to Section 1352 of the 31, U.S.C., and which exceeds \$100,000 at any tier, shall file a certification (in the form set forth in Attachment 1 to this Addendum 1, consisting of one page, entitled “Certification Regarding Lobbying”) that the recipient has not made, and will not make, any payment prohibited by Paragraph 14.3 of this provision.

- 14.2.2 Each recipient shall file a disclosure (in the form set forth in Attachment 2 to this Addendum 1, entitled “Standard Form-LLL ‘disclosure of Lobbying Activities’”) if such recipient has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered federal action) in connection with a contract or grant or any extension or amendment of that contract or grant, which would be prohibited under Paragraph 14.3 of this provision if paid for with appropriated funds.
- 14.2.3 Each recipient shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affect the accuracy of the information contained in any disclosure form previously filed by such person under Paragraph 14.2.2 herein. An event that materially affects the accuracy of the information reported includes:
- 14.2.3.1 A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action;
 - 14.2.3.2 A change in the person(s) or individual(s) influencing or attempting to influence a covered federal action; or
 - 14.2.3.3 A change in the officer(s), employee(s), or member(s) contacted for the purpose of influencing or attempting to influence a covered federal action.
- 14.2.4 Each person (or recipient) who requests or receives from a person referred to in Paragraph 14.2.1 of this provision a contract, subcontract, grant or subgrant exceeding \$100,000 at any tier under a contract or grant shall file a certification, and a disclosure form, if required, to the next tier above.
- 14.2.5 All disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the person referred to in Paragraph 14.2.1 of this provision. That person shall forward all disclosure forms to DHCS program contract manager.
- 14.3 Prohibition—Section 1352 of Title 31, U.S.C., provides in part that no appropriated funds may be expended by the recipient of a federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract, the making of any federal grant, the making of any federal loan, entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
15. Additional Subcontracting Requirements.
- 15.1 Provider shall ensure that all Subcontracts are in writing and require that the Provider and its Subcontractors:
- 15.1.1 Make all premises, facilities, equipment, applicable books, records, contracts, computer, or other electronic systems related to this Contract, available at all reasonable times for audit, inspection, examination, or copying by CalOptima, DHCS, CalOptima’s Regulators, and/or DOJ, or their designees.
 - 15.1.2 Retain such books and all records and documents for a term minimum of at least ten (10) years from the final date of the DHCS Contract period or from the date of completion of any audit, whichever is later.
- 15.2 Provider shall require all Subcontracts that relate to the provision of Medi-Cal Covered Services to Members pursuant to the Contract include the following:
- 15.2.1 Services to be provided by the Subcontractor, term of the Subcontract (beginning and ending dates), methods of extension, renegotiation, termination,

- and full disclosure of the method and amount of compensation or other consideration to be received by the Subcontractor.
- 15.2.2 Subcontract or its amendments are subject to DHCS approval as provided in the DHCS Contract, and the Subcontract shall be governed by and construed in accordance with all laws and applicable regulations governing the DHCS Contract.
 - 15.2.3 An agreement that the assignment or delegation of the Subcontract will be void unless prior written approval is obtained pursuant to Section 21 of this Addendum 1.
 - 15.2.4 An agreement to submit provider data, encounter data, and reports related to the Subcontract in accordance with Sections 2.23 of the Contract, and to gather, preserve, and provide any records in the Subcontractor's possession in accordance with Section 5 of this Addendum 1.
 - 15.2.5 An agreement to make all premises, facilities, equipment, books, records, contracts, computer, and other electronic systems of the Subcontractor pertaining to the goods and services furnished by Subcontractor under the Subcontract, available for purpose of an audit, inspection, evaluation, examination, or copying, in accordance with Section 6.1 of the Contract and Sections 2 and 16 of this Addendum 1.
 - 15.2.6 An agreement to maintain and make available to DHCS, CalOptima, and/or Provider, upon request, all sub-subcontracts related to the Subcontract, and to ensure all sub-contractors are in writing and require the sub-subcontractors to comply with the requirements set forth in Section 15.1 of this Addendum 1.
 - 15.2.7 An agreement to comply with CalOptima's Compliance Program (including, without limitations, CalOptima Policies), all applicable requirements or the DHCS Medi-Cal Managed Care Program, and all monitoring provisions and requests set forth in Section 16 of this Addendum 1.
 - 15.2.8 An agreement to assist Provider and/or CalOptima in the transfer of care of a Member in the event of termination of the DHCS Contract or the Contract for any reason, in accordance with Section 19 of this Addendum 1, and in the event of termination of the Subcontract for any reason.
 - 15.2.9 An agreement to hold harmless the State, Members, and CalOptima in the event the Provider cannot or will not pay for services performed by the Subcontractor pursuant to the Subcontract, and to prohibit Subcontractors from balance billing a Member as set forth in Section 4.7 of the Contract.
 - 15.2.10 An agreement to notify DHCS in the manner provided in Section 7.9 of the Contract in the event the Subcontract is amended or terminated.
 - 15.2.11 An agreement to the provision of interpreter services to Members at all provider sites as set forth in Section 2.17 of the Contract, to comply with the language assistance standards developed pursuant to Health and Safety Code section 1367.04, and to the requirements for cultural and linguistic sensitivity as set forth in Section 2.16 or the Contract.
 - 15.2.12 Subcontractors shall have access to CalOptima's dispute resolution mechanism in accordance with Section 8.1 of the Contract.
 - 15.2.13 An agreement to participate and cooperate in quality improvement system as set forth in Section 2.12 of the Contract, and to the revocation of the delegation of activities or obligations under the Subcontract or other specified remedies in instances where DHCS, CalOptima and/or Provider determines that the Subcontractor has not performed satisfactorily.
 - 15.2.14 If and to the extent Subcontractor is responsible for the coordination of care of Members, an agreement to comply with Section 25 of this Addendum 1 and Section 6.5.3 of the Contract.

- 15.2.15 An agreement by the Provider to notify the Subcontractor of prospective requirements and the Subcontractor's agreement to comply with the new requirements, in accordance with Section 7.5. of the Contract.
 - 15.2.16 An agreement for the establishment and maintenance of and access to medical and administrative records as set forth in Sections 6.2 and 6.3 of the Contract and Sections 1, 3 and 6 of this Addendum 1.
 - 15.2.17 An agreement that Subcontractors shall notify Provider of any investigations into Subcontractor's professional conduct, or any suspension of or comment on a Subcontractor's professional licensure, whether temporary or permanent.
 - 15.2.18 An agreement requiring Subcontractor to sign a Declaration of Confidentiality pursuant to Section 6.5.3 or the Contract, which shall be signed and filed with DHCS prior to the Subcontractor being allowed access to computer files or any other data or files, including identification of Members.
16. State's Right to Monitor. Provider shall comply with all monitoring provisions of this Contract and the DHCS Contract between CalOptima and DHCS, and any monitoring requests by CalOptima and DHCS. Without limiting the foregoing, CalOptima and authorized State and Federal agencies will have the right to monitor, inspect or otherwise evaluate all aspects of the Provider's operation for compliance with the provisions of this Contract and applicable Federal and State laws and regulations. Such monitoring, inspection or evaluation activities will include, but are not limited to, inspection and auditing of Provider, Subcontractor, and provider facilities, management systems and procedures, and books and records as the Director of DHCS deems appropriate, at anytime, pursuant to 42 CFR Section 438.3(h). The monitoring activities will be either announced or unannounced. To assure compliance with the Contract and for any other reasonable purpose, the State and its authorized representatives and designees will have the right to premises access, with or without notice to the Provider. The monitoring activities will be either announced or unannounced. Staff designated by authorized State agencies will have access to all security areas and the Provider will provide, and will require any and all of its subcontractors to provide, reasonable facilities, cooperation and assistance to State representative(s) in the performance of their duties. Access will be undertaken in such a manner as to not unduly delay the work of the Provider and/or the subcontractor(s).
 17. Provider shall comply with language assistance standards developed pursuant to Health & Safety Code Section 1367.04.
 18. Air or Water Pollution Requirements. Any federally funded agreement and/or subcontract in excess of \$100,000 must comply with the following provisions unless said agreement is exempt under 40 CFR 15.5. Provider agrees to comply with all applicable standards, orders, or requirements issued under the Clean Air Act (42 USC 7401 et seq.), as amended, and the Federal Water Pollution Control Act (33 USC 1251 et seq.), as amended.
 19. Prior to the termination or expiration of this Contract, including termination due to termination or expiration of CalOptima's DHCS Contract, and upon request by DHCS or CalOptima to assist in the orderly transfer of Members' medical care and all necessary data and history records to DHCS or a successor DHCS Contractor, the Provider shall make available to DHCS and/or CalOptima copies of medical records, patient files, and any other pertinent information, including information maintained by any Subcontractor necessary for efficient case management of Members, and the preservation, to the extent possible, of Member-Provider relationships. Costs of reproduction shall be borne by DHCS and CalOptima, as applicable.
 20. This Contract shall be governed by and construed in accordance with all laws and applicable regulations governing the DHCS Contract between CalOptima and DHCS.
 21. Provider agrees that the assignment or delegation of this Contract or Subcontract, either in whole or in part, will be void unless prior written approval is obtained from DHCS and CalOptima, as applicable, provided that approval may be withheld in their sole and absolute discretion. For purposes of this Section, and with respect to this Contract and any Subcontracts, as applicable, an assignment constitutes any of the following: (i) the change of more than twenty-five percent (25%) of the ownership or equity interest in Provider or Subcontractor (whether in a single transaction or in a series of transactions); (ii) the change or more than twenty-five percent (25%)

of the directors of trustees of Provider or Subcontractor; (iii) the merger, reorganization, or consolidation of Provider or Subcontractor, with another entity with respect to which Provider or Subcontractor is not the surviving entity; and/or (iv) a change in the management of Provider or Subcontractor from management by persons appointed, elected or otherwise selected by the governing body of Provider or Subcontractor (e.g., the Board of Directors) to a third-party management person, company, group, team or other entity.

22. Provider further agrees to timely gather, preserve, and provide to DHCS any records in the Provider's or its Subcontractor's possession, in accordance with the State Contract, Exhibit E, Attachment 2, "Records Related to Recovery for Litigation Provision".
23. Provider agrees to assist CalOptima in the transfer of care in the event of any Subcontract termination for any reason.
24. Notwithstanding anything in this Contract to the contrary, Provider shall be entitled to the protections of the Health Care Providers' Bill of Rights, California Health and Safety Code section 1375.7, in the administration of this Contract relative to the Medi-Cal program.
25. If and to the extent that the Provider is responsible for the coordination of care for Members, CalOptima shall share with Provider, in accordance with the appropriate Declaration of Confidentiality signed by Provider and filed with DHCS, any utilization data that DHCS has provided to CalOptima, and Provider shall receive the utilization data provided by CalOptima and use it as the Provider is able for the purpose of Members care coordination.

ADDENDUM 2
MEDICARE ADVANTAGE PROGRAM
(ONECARE)

The following additional terms and conditions apply to items and services furnished to Members under the CalOptima Medicare Advantage Program (OneCare):

1. Record Retention. Provider agrees to retain books, records, Member medical, Subcontractor and other records for at least ten (10) years from the final date of the contract between CalOptima and DHCS, or the date of completion of any audit, whichever is later, unless a longer period is required by law.
2. Right of Inspection, Evaluation, Audit of Records. Provider and its Subcontractors agree to maintain and make available contracts, books, documents, and records involving transactions related to the Contract to CalOptima, DMHC, DHHS, the Comptroller General, the U.S. General Accounting Office (“GAO”), any Quality Improvement Organization (“QIO”) or accrediting organizations, including NCQA, and other representatives of regulatory or accrediting organizations or their designees to inspect, evaluate, and audit for ten (10) years from the final date of the Contract period or from the date of completion of any audit, whichever is later. For purposes of utilization management, quality improvement and other CalOptima administrative purposes, CalOptima and officials referred to above, shall have access to, and copies of, at reasonable time upon request, the medical records, books, charts, and papers relating to the Provider’s provision of health care services to Members, the cost of such services, and payments received by Provider from Members (or from others on their behalf). Medical records shall be provided at no charge to Members or CalOptima.
3. Accountability Acknowledgement. Provider further agrees and acknowledges that CalOptima oversees and is accountable to CMS for functions or responsibilities described in MA regulations; that CalOptima may only delegate activities or functions in a manner consistent with the MA program delegation requirements; and that any services or other activities performed by Provider pursuant to the Contract are consistent and comply with CalOptima’s contractual obligations with CMS and adhere to delegation requirements set forth by MA statutes, regulations and/or other guidance. Where delegated responsibilities are identified in this Contract, the following shall apply:
 - 3.1 Delegation by CalOptima. To the extent that responsibilities are delegated to Provider under this Contract, Provider warrants that it meets CalOptima delegation criteria set forth in the Delegation Acknowledgement and Acceptance Agreement attached to this Contract, if applicable, and agrees to accept delegated responsibility for those listed activities. Provider agrees to perform the delegated activities in a manner consistent with the delegation criteria. Provider agrees to notify CalOptima of any change in its eligibility under the delegation criteria within twenty-four (24) hours from the date it fails to meet such delegation criteria. Provider acknowledges that delegation to another entity does not alter Provider’s ultimate obligations and responsibilities set forth in this Contract. Provider acknowledges and agrees that CalOptima retains final authority and responsibility for activities delegated under this Contract. Activities not expressly delegated herein by CalOptima or for which delegation is terminated are the responsibility of CalOptima.
 - 3.2 Reports on Delegated Activities. Provider agrees to provide CalOptima with periodic reports on delegated activities performed by Provider as provided in the delegation criteria. The report shall be in a form and contain such information as shall be agreed upon between the parties. Provider agrees to take those corrective actions identified by CalOptima through the audit review process.
 - 3.3 CalOptima Oversight of Delegation. The delegation of the functions and responsibilities stated herein does not relieve CalOptima of any of its accountability to CMS and obligations to its Members under applicable law. CalOptima is authorized to perform and remains liable for the performance of such obligations, notwithstanding any delegation of

some or all of those obligations by Provider, which will be monitored by CalOptima on an ongoing basis. In the event Provider breaches its obligation to perform any delegated duties, CalOptima shall have all remedies set forth in this Contract, including, but not limited to, penalties or termination of the delegation of such functions to Provider as set forth in this Contract. Moreover, CalOptima shall have the right to require Provider to terminate any Subcontracting provider for good cause, including but not limited to breach of its obligations to perform any delegated duties.

- 3.4 Review of Credentials. Provider shall ensure that the credentials of medical professionals affiliated with the Provider are reviewed by it. Provider agrees that CalOptima will review and approve Provider's credentialing process on ongoing basis.
4. COB Requirements.
 - 4.1 MSP Obligations. Provider agrees to comply with Medicare Secondary Payer ("MSP") requirements. Provider shall coordinate with CalOptima for proper determination of COB and to bill and collect from other payers and third-party liens such charges for which the other payer is responsible. Provider agrees to establish procedures to effectively identify, at the time of service and as part of their claims payment procedures, individuals and services for which there may be a financially responsible party other than MA Program. Provider will bill and collect from other payers such amounts for Covered Services for which the other payer is responsible.
 - 4.2 Provider Authority to Bill Third Party Payers. Provider may bill other individuals or entities for Covered Services for which Medicare is not the primary payer, as specified herein. If a Medicare Member receives Covered Services from Provider that are also covered under state or federal workers' compensation, any no-fault insurance, or any liability insurance policy or plan, including a self-insured plan, Provider may bill any of the following— (1) the insurance carrier, the employer, or any other entity that is liable for payment for the services under section 1862(b) of the Act and 42 C.F.R. part 411 or (2) the Medicare enrollee, to the extent that he or she has been paid by the carrier, employer, or entity for covered medical expenses.
5. Reporting Requirements. Provider shall comply with CalOptima's reporting requirements in order that it may meet the requirements set forth in MA laws and regulations for submitting encounter and other data including, without limitation, 42 CFR § 422.516. Provider also agrees to furnish medical records that may be required to obtain any additional information or corroborate the encounter data.
6. Submission and Prompt Payment of Claims. Provider agrees to submit claims to CalOptima in such format as CalOptima may require (but at minimum the CMS forms 1500, UB 04 or other form as appropriate) within ninety (90) days after the services are rendered. CalOptima reserves the right to deny claims that are not submitted within ninety (90) days of the date of service, except where Provider bills a third party payor as primary. Provider agrees to refrain from duplicate billing any claims submitted to CalOptima, unless expressly approved by CalOptima in order to process coordination of benefit claims. CalOptima shall provide payment to Provider within forty-five (45) business days of CalOptima's receipt of a clean and uncontested claim from Provider, or, CalOptima will contest or deny Provider's claim within forty-five (45) business days following CalOptima's receipt thereof.

ADDENDUM 3
CAL MEDICCONNECT PROGRAM REQUIREMENTS

Not Applicable to this Contract

**STATE OF CALIFORNIA
DEPARTMENT OF HEALTH CARE SERVICES**

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making, awarding or entering into of this Federal contract, Federal grant, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Federal contract, grant, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency of the United States Government, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities" in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including Subcontractors, subgrants, and contracts under grants and cooperative agreements) of \$100,000 or more, and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C., any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

David Ashley, M.D., P.C. dba Foodsmart
Nutrition Network

{{Name_es_ :signer1: }}

Name of Contractor

Printed Name of Person Signing for
Contractor

{{_es_ :signer1:signature}}

Contract / Grant Number

Signature of Person Signing for Contractor

{{_es_ :signer1:date }}

{{_es_ :signer1:title }}

Date

Title

After execution by or on behalf of Contractor, please return to:

Department of Health Care Services
Medi-Cal Managed Care Division
MS 4415, 1501 Capitol Avenue, Suite 71.4001 P.O.
Box 997413
Sacramento, CA 95899-7413

{{lobby_es_ :checkbox:signer1}} If Provider Lobby , Please check this box

Addendums – Attachment 2

CERTIFICATION REGARDING LOBBYING

Approved by OMB

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

0348-0046

<p>1. Type of Federal Action:</p> <p><input type="checkbox"/> contract</p> <p><input type="checkbox"/> grant</p> <p><input type="checkbox"/> cooperative agreement</p> <p><input type="checkbox"/> loan</p> <p><input type="checkbox"/> loan guarantee</p> <p><input type="checkbox"/> loan insurance</p>	<p>2. Status of Federal Action:</p> <p><input type="checkbox"/> bid/offer/application</p> <p><input type="checkbox"/> initial award</p> <p><input type="checkbox"/> post-award</p>	<p>3. Report Type: initial</p> <p><input type="checkbox"/> initial filing</p> <p><input type="checkbox"/> material change</p> <p>For Material Change Only:</p> <p>Year <input type="text"/> quarter <input type="text"/></p> <p>date of last report</p>
<p>4. Name and Address of Reporting Entity:</p> <p><input type="text"/></p> <p>Prime Subawardee</p> <p>Tier, if known: <input type="text"/></p>		<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p><input type="text"/></p>
<p>Congressional District, If known:</p> <p><input type="text"/></p>		<p>Congressional District, If known:</p> <p><input type="text"/></p>
<p>6. Federal Department/Agency:</p> <p><input type="text"/></p>	<p>7. Federal Program Name/Description:</p> <p><input type="text"/></p> <p>CDFA Number, if applicable:</p> <p><input type="text"/></p>	
<p>8. Federal Action Number, if known:</p> <p><input type="text"/></p>	<p>9. Award Amount, if known:</p> <p><input type="text"/></p>	
<p>10. a. Name and Address of Lobbying Entity (If individual, last name, first name, MI):</p> <p><input type="text"/></p> <p><input type="text"/></p> <p>(attach Continuation Sheets(s))</p>	<p>b. Name and Address of Lobbying Entity (If individual, last name, first name, MI):</p> <p><input type="text"/></p> <p>SF-LLL-A, If necessary)</p>	
<p>Amount of Payment (check all that apply):</p> <p>\$<input type="text"/> actual <input type="checkbox"/> planned <input type="checkbox"/></p>	<p>13. Type of Payment (Check all that apply):</p> <p><input type="checkbox"/> a. retainer</p> <p><input type="checkbox"/> b. one-time fee</p> <p><input type="checkbox"/> c. commission</p> <p><input type="checkbox"/> d. contingent fee</p> <p><input type="checkbox"/> e. deferred</p> <p><input type="checkbox"/> f. other, specify: <input type="text"/></p>	
<p>Form of Payment (check all that apply):</p> <p>a. <input type="checkbox"/> cash</p> <p>b. <input type="checkbox"/> in-kind, specify: <input type="text"/> Nature</p>		
<p>Value <input type="text"/></p>		
<p>14. Brief Description of Services Performed or to be Performed and Dates(s) of Service, including Officer(s), Employee(s), or Member(s) Contracted for Payment indicated in item 11:</p> <p><input type="text"/></p> <p align="center">(Attach Continuation Sheet(s) SF-LLL-A, If necessary)</p>		
<p>15. Continuation Sheet(s) SF-LLL-A Attached: Yes <input type="checkbox"/> No <input type="checkbox"/></p>		
<p>16. Information requested through this form is authorized by Title 31, U.S.C., Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to Title 31, U.S.C., Section 1352. This information will be reported to the Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$19,000 and not more than \$100,000 for each such failure.</p>	<p>Signature: <input type="text"/></p> <p>Print Name: <input type="text"/></p> <p>Title: <input type="text"/></p> <p>Telephone No.: <input type="text"/></p> <p>Date: <input type="text"/></p>	
<p>Federal Use Only</p>		<p>Authorized for Local Reproduction Standard Form-LLL</p>

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime federal recipients at the initiation or receipt of a covered federal action, or a material change to a previous filing, pursuant to Title 31, U.S.C., Section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered federal action. Use the SF - LLL- A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

Identify the type of covered federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered federal action.

Identify the status of the covered federal action.

Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered federal action.

Enter the full name, address, city, state, and ZIP code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants, and contract awards under grants.

If the organization filing the report in Item 4 checks "Subawardee," then enter the full name, address, city, state, and ZIP code of the prime federal recipient. Include Congressional District, if known.

Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation United States Coast Guard.

Enter the federal program name or description for the covered federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

Enter the most appropriate federal identifying number available for the federal action identified in Item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract grant, or loan award number; the application/proposal control number assigned by the federal agency). Include prefixes, e.g., "RFP-DE-90401."

For a covered federal action where there has been an award or loan commitment by the federal agency, enter the federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.

10. (a) Enter the full name, address, city, state, and ZIP code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered federal action.

10. (b) Enter the full names of the Individual(s) performing services and include full address if different from 10.(a). Enter last name, first name, and middle initial (MI).

Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.

Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.

Check the appropriate box(es). Check all boxes that apply. If other, specify nature.

Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with federal officials, identify the federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.

Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.

The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to the Office of Management and Budget, Paperwork Reduction Project, (0348-0046), Washington, DC 20503
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CONTRACTED ENTITIES COVERED BY THIS RECOMMENDED BOARD ACTION

Name	Address	City	State	Zip Code
FoodSmart	595 Pacific Ave., 4th Floor	San Francisco	CA	94133

CALOPTIMA HEALTH BOARD ACTION AGENDA REFERRAL

Action To Be Taken March 7, 2024

Regular Meeting of the CalOptima Health Board of Directors

Report Item

14. Select and Enter into Grant Agreements with Street Medicine Providers

Contacts

Kelly Bruno Nelson, Executive Director, Medi-Cal and CalAIM, (657) 550-4741

Yunkyung Kim, Chief Operating Officer, (714) 923-8834

Recommended Actions

- 1) Approve the Request for Qualifications Evaluation Committee recommendation for the street medicine providers for the cities of Anaheim and Costa Mesa;
- 2) Authorize the Chief Executive Officer, or designee, to execute two-year grant agreements in an amount not to exceed \$5.0 million in aggregate to expand CalOptima Health's Street Medicine Program with awarded Medi-Cal street medicine providers;
- 3) Appropriate up to \$1.8 million in existing reserves to fund the street medicine provider grant agreements; and
- 4) Make a finding that such expenditures are for a public purpose and in furtherance of CalOptima Health's mission and purpose.

Background

On March 17, 2022, CalOptima Health's Board (Board) committed \$8 million from the Homeless Health Initiatives Reserve for purposes of Street Medicine. On May 5, 2022, the Board approved the street medicine scope of work. On November 3, 2022, the Board authorized the Chief Executive Officer to execute a contract with Healthcare in Action to provide street medicine services. The Street Medicine Program launched in Garden Grove on April 1, 2023.

In accordance with CalOptima Health's strategic priority of overcoming health disparities, and based on the success of the program in Garden Grove, on October 5, 2023, the Board unanimously voted to:

1. Authorize CalOptima Health staff to expand CalOptima Health's Street Medicine Program into two additional cities;
2. Approve the notice of interest opportunity process that would be released to cities, including commitments from CalOptima Health as well as evaluation criteria based on a series of questions; and
3. Approve the scope of work for the Request of Qualifications (RFQu) to identify providers capable of implementing the Street Medicine Program.

CalOptima Health launched the RFQu for street medicine providers on November 9, 2023. On December 7, 2023, the Board authorized CalOptima Health to expand its Street Medicine Program to the cities of Anaheim and Costa Mesa.

Discussion

On November 9, 2023, CalOptima Health released the RFQu to identify capable street medicine providers and invited proposals to provide street medicine services. As stated in the RFQu, potential providers were made aware that all applications received would be evaluated by CalOptima Health staff in accordance with the included criteria and additional sub-criteria that may be considered as relevant or pertinent by the evaluators. The scoring categories were as follows:

- Letter of Transmittal Requirements, Proposal Organization, Completeness of response (10%);
- Process: Bidder can perform all aspects of the Contract, knowledge of industry, proper qualifications, can handle our size and needs (30%);
- Related experience: Years, Worked with Clients similar to CalOptima Health, References (25%)
- Service Team: Qualifications, Location, Experience (25%); and
- Contract Changes (10%).

The RFQu closed on December 15, 2023. CalOptima Health received a total of nine applications. Led by Vendor Management, the evaluators first independently reviewed, evaluated, and scored all applications and submitted those scores to Vendor Management. The evaluators then met on January 3, 2024, to review the submitted scores to determine the next steps.

Below is further information on the applications received for each city:

Anaheim

Seven applicants were identified that would be able to provide services in Anaheim. Utilizing the aforementioned evaluation criteria and weights, the applications scored as follows:

Provider	Score
Healthcare in Action	4.9792
Alta Med	4.0958
Families Together of Orange County (FTOC)	3.8042
Korean Community Services	3.0292
Central City Community	2.9458
Family Health Matters	2.9292
Mariposa	2.3333

The Board-approved notice of interest opportunity released on October 5, 2023, included a commitment to selected cities to provide feedback on the top two provider applications for their city. As such, CalOptima Health staff met with City of Anaheim staff on January 11, 2024, to review the top two applicants, Healthcare in Action and Alta Med. During the review, city staff advised their desire for CalOptima Health to select the top candidate, Healthcare in Action, due to the shared border between Anaheim and Garden Grove and the existing efforts between Anaheim Police and Garden Grove Police to serve their unsheltered residents.

Based on the business knowledge of the evaluation committee, Anaheim staff’s feedback, and to ensure seamless continuity of the Street Medicine Program into Anaheim, CalOptima Health staff recommends Healthcare in Action be awarded the Street Medicine Grant Agreement in Anaheim.

Costa Mesa

Four applicants were identified that would be able to provide services in Costa Mesa. Utilizing the aforementioned evaluation criteria and weights, the applications scored as follows:

Provider	Score
Healthcare in Action	4.9792
Celebrating Life Community Health Center (CLCHC)	3.8958
FTOC	3.8042
Wellness & Equity	2.3333

Since CLCHC and FTOC scored within 5% of one another, interviews were conducted with each provider to solidify the second highest score. The evaluation committee then re-scored as shown below:

Provider	Score
CLCHC	4.483
FTOC	3.567

The Board-approved notice of interest opportunity released on October 5, 2023, included a commitment by CalOptima Health to the selected cities to provide feedback on the top two provider applications for their cities. CalOptima Health staff met with City of Costa Mesa staff on January 10, 2024, to review the top two applicants, Healthcare in Action and CLCHC. During the review, city staff advised their desire for CalOptima Health to select CLCHC due to an existing partnership with CLCHC and their desire to build upon said partnership. Further, city staff reported that the city’s synergy with CLCHC would aid in a successful implementation.

Based on the business knowledge of the evaluation committee, Costa Mesa staff’s feedback, and the desire to ensure seamless continuity of the Street Medicine Program into Costa Mesa, CalOptima Health staff recommend CLCHC be awarded the Street Medicine Grant Agreement in Costa Mesa.

Next Steps

Similar to the city of Garden Grove program, the city of Anaheim and city of Costa Mesa programs will be designed to become financially sustainable through the implementation of the California Advancing and Innovating Medi-Cal (CalAIM) services. CalOptima Health staff determined that it takes approximately two years of operations to achieve this sustainability. Therefore, staff have developed a two-year grant agreement.

To fund the grant agreements, staff will utilize approximately \$3.2 million remaining for the Street Medicine Initiative in the Homeless Health Initiatives Reserve and requests an additional appropriation of up to \$1.8 million from existing reserves. CalOptima Health plans to enter into grant agreements with

the awarded Medi-Cal providers in March 2024, facilitate the brief program design process with each participating city, and then launch street medicine services in the respective cities in July 2024.

Staff will provide oversight of the grant agreements pursuant to CalOptima Health Policy AA.1400p: Grants Management and will return to the Board to provide updates on the status of these grants at future meetings.

Fiscal Impact

A Board action from March 17, 2022, committed \$8.0 million in Homeless Health Initiative funding under the “Authorize mobile health team to respond to all homeless providers” category for the purposes of street medicine. Approximately \$3.2 million remains and is available for allocation for the grant agreements.

An appropriation of up to \$1.8 million from existing reserves will provide funding for the remainder of the two-year street medicine provider grant agreements, totaling \$5 million. CalOptima Health reserves the right to adjust funding for grantees or to recoup funds for lack of demonstrating effort, and performance against targeted measures.

Rationale for Recommendation

To engage CalOptima Health members experiencing homelessness, where they are and on their own terms, and to reduce or eliminate barriers to medical and social care, CalOptima Health staff recommends entering into grant agreements with Healthcare in Action and Celebrating Life Community Health Center to provide street medicine services in the cities of Anaheim and Costa Mesa.

Concurrence

James Novello, Outside General Counsel, Kennaday Leavitt

Attachments

1. Draft CalOptima Health Street Medicine Grant Agreement
2. Entities Covered by this Recommended Board Action
3. Letter of Support, Costa Mesa

/s/ Michael Hunn
Authorized Signature

03/01/2024
Date

GRANT AWARD AGREEMENT

BETWEEN

CALOPTIMA HEALTH

AND

«Provider_Grantee_Name_»

THIS GRANT AWARD AGREEMENT (“**Agreement**”) is made and entered into as of «Effective_Date_» (“**Effective Date**”), by and between Orange County Health Authority, a county organized health system for the County of Orange, California dba CalOptima Health (“**CalOptima**”), and «Provider_Grantee_Name_» (“**Grantee**”), a «Corporation_Type_». CalOptima and Grantee may each be referred to herein as a “**Party**” and collectively as the “**Parties**”.

RECITALS

A. CalOptima is a public agency formed pursuant to California Welfare and Institutions Code Section 14087.54 and Orange County Ordinance No. 3896, as amended.

B. CalOptima’s mission is to serve member health with excellence and dignity, respecting the value and needs of each person.

C. CalOptima has designated certain Board-approved Homeless Health Care Initiative funds and Housing and Homeless Incentive Program (HHIP) funds to fund CalOptima’s Street Medicine Program.

D. Grantee desires to provide support and/or enhanced benefits to Members, in accordance with Grantee’s grant project described in Attachment A (“**Grant Project**”) described in Grantee’s Proposal.

E. CalOptima finds that the Grant Project is a community program that supports and is compatible with CalOptima’s mission and desires to assist Grantee in undertaking its project by providing financial support described in Attachment B (“**Grant Award**”) in accordance with CalOptima’s policies and procedures, subject to Grantee’s compliance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the promises and the mutual covenants herein stated, it is agreed by and between the Parties hereto as follows:

I. GRANTEE OBLIGATIONS

1.1 **Grantee Eligibility.** Grantee hereby warrants that it is, and shall remain throughout the term of this agreement, a «Corporation_Type_» registered in «State_in_which_Company_is_Registered».

1.2 **Grantee Activities.** Grantee agrees (i) to diligently pursue the Grant Project, as specified in Attachment A, attached hereto and incorporated herein by this reference, (ii) to use the Grant Award solely for activities as identified in Attachment A, (“**Grant Activities**”), (iii) to expend funds in accordance with this Agreement and all federal, state, and local statutes and regulations, and (iv) to return any grant funds determined to have been improperly paid, in order to avoid forfeiture of the entire Grant Award. In the event of any conflict between the Grant Proposal in Attachment A and the rest of this Agreement, this Agreement, including all Attachments, shall prevail.

1.3 **Unauthorized Use of Funds.** Grantee shall use Grant Funds consistent with this Agreement and the approved Grant Activities. CalOptima retains the right to recover any and all Grant Award funds if it (or any of its regulators) determines that any portion of the Grant Award was not expended as provided under the terms of this Agreement or applicable federal and state laws, regulations, guidance and/or funding source requirements.

1.4 **Limitations on Subcontracting.** The experience, knowledge, capability, and reputation of Grantee, its directors and employees were a substantial inducement for CalOptima to enter into this Agreement. Grantee shall not contract with any entity to perform the Grant Project without written approval of CalOptima. Grantee shall be fully responsible to CalOptima for the acts and omissions of its subcontractor(s), if any, as it is for the acts and omissions of persons directly employed by Grantee. In the event that CalOptima approves any subcontracting, nothing contained in this Agreement shall create any contractual relationship between any subcontractor(s) and CalOptima. All persons engaged in the work under the Grant Proposal by Grantee will be considered employees of Grantee. CalOptima will deal directly with and make payment hereunder solely to Grantee.

1.5 **Subcontracts.** To the extent that subcontracting is authorized by CalOptima under this Agreement, Grantee shall assure that all subcontracts are in writing and include any requirements of this Agreement that are appropriate to the service or activity and assure that the subcontract shall not terminate legal liability of Grantee under this Agreement.

1.6 **Communications Provisions.** Grantee must comply with CalOptima’s Guidelines for Endorsements and Use of CalOptima Name or Logo policy.

1.6.1 **Use of CalOptima name or logo:** Grantee shall submit requests to CalOptima’s CalAIM department, in writing, at least twenty-one (21) calendar days in advance of the date for which use of the name or logo is required. Upon receipt of a complete request for use of the CalOptima name or logo, CalOptima’s CalAIM department shall review and analyze the request with input from appropriate internal departments. For more information or to submit a request, email calaim@caloptima.org. The CalAIM department shall submit a request for use of the CalOptima name or logo to the Communications Department for review and consideration and will notify Grantee in writing after a determination has been made.

1.6.2 **All other uses of CalOptima’s name:** Grantees may not use CalOptima’s name, including in the title of Grantee’s program, without prior written approval from CalOptima.

II. GRANT PAYMENTS

2.1 **Grant Payments.** Payment of the Grant Award to Grantee under this Agreement will be as set forth in Attachment B, incorporated herein by this reference, which shall be payment in full for the Grant Project. Grantee acknowledges and agrees that this is a single Grant Award and that nothing herein obligates CalOptima to any further funding, whether for the Grant Project or future related or unrelated activities. The Parties acknowledge that the source of Grant Award funding is existing reserve funds, and not Department of Health Care Services (“DHCS”) funds, and as such the payments made hereunder are not subject to DHCS State Contract terms or federal or state claims processing requirements. Notwithstanding the foregoing, Grantee acknowledges and agrees that the

Grant Award must be used for support and enhanced benefits to CalOptima Medi-Cal members, and is subject to the terms of this Agreement and CalOptima's policies and procedures, as applicable.

2.2 **Grant Award Use Limitations.** Grantee acknowledges and agrees that the Grant Award may not be used for achievement of milestones that have been previously paid for or will be paid for by the state or federal government or any other source. Further, Grantee acknowledges and agrees that it will not use the Grant Award to reimburse costs or liabilities it incurred prior to the date of the Grant Award.

III. WARRANTIES/COMPLIANCE WITH CALOPTIMA AND REGULATORY AGENCY RULES AND REGULATIONS

3.1 **Compliance with Applicable Laws.** In carrying out the Grant Project, Grantee shall comply with the CalOptima policies and procedures, and all other applicable CalOptima policies, as made available to Grantee on CalOptima website, as well as all federal, state and local laws, rules, and regulations.

3.2 Health Insurance Portability and Accountability Act (HIPAA) Compliance

3.2.1 Grantee and CalOptima shall comply with Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the Health Information Technology for Economic and Clinical Health ("HITECH") Act and any regulations promulgated thereunder ("HIPAA Requirements") in performing their obligations under the Agreement.

3.2.2 If required by HIPAA Requirements, the Parties agree to execute CalOptima's HIPAA Business Associate Agreement, which shall be incorporated into this Agreement, and comply with the terms and conditions thereof.

3.3 Confidentiality of Information

3.3.1 Grantee and its employees, agents, and subcontractors shall protect from unauthorized disclosure the names and other identifying information concerning persons either receiving services pursuant to this Agreement or persons whose names or identifying information become available or are disclosed to Grantee, its employees, agents, or subcontractors as a result of this Agreement. Grantee and its employees, agents, and subcontractors shall not use such identifying information for any purpose other than carrying out Grantee's obligations under this Agreement. Grantee and its employees, agents, and subcontractors shall promptly transmit to CalOptima all requests for disclosure of such identifying information not emanating from the Member. Grantee shall not disclose, except as otherwise specifically permitted by this Agreement or authorized by the Member, any such identifying information to anyone other than DHCS or CalOptima without prior written authorization from CalOptima. For purposes of this provision, identity shall include, but not be limited to name, identifying number, symbol, or other identifying particular assigned to the individual, including without limitation a finger or voice print or a photograph.

3.3.2 Notwithstanding any other provision of this Agreement, names of persons receiving public social services are confidential and are to be protected from unauthorized disclosure in accordance with Title 42 C.F.R. Section 431.300 *et seq.*, Welfare and Institutions Code Section

14100.2, and any regulations adopted thereunder. For the purpose of this Agreement, all information, records, data, and data elements collected and maintained for the operation of the Agreement and pertaining to Members shall be protected by Grantee from unauthorized disclosure. Grantee may release Member medical records in accordance with applicable law pertaining to the release of this type of information. Grantee is not required to report requests for medical records made in accordance with applicable law. With respect to any identifiable information concerning a Member under this Agreement that is obtained by Grantee, its employees, agents or subcontractors, Grantee:

(a) Will not use any such information for any purpose other than carrying out the express terms of this Agreement,

(b) Will promptly transmit to CalOptima all requests for disclosure of such information, except requests for medical records in accordance with applicable law,

(c) Will not disclose except as otherwise specifically permitted by this Agreement, any such information to any party other than DHCS or CalOptima without CalOptima's prior written authorization specifying that the information is releasable under Title 42 C.F.R. Section 431.300 et seq., Welfare and Institutions Code Section 14100.2, and regulations adopted there under, and

(d) Will, at the termination of this Agreement, return all such information to CalOptima or maintain such information according to written procedures sent to the Grantee by CalOptima for this purpose.

IV. RECORDS AND REPORTS

4.1 **Maintain Complete Books and Records.** Grantee shall create and maintain such books and records relating to the Grant Activities performed under this Agreement as required by applicable laws and CalOptima policies and procedures. All financial records shall be maintained in accordance with generally accepted accounting principles (“GAAP”). Records generated in the course of carrying out this Agreement shall be maintained for ten (10) years from the date of the grant award, or the date of the completion of any audits related to this Agreement, whichever is later. Grantee shall provide CalOptima or its designated agents, within ten (10) calendar days of a written request, information or copies of records necessary to verify and substantiate compliance with the terms of this Agreement. Grantee shall pay all duplication and postage costs associated with any audits and/or reviews necessary to ensure compliance with this Agreement or CalOptima's regulatory requirements. This Section 4.1 shall survive the termination of this Agreement.

4.2 **Reports.** Grantee shall submit all reports as specified in Attachment C, “Grant Report Schedule,” attached hereto and incorporated herein by this reference.

4.3 **Audit.** CalOptima shall have the right to audit, or to have audited by an independent third party, all Grant Project expenses. Grantee shall fully cooperate with CalOptima or its auditor and shall refund to CalOptima any amounts found to have been improperly expended from the Grant Award within thirty (30) days of the notice of such improper expenditures. Grantee shall be entitled to challenge any audit finding through appealing through CalOptima's grievance process.

V. INSURANCE AND INDEMNIFICATION

5.1 **Grantee Comprehensive General Liability (“CGL”)/Automobile Liability.** Grantee at its sole cost and expense shall maintain such policies of comprehensive general liability and automobile liability insurance and other insurance as shall be necessary to insure it and its business addresses, customers, employees, agents, and representatives against any claim or claims for damages arising by reason of (a) personal injuries or death occasioned in connection with the carrying out the project, (b) the use of any property of the Grantee, and (c) Grant Activities performed in connection with the Agreement, with minimum coverage of one million dollars (\$1,000,000) per incident/two million dollars (\$2,000,000) aggregate per year.

5.2 **Workers Compensation Insurance.** Grantee at its sole cost and expense shall maintain workers compensation insurance within the limits established and required by the State of California and employer’s liability insurance with minimum limits of liability of one million dollars (\$1,000,000) per occurrence/one million dollars (\$1,000,000) aggregate per year.

5.3 **Insurer Ratings.** Insurance required under this Agreement shall be provided by an insurer:

- (a) Rated by Best’s Guide Rating with a rating of B or better; and
- (b) Admitted to do business in California or an insurer approved to do business in California by the California Department of Insurance and listed on the Surplus Lines Association of California List of Eligible Surplus Lines Insurers (LESLI) or licensed by the California Department of Corporations as an Unincorporated Interindemnity Trust Arrangement as authorized by the California Insurance Code Section 12180.7.

5.4 **Captive Risk Retention Group/Self Insured.** Where any of the insurances mentioned above are provided by a Captive Risk Retention Group or are self-insured, such above provisions may be waived at the sole discretion of CalOptima, but only after CalOptima reviews the Captive Risk Retention Group’s or self-insured’s audited financial statements and approves the waiver.

5.5 **Cancellation or Material Change.** The Grantee shall not of its own initiative cause such insurances as addressed in this Article to be canceled or materially changed during the term of this Agreement without prior notification to CalOptima.

5.6 **Certificates of Insurance.** Prior to execution of this Agreement, Grantee shall provide Certificates of Insurance and additional insured endorsements to CalOptima showing the required insurance coverage and further providing that CalOptima is named as an additional insured on the Comprehensive General Liability Insurance and Automobile Liability Insurance with respect to the performance hereunder and Grantee’s coverage is primary and non-contributory as to any other insurance with respect to performance hereunder.

5.7 **Indemnification.** Grantee shall defend, indemnify and hold harmless CalOptima and its officers, directors, and employees from and against any and all claims (including attorneys' fees

and reasonable expenses for litigation or settlement) that are related to or arise out of the Grantee's negligence, willful performance or non-performance or breach of any duties or obligations of Grantee arising under this Agreement. Neither termination of this Agreement nor completion of the acts to be performed under this Agreement shall release Grantee from its obligation to indemnify as to any claims or cause of action asserted so long as the event(s) upon which such claims or cause of action is predicated shall have occurred prior to the effective date of termination or completion.

5.8 **Notification of Claims.** CalOptima agrees to promptly notify Grantee of any claims or demands which arise and for which indemnification or Grantee's duty to defend hereunder is sought.

5.9 **Termination.** The terms of this Article V. shall survive the termination of this Agreement.

VI. TERM AND TERMINATION

6.1 **Term of Agreement.** This Agreement will commence on the Effective Date and will remain in effect up to and including «Term_Date», or completion of the Grant Project, whichever occurs last.

6.2 **Termination.** If Grantee fails to fulfill any of its duties and obligations under this Agreement, including but not limited to: (i) committing acts of unlawful discrimination; (ii) engaging in prohibited marketing activities; and, (iii) committing fraud or abuse relating to any obligation, duty or responsibility under this Agreement (such as falsifying data in any reports; failing to maintain eligible status (non-profit in good standing), paying for services to non-Medi-Cal Member out of grant funds, etc.), CalOptima may terminate this Agreement for cause pursuant to Section 6.3.

6.3 **Termination for Cause.** Notwithstanding and in addition to any other provisions of this Agreement, CalOptima may terminate this Agreement for cause effective upon thirty (30) calendar days' prior written notice. Cause shall include, but shall not be limited to, the actions set forth in Section 6.2. Grantee may appeal CalOptima's decision to terminate the Agreement for cause by filing a complaint pursuant to CalOptima policies and procedures. Grantee shall exhaust this administrative remedy, including requesting a hearing if permitted under CalOptima policies and procedures, for any and all Grantee complaints before commencing any civil action.

CalOptima's rights and remedies provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

6.4 **Automatic Termination.** This Agreement shall terminate automatically if the DHCS State Contract between CalOptima and DHCS is terminated.

6.5 **Bankruptcy.** CalOptima or Grantee may terminate this Agreement with thirty (30) day written notice to the other Party in the event (i) a petition is filed in a court of record jurisdiction to declare either Party bankrupt or for reorganization under the bankruptcy laws of the United States or any similar statute of a state of the United States, or (ii) if a trustee in bankruptcy or a receiver is appointed for such Party, and such petition, trustee, or receiver, as the case may be, is not dismissed within one hundred and twenty (120) days thereof.

VII. GENERAL PROVISIONS

7.1 **Interpretation of Agreement Language.** CalOptima has the right to final interpretation of the Agreement language when disputes arise. Grantee has the right to appeal disputes concerning Agreement language to CalOptima.

7.2 **Waiver.** Any failure of a Party to insist upon strict compliance with any provision of this Agreement shall not be deemed a waiver of such provision or any other provision of this Agreement. To be effective, a waiver must be in writing that is signed and dated by the Parties.

7.3 **Assignment.** Neither this Agreement nor any of the duties delegated herein shall be assigned, delegated or transferred by Grantee without the prior written consent of CalOptima. CalOptima may assign this Agreement and its rights, interests and benefits hereunder to any entity that has at least majority control of CalOptima or to any entity whose financial solvency has been approved by Grantee, which approval shall not be unreasonably withheld. If required, any assignment or delegation of this Agreement shall be void unless prior written approval is obtained from the appropriate state and federal agencies.

7.4 **Independent Parties.** Grantee acknowledges that it is, at all times during the term of this Agreement, acting as an independent contractor under this Agreement and is not as an agent, employee, or partner of CalOptima. Grantee agrees to be solely responsible for all matters relating to compensation of its employees, including, but not limited to, compliance with laws governing workers' compensation, Social Security, withholding and payment of any and all federal, state and local personal income taxes, disability insurance, unemployment, and any other taxes for such persons, including any related employer assessment or contributions required by law, and all other regulations governing such matters, and the payment of all salary, vacation and other employee benefits. At Grantee's expense as described herein, Grantee agrees to defend, indemnify, and hold harmless CalOptima, its directors, executives, officers, agents, employees, members, subsidiaries, joint venture partners, and predecessors and successors in interest from and against any claim, action, proceeding, liability, loss, damage, cost, or expense, including, without limitation, attorneys' fees as provided herein arising out of Grantee's alleged failure to pay, when due, all such taxes and obligations (collectively referred to for purposes of this paragraph as "**Employment Claim(s)**"). Grantee shall pay to CalOptima any expenses or charges relating to or arising from any such Employment Claim(s) as they are incurred by CalOptima.

7.5 **Integration of Entire Agreement.** This Agreement contains all of the terms and conditions agreed upon by the Parties regarding the subject matter of this Agreement. Any prior agreements, promises, negotiations, or representations of or between the Parties, either oral or written, relating to the subject matter of this Agreement that are not expressly set forth in this Agreement are null and void and of no further force or effect. All attachments to this Agreement are considered part of this Agreement and are hereby incorporated herein.

7.6 **Independent Agreement.** Nothing in this Agreement shall affect any other contractual relationships between the Parties, such as an agreement for the provision of medical services to Members. No monies paid under this Agreement may be used for the provision of services

that are payable under a different contract between the Parties, or for any other purpose beyond the Grant Project as set forth in Attachment A.

7.7 **Invalidity or Unenforceability.** The invalidity or unenforceability of any terms or provisions hereof will in no way affect the validity or enforceability of any other term or provision.

7.8 **Amendment.** CalOptima may amend this Agreement immediately upon written notice to Grantee in the event such amendment is required in order to maintain compliance with applicable state or federal laws. Other amendments to the Agreement shall be effective only upon mutual, written agreement of the Parties.

7.9 **No Waiver of Immunity or Privilege.** Any information delivered, exchanged or otherwise provided hereunder shall be delivered, exchanged or otherwise provided in a manner, which does not constitute a waiver of immunity or privilege under applicable law.

7.10 **Choice of Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California. The Parties consent to the jurisdiction of the California Courts with venue in Orange County, California.

7.11 **Force Majeure.** Both Parties shall be excused from performance hereunder for any period that they are prevented from meeting the terms of this Agreement as a result of a catastrophic occurrence or natural disaster, including, but not limited to, an act of war, but excluding labor disputes, (a “**Force Majeure Event**”) provided such Party uses commercially reasonable efforts to mitigate its effects and gives prompt written notice to the other Party. The time for the performance shall be extended for the period of delay or inability to perform due to such occurrences up to a period of ten (10) days at which time the Party unaffected by the Force Majeure Event may immediately terminate this Agreement upon written notice to the other Party without liability.

7.12 **Interpretation.** Each Party has had the opportunity to have counsel of its choice examine the provisions of this Agreement, and no implication shall be drawn against any Party by virtue of the drafting of this Agreement.

7.13 **Headings.** The article and section headings used herein are for reference and convenience only and shall not enter into the interpretation hereof.

7.14 **No Liability of County of Orange.** As required under Ordinance No. 3896, as amended, of the County of Orange, State of California, CalOptima and the Grantee hereby acknowledge and agree that the obligations of CalOptima under this Agreement are solely the obligations of CalOptima, and that the County of Orange, State of California, shall have no obligation or liability therefor.

7.15 **Non-liability of Officials and Employees of CalOptima.** No official or employee of CalOptima shall be personally liable to Grantee in the event of any default or breach by CalOptima, or for any amount that may become due to Grantee, or any obligation under the terms of this Agreement.

7.16 **Time of Essence.** Time is of the essence in the performance of this Agreement.

7.17 **Authority to Execute.** The persons executing this Agreement on behalf of the Parties warrant that they are duly authorized to execute this Agreement, and that by executing this Agreement, the Parties are formally bound.

7.18 **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall be deemed one and the same instrument.

7.19 **Notices.** All notices shall be in writing and shall be deemed to have been duly given on the date of service if personally served on the Party to whom notice is given, or seventy-two (72) hours after mailing by United States mail first class, Certified Mail or Registered Mail, return-receipt-requested, postage-prepaid, addressed to the party to whom notice is to be given and such Party's address as set forth below or such other address provided by notice.

To: CalOptima Health
Attention: CEO
C/O: CalAIM
505 City Parkway West
Orange, California 92868

To: Grantee
«Provider_Grantee_Name_»
«Send_Correspondence_to_This_Person_First» «Last_Name»
«Title»
«Address»
«City», «State» «Zip»

[SIGNATURES ON FOLLOWING PAGE]

VIII: SIGNATURES

IN WITNESS WHEREOF, the Parties have, by their duly authorized representatives, executed this Agreement, to be effective the date first written above:

FOR GRANTEE:

FOR CALOPTIMA:

SIGNATURE

SIGNATURE

«Signatory»

PRINT NAME

«CalOptima_Health_Signatory»

PRINT NAME

«Title_of_Signatory»

TITLE

«CalOptima_Health_Signatory_Title»

TITLE

DATE

DATE

ATTACHMENT A Grant Project

Grantee agrees to implement the agreed upon scope of work described in this Attachment A.

1. Overview of the Grant Program.

Grantee will operate CalOptima's Street Medicine Program in <<insert city>>, which pairs three, integrated, key components: (1) outreach and engagement; (2) coordinated medical care that meets people where they are; and (3) Enhanced Care Management ("ECM") and Housing Navigation. Together these integrated components address acute health concerns and deploy integral preventative care, but also move beyond stop-gap medical services to build the types of relationships that support a person's move to a home.

Grantee's outreach and engagement teams will consistently visit individuals in each of the encampments or hotspots in the selected service area of <<insert city>>. Some medical visits, but likely not all, will be pre-identified by Grantee's outreach and engagement teams during routine canvassing. During Grantee's encounters, the medical teams will provide an array of medical services and will attempt to understand the medical and psychosocial histories of individuals to best serve them over time. Problem-solving techniques will be used to identify strengths and existing support networks to help individuals maintain their health. Every outreach and engagement touchpoint will include an attempt to connect them to housing services.

These services together will accomplish the following outcomes:

- Provide participants with point-of-care services thereby reducing emergency department visits by 40%
- Enroll 75% of unenrolled eligible participants into Medi-Cal
- Connect 80% of participants to an active medical home with a primary care physician
- Connect 90% of participants with ECM and Housing Navigation
- Transition 25% participants to a shelter or other housing option

CalOptima recognizes that Grantee does not have complete control over achieving these targets and will not penalize Grantee for not achieving these targets, assuming Grantee demonstrates satisfactory effort on their part to achieve them, as determined by CalOptima. This is a new project and the targets are set to track our success against a goal; CalOptima understands that in working through the development of a new services, changes and unforeseen challenges can impact the collective ability to meet stated goals.

CalOptima has developed a Street Medicine Operations Manual ("**Operations Manual**") to detail CalOptima's Street Medicine Program. Grantee must follow the Operations Manual in order to be in compliance with this Grant Project and Agreement. CalOptima may periodically update the Operations Manual. These updates are essential to ensure that CalOptima's processes align with industry best practices, regulatory requirements, and the evolving needs of the partnership between the Parties. The updates to the Operations Manual may include, but are not limited to, changes in policies, procedures, compliance requirements, or service delivery protocols. These modifications are aimed at enhancing the efficiency, effectiveness, and compliance of the Parties' collaborative

activities. Whenever updates to the Operations Manual occur, CalOptima is committed to communicating these changes within thirty (30) days. To streamline communication and ensure that updates are received and acknowledged in a timely manner, Grantee shall confirm its receipt and understanding of the updated Operations Manual within one week. Grantee shall implement operational changes within a timely manner, but in no event longer than thirty (30) days, to ensure that the Parties' collaboration remains seamless, compliant, and aligned with the shared objectives. If the Grantee encounters any challenges or requires clarification during the implementation process, CalOptima is readily available to provide assistance and address any queries.

2. **Grant Program Requirements.** Grantee shall do all of the following:

Staff the Team

1. Hire and staff the team as described in the Operations Manual.
 - a. Initial staffing required to launch the team, including the Project Manager, must be hired within three (3) months of the Effective Date.
2. Purchase and outfit the identified mobile medical unit from the vendor identified by CalOptima with the wrap design provided by CalOptima within three (3) months of the Effective Date.
3. Confirm all staff are trained in trauma informed care and other best practice philosophies (within one (1) month of hire).

Partnership Development

1. Develop a working partnership with key stakeholders, relevant Orange County departments, and emergency responders in <<insert city>> and Orange County to identify encampments, hotspots, and key areas where people experiencing homelessness have established residence in <<insert city>>.
2. Coordinate a set schedule for each outreach team and medical team to visit these key sites during the week.
3. Develop a working partnership with a local federally qualified health center (“FQHC”), or FQHC look-alike.
4. Develop partnerships with key stakeholders and service providers in <<insert city>> to make referrals and connect to the existing continuum of care.
5. Build collaborative partnership with Be Well and their mobile response units, as applicable.

Care Scheduling & Delivery

1. Identify, launch, and utilize a scheduling system for planning out service delivery.
2. Provide additional visits beyond those already scheduled by Grantee's canvassing team, as needed.
3. Design and execute a ramp up plan to deliver medical and social services in the field (billed through a separate contract and claims process) for 40 hours/week in the field.
4. Outreach to and engage unsheltered individuals through this project:
 - a. 50 individuals by month 6 of the Grant Project
 - b. 150 individuals by month 12 of the Grant Project
 - c. 250 individuals by month 18 of the Grant Project
 - d. 300 individuals by 24 months of the Grant Project

5. Become the ECM and/or Community Supports (“CS”) provider for unsheltered individuals (billed through a separate contract and claims process with CalOptima):
 - a. 50 individuals by month 6 of the Grant Project
 - b. 125 individuals by month 12 of the Grant Project
 - c. 150 individuals by month 18 of the Grant Project
 - d. 200 individuals by month 24 of the Grant Project

Connecting & Supportive Services

1. Use CalOptima Connect to connect individuals with ECM and CS services.
2. Connect individuals to transportation, as needed, for appointments and other services.
3. Connect individuals to local shelters.
4. Pending approval by the Orange County Continuum of Care oversight group, enter patients into the Homeless Management Information System and Coordinated Entry System for housing placement (have account access and training within 3 months).
5. Connect individuals to Social Service Agency to enroll in Medi-Cal, if not already covered.
6. Connect individuals to other supportive services.

Documentation and Invoicing

1. Submit quarterly reports to CalOptima, as specified by CalOptima and required by this Agreement, that cover the following:
 - a. Number of unique persons served.
 - b. Number of total visits provided.
 - c. Number of referrals and linkages to ECM and CS.
 - d. Number of transports coordinated.
 - e. Number referred to clinic partner or other physical clinic locations.
 - f. Number of individuals referred to temporary housing units, including shelter, recuperative care, and transitional housing facilities.
 - g. Breakdown of services provided in the field (mobile clinic visits, street visits, telehealth, etc.)
 - h. Number of individuals enrolled and/or confirmed in HMIS and CES.
 - i. Number of individuals referred to SSA and enrolled in Medi-Cal.
2. Submit other reports as established in the Operations Manual and this Agreement.

Media & Branding

CalOptima will serve as the media and branding lead for the Grant Project and as such will spearhead discussions and initiatives related to media engagement, ensuring effective communication and representation of the Parties’ collective endeavors. While collaboration and input from Grantee are highly valued, CalOptima is responsible for media-related decision-making. Should Grantee be contacted by a media organization about a possible media opportunity, Grantee must contact CalOptima with information about the opportunity for CalOptima’s consideration and consent prior to any participation. Further, CalOptima will provide Street Medicine co-branded items designed to enhance the safety of both CalOptima’s dedicated staff and the unhoused individuals the Parties serve. CalOptima anticipates that the Grantee’s staff will actively participate in wearing and using these branded items, fostering a cohesive and unified presence as the Parties collectively address the unique needs of the unhoused. This requirement also extends to the Street Medicine

mobile unit, which will feature an exterior designed by CalOptima to promote a consistent look across multiple cities and include co-branding with provider partners.

ATTACHMENT B

GRANT PAYMENT

CalOptima has made a Grant Award to Grantee in the amount of «Total_Grant_Amount_Written» («Total_Grant_Amount_Numeric»), which shall be the maximum amount payable for the Grant Project and which shall be paid following execution of the Agreement in the time and manner set forth below.

Payments: Payments under this Agreement shall be made in «Number_of_Payments». «Payment_Schedule»

Return Funds: Grantee shall refund to CalOptima any funds that are found to not have been utilized in accordance with the requirements of this Agreement. CalOptima shall have the right to audit, or to have audited by an independent third party, all Grant Project expenses. Grantee shall fully cooperate with CalOptima or its auditor and shall refund to CalOptima any amounts found to have been improperly expended from the Grant Award within thirty (30) days of the notice of such improper expenditures.

ATTACHMENT C REPORT SCHEDULE

Purpose of Grant Reports

In an effort to help ensure successful grant outcomes, CalOptima actively monitors and evaluates grant progress through monthly meetings with Grantee and requires that Grantee submit a final report. These reports are intended to help both CalOptima and Grantee appraise progress toward funding objectives.

Grant Report Requirements

All grant recipients must complete the Grant Report Form provided through written communication with CalOptima's CalAIM department. Please note that successful completion of reports are a condition of grant funding and incomplete reports will delay the disbursement of future grant payments, if multiple payments are being dispersed.

Report Submission Schedule

This grant requires the submission of «Number_of_Payments» over the duration of the project timeframe as follows:

- **Semi-Annual Progress Report** «SemiAnnual_Progress_Reports».
 - Specific due dates and Reporting Periods Covered:
 - Semi-Annual Report #1 -
 - <<MANUALLY INSERT>>

- **Final Report** will be due within thirty (30) calendar days after the end of this Grant Agreement.
 - Specific due date and Reporting Period Covered:
 - «Final_Report»

CONTRACTED ENTITIES COVERED BY THIS RECOMMENDED BOARD ACTION

Name	Address	City	State	Zip Code
Healthcare In Action	3800 Kilroy Airport Way, Suite 100	Long Beach	CA	90806
Celebrating Life Community Health Center	27800 Medical Center Rd. Suite 110 and 109	Mission Viejo	CA	92691



CITY OF COSTA MESA

P.O. BOX 1200, COSTA MESA, CALIFORNIA 92628-1200

FROM THE OFFICE OF THE CITY MANAGER

December 14, 2023

CalOptima Health
505 City Parkway West
Orange, CA 92868

SUBJECT: LETTER OF SUPPORT REGARDING RFQ #24-021

To Whom It May Concern:

This letter is to express the City of Costa Mesa's (City) support for Celebrating Life Community Health Center's (CLCHC) application for CalOptima Health's Street Medicine Program. As a Federally Qualified Health Center (FQHC) Look-Alike, we have observed CLCHC expand its dedication to the Orange County community by providing free- and low-cost healthcare services to low-income and impoverished residents, including critical linkage to enabling services addressing the social determinates impacting health. Their commitment to serving individuals experiencing and at-risk of homelessness is commendable.

The City of Costa Mesa has developed a comprehensive system of care to address housing and homelessness related challenges, including an 11-person team of outreach workers, an 85-bed homeless shelter (a.k.a. the Costa Mesa Bridge Shelter), and the production of affordable and supportive permanent housing units. The City recently received an award from the State Department of Health Care Services of \$4.2M in Behavioral Health Bridge Housing funds to expand capacity at the Bridge Shelter for people diagnosed with Serious Mental Illness and/or Substance Use Disorder.

The alliance formed between the City and CLCHC increases access to housing and health care for individuals and families experiencing and at-risk of homelessness. CLCHC has been and will increasingly be an integral part of every aspect of the City's comprehensive system of care.

We are pleased to support CLCHC's Street Medicine application and to be a collaborative partner to increase access to medical care for people experiencing homelessness. Please call (714) 754-5274 or email nate.robbins@costamesaca.gov if you have any questions or require additional information

Sincerely,

Nate Robbins
Neighborhood Improvement Manager

CALOPTIMA HEALTH BOARD ACTION AGENDA REFERRAL

Action To Be Taken March 7, 2024

Regular Meeting of the CalOptima Health Board of Directors

Report Item

15. Approve Actions Related to the Incentive Payment Program for Community Health Worker Academy

Contacts

Kelly Bruno Nelson, Executive Director, Medi-Cal and CalAIM, (657) 550-4741
Yunkyung Kim, Chief Operating Officer, (714) 923-8834

Recommended Actions

1. Approve CalOptima Health staff recommendations to administer grant agreements and award payments to 21 selected grant recipients (listed in Attachment 1) in an amount of up to \$100,000 per grantee for Community Health Worker (CHW) Academy participation and capacity building.
2. Approve allocation of \$100,000 in Incentive Payment Program (IPP) funds for Program Year (PY) 1 for the Delivery System Infrastructure IPP priority area to fund the grant award for one of the 21 provider participants of the CHW Academy.

Background

In preparation for the start of CalAIM's Enhanced Care Management (ECM) and Community Supports (CS) programs on January 1, 2022, the California Department of Health Care Services (DHCS) provided managed care plans with performance incentives through the IPP to promote provider participation and capacity building.

The funding priority areas include:

- Delivery System Infrastructure;
- ECM Provider Capacity Building;
- CS Provider Capacity Building and managed care plan take-up; and
- Quality "Pay for Reporting" measures (which will be incorporated in the ECM provider capacity and CS provider capacity building priorities).

CalOptima Health submitted an initial "Gap Assessment and Gap Filling Plan" in Fall 2021, has completed subsequent IPP measurement submissions 1, 2A, 2B, and 3, and is in the process of completing submission 4, which is due February 28, 2024.

CalOptima Health was awarded \$45.0 million for PY 1 (2022) paid in two equal installments in May 2022 and July 2023. In December 2023, CalOptima Health received \$17.2 million out of the available \$22.2 million for the first installment of PY 2 (2023).

Discussion

As CalOptima Health continues to implement the new CalAIM benefits and monitor progress with IPP measurement submissions, CalOptima Health has identified areas for improvement. The roll-out of the CHW benefit is one area with potential for improvement. In December 2023, the CalOptima Health Board of Directors (Board) approved the release of the IPP CHW notice of funding opportunity (NOFO)

to solicit organizations to participate in a CHW Academy to provide the training and support for selected organizations to become contracted for and roll out the CHW benefit. The Board authorized grants to up to 20 selected entities in an amount up to \$100,000 per grantee for capacity building support. CalOptima Health staff anticipated selecting:

- a. The five current contracted providers of CHW services; and
- b. Up to 15 organizations not yet contracted, but that have expertise in CHW services.

The IPP CHW Academy NOFO was released to the public on December 18, 2023, via distribution lists and on the CalOptima Health website. CalOptima Health staff conducted a community forum for all interested community organizations describing the grant application process, funding priority areas, and applicant eligibility criteria and responded to questions ahead of the open-portal application period, which ran from December 18, 2023, to February 1, 2024 (5:00pm PT).

In total, CalOptima Health received and reviewed 52 completed proposals from 52 unique organizations. The five currently contracted providers of CHW services were included in the CHW Academy upon submission of their proposal; staff recommends all for approval. An internal committee of evaluators from CalOptima Health reviewed and scored the submitted proposals for organizations not already contracted with CalOptima Health based on the review criteria in Attachment 2. Two applicants were deemed ineligible for this opportunity because they are federally qualified health centers (FQHCs) or Look-a-likes, which are types of organizations that are prohibited from contracted and billing for CHW services by DHCS. While this eligibility criteria was not included in the NOFO, it was clarified during the bidders conference and explicitly documented in the FAQ document, which was distributed to registrants of the bidders conference and published to the CalOptima Health website alongside the NOFO document.

The committee accepted the top 14 scores, but there was a tie for 15th place. CalOptima Health staff recommends the Board accept both 15th place scorers for a total of 16 grant recipients that are not yet contracted with CalOptima Health. As a result, staff also requests an additional allocation of \$100,000 to support this 16th organization. As of January 2024, there is approximately \$11.4 million in PY 1 funding remaining to be allocated. All applicant scores are presented in Attachment 3. With Board approval, staff will proceed with prompt development and execution of grant agreements with the 21 organizations listed in Attachment 1.

Staff will provide oversight of the grants pursuant to CalOptima Health Policy AA.1400p: Grants Management and will return to the Board to provide updates on the status of these grants at future meetings. There is potential for staff to return to the Board and request approval for a second cohort of the CHW Academy once the impact and results of the first cohort are understood.

Fiscal Impact

A previous Board action on December 7, 2023, allocated up to \$2 million in IPP funds for PY 1 to provide capacity building support to CHW Academy participants. An allocation of \$100,000 from the PY 1 CalAIM IPP unallocated balance will fund the additional provider participant in the CHW Academy.

Rationale for Recommendation

Funding these programs and projects will aid CalOptima Health in meeting IPP measures, through which CalOptima Health can receive additional funding that will enable even more investments in the provider network.

Concurrence

James Novello, Outside General Counsel, Kennaday Leavitt

Attachments

1. [Entities Covered by this Recommended Action](#)
2. [Notice of Funding Opportunity Review Criteria](#)
3. [Applicant Scores](#)

Board Actions

Board Meeting Dates	Action	Term	Not to Exceed Amount
December 20, 2021	Approved Program Year 1 CalAIM Performance Incentive Payment Methodology for All Health Networks, Except AltaMed Health Services Corporation, Arta Western California, Inc., Monarch Health Plan, Inc., and Talbert Medical Group, P.C.	-	\$45,000,000 (in aggregate)
December 20, 2021	Approved Program Year 1 CalAIM Performance Incentive Payment Methodology for Arta Western California, Inc., Monarch Health Plan, Inc., and Talbert Medical Group, P.C.	-	\$45,000,000 (in aggregate)
December 20, 2021	Approved Program Year 1 CalAIM Performance Incentive Payment Methodology for AltaMed Health Services Corporation		\$45,000,000 (in aggregate)

Board Meeting Dates	Action	Term	Not to Exceed Amount
December 7, 2023	1. Authorized CalOptima Health staff to develop scopes of work to be used in requests for proposals, notices of funding opportunities, or direct contracts for defined programs that fall under one of the following initiatives: <ul style="list-style-type: none"> a. Community Health Worker (CHW) capacity building for current contracted providers; b. CHW capacity building for organizations with expertise in that service not yet contracted to provide the services; or c. CHW pilot projects that integrate CHW services into primary care settings in collaboration with CalOptima Health network primary care providers. 2. Approved allocation of up to \$2 million in IPP funds earned for Program Year 1 from the California Department of Health Care Services (DHCS).		\$2,000,000

/s/ Michael Hunn
Authorized Signature

03/01/2024
Date

Attachment to the March 7, 2024 Board of Directors Meeting – Agenda 15

CONTRACTED/ IMPACTED ENTITIES COVERED BY THIS RECOMMENDED BOARD ACTION

Name	Address	City	State	Zip Code
Abrazar Inc.	7101 Wyoming St.	Westminster	CA	92683
Access California Services	300 W Carl Karcher Way	Anaheim	CA	92801
Community Action Partnership of OC	11870 Monarch Street	Garden Grove	CA	92841
Community Health Initiative of Orange County	1505 E. 17th Street, Ste. 108	Santa Ana	CA	92705
Delhi Center	505 East Central Ave	Santa Ana	CA	92707
First 5 of Orange County	15 E. 17th St. Suite 230	Santa Ana	CA	92705
Korean American Center	20 Truman St Suite 100	Irvine	CA	92620
Latino Health Access	405 W.4 th St.	Santa Ana	CA	92701
Mariposa	1845 W Orangewood Ave.	Orange	CA	92868
Mindful Living Center California LLC	900 Pacific Coast Hwy Ste., 105	Huntington Beach	CA	92648
MOMS OC	1128 W Santa Ana Blvd.	Santa Ana	CA	92703
Multi-Ethnic Collaborative of Community Agencies (MECCA)	1505 17th St., #123	Santa Ana	CA	92705
Olive Crest	2130 E. 4th Street, Suite 200	Santa Ana	CA	92705
Orange County Orange County Asian and Pacific Islander Community Alliance, Inc.	12912 Brookhurst Street, Suite 410	Garden Grove	CA	92840
Shanti Orange County	23461 South Pointe Dr., Suite 100	Laguna Hills	CA	92653
Sowing Seeds Health Center	4902 Irvine Center Drive, Suite 105	Irvine	CA	92604
St. Jeanne de Lestonnac Free Clinic	1215 E. Chapman Ave.	Orange	CA	92866
The Cambodian Family	1626 E. 4th Street	Santa Ana	CA	92701
Vision y Compromiso	PO BOX 708	San Lorenzo	CA	94580
Vital Access Care Foundation (VACF)	17150 Newhope Street, #201-203	Fountain Valley	CA	92708
Western Youth Services	23461 South Pointe Drive	Laguna Hills	CA	92653

ATTACHMENT 2. PROPOSAL RATING CRITERIA:

	Criterion	Maximum Points Per Criterion	Criterion Description and Scoring Logic
1	CalOptima Health Core Value Alignment	15	<ul style="list-style-type: none"> The project is trauma-informed, inclusive, non-residency restricted, low barrier, person-centered and aligned with housing-first and harm-reduction principles.
2	Project Implementation	10	<ul style="list-style-type: none"> The proposed Implementation Plan is complete and includes specific objectives, logical and feasible activities, as well as clearly defined measures of success. The proposed project clearly states the applicant’s intent and ability to serve CalOptima Health members in Orange County.
3	Project Sustainability	10	<ul style="list-style-type: none"> The applicant comprehensively describes efforts to continue services beyond Academy participation. The applicant demonstrates a model of sustainability through claims submissions and billing for service beyond the scope of the grant
4	CHW Experience	30 (Years, 0-10 Points; a point for each year with 10+ getting the max 10 points) (Scope, 0-20 Points)	<ul style="list-style-type: none"> The applicant provides demonstrable experience providing CHW services or employing a CHW workforce in Orange County in total number of years AND scope or depth of services/hiring. Applicants who have experience with similar projects in the past may receive more points. Applicants who demonstrate significant scope or depth of CHW services and programming may receive more points.
5	Capacity of Applicant	10	<ul style="list-style-type: none"> The applicant was able to effectively demonstrate financial and management capacity to carry out the project, as evidenced in the submission of required materials in application portal.
6	Capacity of Services	15	<ul style="list-style-type: none"> The applicant clearly discerns how many members are anticipated to be served through proposal for CHW services. The applicant clearly identifies, estimates, or outlines facets of workflow capacity including FTEs necessary for program implementation and staff ratios per member.
7	Supervising Provider Compliance	10	<ul style="list-style-type: none"> The applicant demonstrates connection to an appropriate and credentialed supervising provider. The application packet includes letter of commitment or attestation of plan for support services.

Attachment to the March 7, 2024 Board of Directors Meeting – Agenda 15

SCORES OF IPP CHW NOFO APPLICANTS

	IPP CHW Academy Applicants	Score out of 100	Funding Recommendation
1	Orange County Asian and Pacific Islander Community Alliance, Inc.	96.50	Fund
2	Olive Crest	95.50	Fund
3	First 5 Orange County	93.00	Fund
4	Vision y Compromiso	91.75	Fund
5	The Cambodian Family	91.00	Fund
6	Community Health Initiative of Orange County	90.25	Fund
7	Shanti Orange County	89.75	Fund
8	Vital Access Care Foundation (VACF)	89.50	Fund
9	Multi-Ethnic Collaborative of Community Agencies (MECCA)	88.25	Fund
10	Community Action Partnership of Orange County	87.50	Fund
11	Mindful Living Center California LLC	86.00	Fund
12	Mariposa	85.75	Fund
13	St Jeanne de Lestonnac Free Clinic	85.50	Fund
14	Korean American Center (KAC)	85.25	Fund
15	Access California Services	85.00	Fund
16	Delhi Center	85.00	Fund
17	Pacific Islander Health Partnership	83.25	Do Not Fund
18	Sabil USA	82.25	Do Not Fund
19	BPSOS Center for Community Advancement, Inc.	81.00	Do Not Fund
20	Asian American Senior Citizens Service Center	79.25	Do Not Fund
21	Radiant Health Centers	79.00	Do Not Fund
22	City of Costa Mesa	75.75	Do Not Fund
23	ICNA Relief USA Programs INC	75.75	Do Not Fund
24	Give For A Smile	75.50	Do Not Fund
25	PATH	74.25	Do Not Fund
26	HIS OC	73.00	Do Not Fund
27	Orange County Children Therapeutic Arts Center	72.75	Do Not Fund
28	April Parker Foundation, Inc	71.75	Do Not Fund
29	Pear Suite	72.25	Do Not Fund
30	Central County Senior Services, a program of Alzheimer's Orange County	70.75	Do Not Fund

31	Illumination Institute	70.75	Do Not Fund
32	Peer Voices of Orange County	70.75	Do Not Fund
33	Hope Community Services	70.00	Do Not Fund
34	Qazizada Multicultural Therapy Clinic (QMTC)	68.75	Do Not Fund
35	Whole Person Care Clinic	68.50	Do Not Fund
36	The Raise Foundation	68.00	Do Not Fund
37	Angelian Management Group LLC dba Laguna Adult Day Health Center	67.25	Do Not Fund
38	Obria Medical Clinics of Southern California	67.00	Do Not Fund
39	Mercy Health	65.25	Do Not Fund
40	The Purpose of Recovery	64.00	Do Not Fund
41	Urban Social Services and Advocacy	61.75	Do Not Fund
42	OC United	59.00	Do Not Fund
43	Hope through Housing Foundation	58.50	Do Not Fund
44	Recovery Road Inc	58.50	Do Not Fund
45	Oscar & Ma Company	57.50	Do Not Fund
	Currently Contracted Organizations Who Were Automatically Enrolled in the CHW Academy		
46	Abrazar, Inc.		Contracted
47	MOMS Orange County		Contracted
48	Sowing Seeds Health, Inc.		Contracted
49	Western Youth Services		Contracted
50	Latino Health Access		Contracted
	Organizations Who Submitted an Application But Were Deemed Ineligible in the Pre-Screening		
51	Families Together of Orange County		Ineligible; FQHC or Look-A-Like
52	Saint Youstina		Ineligible; FQHC or Look-A-Like

CALOPTIMA HEALTH BOARD ACTION AGENDA REFERRAL

Action To Be Taken March 7, 2024

Regular Meeting of the CalOptima Health Board of Directors

Report Item

16. Approve Amending the Fee-for-Service Professional Services Contracts to Reflect Licensed Professional Clinical Counselor and Licensed Marriage and Family Therapy Benefits for OneCare

Contacts

Yunkyung Kim, Chief Operating Officer, (714) 923-8834

Michael Gomez, Executive Director, Network Operations, (714) 347-3292

Recommended Actions

Authorize amending the Fee-for-Service Professional Services Contracts to reflect Licensed Professional Clinical Counselor and Licensed Marriage and Family Therapist services as a covered benefit for OneCare, effective April 1, 2024.

Background and Discussion

On December 23, 2022, Congress passed the Mental Health Access Improvement Act allowing Licensed Professional Clinical Counselors (LPCCs) and Licensed Marriage and Family Therapists (LMFTs) to enroll as Centers for Medicare & Medicaid (CMS) providers. Prior to the passage of this law, an estimated 122 million Americans were considered to experience mental health access shortage due to the lack of coverage for LPCC and LMFT benefits. Since passage of the Mental Health Access Improvement Act, managed care plans, including CalOptima Health, have begun addressing this shortage, implementing the program at the local level.

CMS has since developed additional guidance around the provision of LPCC and LMFT services to include Medicare eligible members. With OneCare members now eligible for LPCC and LMFT services as of January 2024, CalOptima Health began implementing LPCC and LMFT services for OneCare members in accordance with the updated CMS guidance. Provision of LPCC and LMFT services for OneCare members will be supported by an amendment to CalOptima Health's Professional Services Contract, which is utilized for behavioral health services. Specifically, the amendment adds a fourth provider category to include LMFTs and LPCCs in the compensation exhibit. Additionally, changes to the compensation exhibit reflect reimbursement of approved fee-for-service claims, at the lesser of billed charges or the maximum percentage allowed by Medicare for these provider categories.

To support expansion of LPCC and LMFT benefits to CalOptima Health's OneCare members, staff requests approval of the above amendment to its Fee-for-Service Professional Services Contract, reflecting coverage of LPCC and LMFT services for OneCare members, effective April 1, 2024.

Fiscal Impact

The recommended action is to expand the OneCare provider network for covered mental health services. Staff included the forecasted expense in the Fiscal Year 2023-24 OneCare Operating Budget and will monitor the actual cost and utilization of these services, as they become available. To the extent that there is any additional fiscal impact, such impact will be addressed in separate Board actions or in future operating budgets.

Rationale for Recommendation

Approving amendments to the Fee-for-Service Professional Services Contracts will reflect current and updated LPCC and LMFT benefits for OneCare members, as required by CMS.

Concurrence

James Novello, Outside General Counsel, Kennaday Leavitt

Attachments

1. [Proposed Amendment; Professional Services Contract](#)

Board Actions

N/A

/s/ Michael Hunn
Authorized Signature

03/01/2024
Date

**AMENDMENT @@Amendment Number@@ TO
PROFESSIONAL SERVICES CONTRACT**

This Amendment @@Amendment Number@@ to the @@Custom Field{ProviderServicesContract}@@"Amendment") is effective as of @@Amendment Effective Date@@ ("Effective Date"), by and between Orange County Health Authority, a Public Agency, dba CalOptima Health ("CalOptima"), and @@Provider Name@@ ("@@Custom Field{Provider Type Short Name}@@"), with respect to the following:

RECITALS

- A. CalOptima and Professional entered into a Professional Services Contract, by which Professional has agreed to provide or arrange for the provision of Covered Services to Members.
- B. CalOptima and Professional desire to revise the Medicare compensation rates for certain services.
- C. CalOptima and Professional desire to amend this Contract on the terms and conditions set forth herein.

NOW, THEREFORE, the parties agree as follows:

- 1. Attachment B, Compensation, shall be deleted in its entirety and replaced with a new Attachment B, Compensation, attached hereto and incorporated herein.

CONTRACT REMAINS IN FULL FORCE AND EFFECT. Except as specifically amended by this Amendment, all other conditions contained in the Contract shall continue in full force and effect. After the Amendment Effective Date, any reference to the Contract shall mean the Contract as amended and supplemented by this Amendment. Notwithstanding anything to the contrary in the Contract, in the event of a conflict between the terms and conditions of this Amendment and those contained within the Contract, the terms and conditions of this Amendment shall prevail. Capitalized terms not otherwise defined in this Amendment shall have the meanings ascribed to them in the Contract. This Amendment is subject to approval by the Government Agencies and by the CalOptima Board of Directors.

[signature page follows]

IN WITNESS WHEREOF, CalOptima and Professional have executed this Amendment.

For Professional:

For CalOptima:

{{_es_:signer1:signature}
}}

{{_es_:signer2:signature}
}}

Signature

Signature

{{*Name_es_:signer1 }}

{{N_es_:signer2:fullname }}

Print Name

Print Name

{{*_es_:signer1:title }}

{{*_es_:signer2:title }}

Title

Title

{{*_es_:signer1:date }}

{{*_es_:signer2:date }}

Date

Date

ATTACHMENT B

COMPENSATION

CalOptima shall reimburse Professional and Professional shall accept as payment in full from CalOptima, the lesser of billed charges or the following amounts:

I. MEDI-CAL PROGRAM

For Covered Services provided to referred Medi-Cal Members, CalOptima shall reimburse Professional, and Professional shall accept as payment in full from CalOptima, the lesser of billed charges or the following amounts:

CalOptima

Medi-Cal Mental Health Fee Schedule

CPT	Procedure Description	Physician	Psychologist	Master's Level	Nurse Practitioner or Clinical Nurse Specialist or Physician Asst	Registered Psychological Associate, Associate Clinical Social Worker, Associate Marriage and Family Therapist, Associate Professional Clinical Counselor
		AF Modifier	AH Modifier	AJ or HO Modifier	AS Modifier	HL Modifier
90785	Psychotherapy Complex Interactive	■	■	■	■	■
90791	Psychiatric Diagnostic Evaluation	■	■	■	■	■
90792	Psychiatric Diagnostic Eval W/Medical Services	■	■	■	■	■
90832	Psychotherapy W/Patient 30 Minutes	■	■	■	■	■
90833	Psychotherapy W/Patient W/E&M Srvcs 30 Min	■	■	■	■	■
90834	Psychotherapy W/Patient 45 Minutes	■	■	■	■	■
90837	Psychotherapy W/Patient 60 Minutes	■	■	■	■	■

90839	Psychotherapy For Crisis Initial 60 Minutes	■	■	■	■	■
90840	Psychotherapy For Crisis Each Addl 30 Minutes	■	■	■	■	■
90846	Family Psychotherapy W/O Patient Present 50 Mins	■	■	■	■	■
90847	Family Psychotherapy W/Patient Present 50 Mins	■	■	■	■	■
90849	Multiple Family Group Psychotherapy	■	■	■	■	■
90853	Group Psychotherapy	■	■	■	■	■
90880	Hypnotherapy	■	■	■	■	■
96110	Developmental Screen W/Scoring & Doc Std Instrm	■	■	■	■	■
96112	Developmental Tst Admin Phys/Qhp 1St Hour	■	■	■	■	■
96113	Developmental Tst Admin Phys/Qhp Ea Addl 30 Min	■	■	■	■	■
96116	Neurobehavioral Status Xm Phys/Qhp 1St Hour	■	■	■	■	■
96121	Neurobehavioral Status Xm Phys/Qhp Ea Addl Hour	■	■	■	■	■
96127	Behav Assmt W/Score & Docd/Stand Instrument	■	■	■	■	■
96130	Psychological Tst Eval Svc Phys/Qhp First Hour	■	■	■	■	■
96131	Psychological Tst Eval Svc Phys/Qhp Ea Addl Hour	■	■	■	■	■

96132	Neuropsychological Tst Eval Phys/Qhp 1St Hour	████	████	█	████	█
96133	Neuropsychological Tst Eval Phys/Qhp Ea Addl Hr	████	████	█	████	█
96136	Psyl/Nrpsycl Tst Phys/Qhp 2+ Tst 1St 30 Min	████	████	█	████	█
96137	Psycl/Nrpsycl Tst Phys/Qhp 2+ Tst Ea Addl 30 Min	████	████	█	████	█
96138	Psycl/Nrpsycl Tst Tech 2+ Tst 1St 30 Min	████	████	█	████	█
96139	Psycl/Nrpsycl Tst Tech 2+ Tst Ea Addl 30 Min	████	████	█	████	█
96146	Psycl/Nrpsycl Tst Elec Platform Auto Result	█	█	█	█	█
96156	Health Behavior Assessment/Re- Assessment	████	████	████	████	████
99203	Office/Outpatient New Low Mdm 30-44 Minutes	████	█	█	████	█
99204	Office/Outpatient New Moderate Mdm 45-59 Minutes	████	█	█	████	█
99205	Office/Outpatient New High Mdm 60- 74 Minutes	████	█	█	████	█
99211	Office/Outpatient Est Pt May Not Req Phys/Qhp	████	█	█	████	█
99212	Office/Outpatient Established Sf Mdm 10-19 Min	████	█	█	████	█
99213	Office/Outpatient Established Low Mdm 20-29 Min	████	█	█	████	█

99214	Office/Outpatient Established Mod Mdm 30-39 Min	■	■	■	■	■
99215	Office/Outpatient Established High Mdm 40-54 Min	■	■	■	■	■
99241	Office Consultation New/Estab Patient 15 Min	■	■	■	■	■
99242	Office Consultation New/Estab Patient 30 Min	■	■	■	■	■
99243	Office Consultation New/Estab Patient 40 Min	■	■	■	■	■
99244	Office Consultation New/Estab Patient 60 Min	■	■	■	■	■
99251	Initial Inpatient Consult New/Estab Pt 20 Min	■	■	■	■	■
99252	Initial Inpatient Consult New/Estab Pt 40 Min	■	■	■	■	■
99253	Initial Inpatient Consult New/Estab Pt 55 Min	■	■	■	■	■
99254	Initial Inpatient Consult New/Estab Pt 80 Min	■	■	■	■	■
99255	Initial Inpatient Consult New/Estab Pt 110 Min	■	■	■	■	■
99304	Initial Nursing Facility Care/Day 25 Minutes	■	■	■	■	■
99305	Initial Nursing Facility Care/Day 35 Minutes	■	■	■	■	■
99306	Initial Nursing Facility Care/Day 45 Minutes	■	■	■	■	■
99308	Sbsq Nursing Facil Care/Day Minor Complj 15 Min	■	■	■	■	■

99309	Sbsq Nursing Facil Care/Day New Problem 25 Min	■	■	■	■	■
99327	Domicil/Rest Home New Pt Visit Hi Sever 60 Min	■	■	■	■	■
99348	Home Visit Est Pt Low-Mod Severity 25 Minutes	■	■	■	■	■
99349	Home Visit Est Pt Mod-Hi Severity 40 Minutes	■	■	■	■	■
99367	Team Conference Non-Face-To-Face Physician	■	■	■	■	■
99368	Team Conference Non-Face-To-Face Nonphysician	■	■	■	■	■
99406	Tobacco Use Cessation Intermediate 3-10 Minutes	■	■	■	■	■
99407	Tobacco Use Cessation Intensive >10 Minutes	■	■	■	■	■
G0442	Annual Alcohol Misuse Screening 15 Minutes	■	■	■	■	■
G9919	Screening Perf & Pos & Provision Recommendations	■	■	■	■	■
G9920	Screening Performed And Negative	■	■	■	■	■

NOTES:

1. Discipline levels will vary from state to state.
2. N/B indicates a non-billable service for this discipline level.
3. Reimbursement is based on the treating provider's licensure, certification, and CalOptima credentialing requirements for that discipline, and is not based on provider's academic credentials alone.
4. Rates include reimbursement for travel time and expense.

5. Rates for all services are subject to the provisions and limitations of the member’s benefit plan including authorization requirements. Nothing in this schedule should be construed as altering member’s benefits.
6. The coding definitions (e.g., DRGs, ICD Codes, Procedures, CPT Codes) assigned in this Agreement shall be considered automatically updated based on revised codes and newly introduced codes consistent with guidance provided from the organization(s) responsible for code set updates (e.g., DHS, AMA, WHO, etc.), as applicable, and consistent with industry standards. If codes are changed by addition or deletion as stated in the current year’s Coding Publications, it is understood that services will automatically convert to the new code(s) that best apply to the service.
7. Any CPT or HCPCS code not contained in the above fee schedule at the time of service shall default at one hundred percent (100%) of the Current CalOptima Medi-Cal Fee Schedule, as defined in CalOptima Policy for those services. Medi-Cal billing rules and payment and authorization policies and guidelines for billing and payment will apply.
8. Claims not submitted with the appropriate modifier are not reimbursable and will be denied.

II. ONECARE PROGRAM

For Covered Services provided to OneCare and OneCare Connect Members, CalOptima shall reimburse Professional, and Professional shall accept as payment in full from CalOptima the lesser of billed charges or:

Psychiatrist (MD)	Psychologist or PhD	Nurse Practitioner (NP), Physician Assistant (PA)	Licensed Clinical Social Worker (LCSW) Marriage, Family, Therapist (MFT)/ Licensed Professional Clinical Counselor (LPCC)
█ of the current year Medicare Allowable Participating Fee Schedule for locality 26.	█ of the current year Medicare Allowable Participating Fee Schedule for locality 26.	█ of the current year Medicare Allowable Participating Fee Schedule for locality 26.	█ of the current year Medicare Allowable Participating Fee Schedule for locality 26.

1. Prior authorization rules apply for payment of services.
2. Medicare billing rules and payment Policies and guidelines for billing and payment will apply.
3. Services with Un-established Fees. If a fee has not been established by Medicare for a particular procedure, and CalOptima has provided authorization for Professional to provide such service, CalOptima shall reimburse Professional under the following guidelines:

- 3.1 “By Report & Unlisted” codes will be paid at forty percent (40%) of billed charges and follow Medicare billing rules and guidelines. When billing CalOptima for these codes, Professional shall include documentation of Covered Services provided.
- 3.2 Professional shall utilize current payment codes and modifiers for Medicare.
- 3.3 CPT or HCPCS codes not contained in the Medicare fee schedule at the time of services are not reimbursable.
- 3.4 Should Medicare consider a service as non-covered, then Medi-Cal guidelines and reimbursement shall be applied in accordance to the guidelines identified in this contract. Professional may need to resubmit claim in accordance with Medi-Cal codes, billing rules, Policies, and guidelines for reimbursement.
- 3.5 If the billed charges are determined to be unallowable, in excess of usual and customary charges, or inappropriate pursuant to a medical review by CalOptima, CalOptima will contact Professional for additional justification and these will be handled on a case-by-case basis.

III. PACE PROGRAM

Not Applicable to this Contract

IV. PAYMENT PROCEDURES

1. CalOptima agrees to grant Professional access to Member management information systems. Professional agrees to verify each Member’s eligibility to receive Covered Services on the date of service.
2. Billing and Claims Submission. Professional shall submit Claims for Covered Services in accordance with CalOptima Policies applicable to the Claims submission process.
3. Prompt Payment. CalOptima shall make payments to Professional in the time and manner set forth in CalOptima Policies and Procedures.
4. Claim Completion and Accuracy. Professional shall be responsible for the completion and accuracy of all Claims submitted, whether on paper forms or electronically, including claims submitted for the Professional by other parties. Use of a billing agent does not abrogate Professional’s responsibility for the truth and accuracy of the submitted information. A Claim may not be submitted before the delivery of service. Professional acknowledges that Professional remains responsible for all Claims and that anyone who misrepresents, falsifies, or causes to be misrepresented or falsified, any records or other information relating to that Claim may be subject to legal action.
5. Claims Deficiencies. Any Claim that fails to meet CalOptima requirements for claims processing shall be denied and Professional notified of denial pursuant to CalOptima Policies and applicable Federal and/or State laws and regulations.
6. Coordination of Benefits (COB). Professional shall coordinate benefits with other programs or entitlements recognizing where Other Health Coverage (OHC) is primary coverage in accordance with CalOptima Program requirements. Professional acknowledges that Medi-Cal is the payor of last resort.

7. Crossover Claims – Dual Eligible Members. “Crossover Claims” are claims for Dual Eligible Members where Medi-Cal is the secondary payer and Medicare or other health care coverage (OHC) is the Primary payor for dates of service during which the Dual Eligible Member was not assigned to one of CalOptima’s Programs. California law limits Medi-Cal's reimbursement for a crossover claim to an amount that, when combined with the Medicare payment, should not exceed Medi-Cal's maximum allowed for similar services (Refer to Welfare and Institutions Code, Section 14109.5.).

“Dual Eligible Members” are members who are eligible for both Medicare or other health care coverage (OHC) and Medi-Cal benefits.

The Medi-Cal reimbursement rates in this contract will not apply to Crossover Claims for Dual Eligible Members. For Crossover Claims payment CalOptima will reimburse in accordance with CalOptima Policies, and state and federal regulations.

8. Member Financial Protections. Professional shall comply with Member financial protections as follows:

8.1 Professional agrees to indemnify and hold Members harmless from all efforts to seek compensation and any claims for compensation from Members for Covered Services under this Contract. In no event shall a Member be liable to Professional for any amounts which are owed by, or are the obligation of, CalOptima.

8.2 Professional agrees to hold Member harmless and not liable for Medicare Part A and B cost sharing when the State is responsible for paying such amounts. Professional may not impose cost-sharing that exceeds the amount of cost-sharing that would be permitted with respect to the individual under Title XIX if the individual were not enrolled in such a plan. Professional will:

- 1) accept the plan payment as payment in full, or
- 2) bill the appropriate State source.

8.3 In no event, including, but not limited to, non-payment by CalOptima, CalOptima’s or the Professional’s insolvency, or breach of this contract by CalOptima, shall the Professional, or any of its Practitioners, bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against the State of California or any Member or person acting on behalf of a Member for Covered Services pursuant to this Contract. Notwithstanding the foregoing, Professional may collect SOC, co-payments, and deductibles if, and to the extent, required under a specific CalOptima Program and applicable law.

8.4 This provision does not prohibit Professional from billing and collecting payment for non-Covered Services if the CalOptima Member agrees to the payment in writing prior to the actual delivery of non-Covered Services and a copy of such agreement is given to the Member and placed in the Member’s medical record prior to rendering such services.

8.5 Upon receiving notice of Professional invoicing or balance billing a Member for the difference between the Professional’s billed charges and the reimbursement paid by CalOptima for any Covered Services, CalOptima may sanction the Professional or take other action as provided in this Contract.

This Section shall survive the termination of this Contract for Covered Services furnished to CalOptima Members prior to the termination of this Contract, regardless of the cause

giving rise to termination, and shall be construed to be for the benefit of Members. This Section shall supersede any oral or written contrary agreement now existing or hereafter entered into between Professional and its Practitioners. Language to ensure the foregoing shall be included in all of Professional's Subcontracts.

9. Sequestration. If CMS reduces payment to CalOptima under the CMS Contract by more than two percent (2%) at any time during the Term, CalOptima may, upon written notice to Professional, reduce payment to Professional under this Attachment B – PACE, CALMEDICONNECT and MEDICARE ADVANTAGE, by the same percentage that CMS reduced payment to CalOptima. This provision applies each time CMS reduces payment to CalOptima by more than two percent (2%) during the Term.



Board of Directors Meeting March 7, 2024

Regular Joint Meeting of the Member Advisory Committee and the Provider Advisory Committee

Report to the Board

The Member Advisory Committee (MAC), and the Provider Advisory Committee (PAC) held a regular joint meeting on February 8, 2024, to discuss topics of mutual interest.

Annette Mugrditchian, Orange County Health Care Agency and Sara Nakada, Orange County Public Defender's Office presented on the Orange County Health Care Agency Community Assistance Recovery and Empowerment (CARES) Act. They discussed how the CARES Act was implemented in Orange County on October 1, 2023, and serves adults, 18 years or older, diagnosed with untreated schizophrenia spectrum or other psychotic disorders. The CARES Act also provides behavioral health and other essential resources and services and ensures the protection of self-determination and civil liberties by providing legal counsel and promoting supported decision making.

Troy Szabo and Sandra Galindo of Kennaday Leavitt presented a Brown Act Refresher to the committees and explained why the Ralph M. Brown Act was established and discussed conflicts of interest as it pertains to the Brown Act.

Carmen Katsarov, Executive Director, Behavioral Health presented an update on Student Behavioral Health Incentive Program (SBHIP) and noted that the program aims to address behavioral health access barriers for students through targeted interventions to increase access to preventative, early intervention and behavioral health services by school-affiliated behavioral health providers for transitional kindergarten through 12th grade students. She noted that these behavioral health infrastructure investments will ultimately benefit all students, including Medi-Cal and non-Medi-Cal beneficiaries. Ms. Katsarov also discussed how CalOptima Health will continue to collaborate with the SBHIP partners through December 2024.

The committees also approved recommendations for a Medi-Cal Beneficiaries or Authorized Family Member candidate and also nominated and chose a Vice-Chair to replace the vacant seat with the appointment of MAC Chair Christine Tolbert.

The members of the MAC and PAC appreciate the opportunity to update the Board on their current activities.